

KOMPASS CARGO WAREHOUSE TERMS AND CONDITIONS

Definitions:

1. **Warehouseman:** The company or entity providing storage services for the depositor's goods under the terms of this agreement.
 2. **Depositor:** The individual or entity depositing goods with the warehouseman for storage, including its heirs, successors, and assigns.
 3. **Goods:** Any items or property deposited with the warehouseman for storage, handling, or transportation, as described in the warehouse receipt.
 4. **Warehouse Receipt:** The document issued by the warehouseman to the depositor upon receipt of goods for storage, outlining terms and conditions of the storage agreement.
 5. **Claim Notice:** A written notice provided by the depositor to the warehouseman, detailing a claim for loss, damage, or breach of the agreement regarding the goods.
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Section 1 – Acceptance and Modifications

1. **Acceptance of Terms:** By depositing goods with the warehouseman, the depositor agrees to the terms and conditions contained herein. These terms constitute the entire agreement between the parties, superseding any prior agreements or understandings.
 2. **Modifications:** These terms and conditions may only be modified, amended, or waived by a written instrument signed by both parties. No verbal agreements or prior correspondence shall alter the terms of this contract.
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Section 2 – Instructions for Transfer or Removal

1. **Transfer or Removal Instructions:** The warehouseman will act upon written instructions from the depositor for the transfer or removal of goods. Such instructions are not effective until received and accepted by the warehouseman. Any charges incurred up until the time of transfer are the responsibility of the depositor.
2. **Rehandling Fees:** Should the goods require rehandling during transfer, additional charges may apply.
3. **Warehouse Relocation:** The warehouseman reserves the right to move goods within its facilities, providing 14 days' notice before relocation outside of the current warehouse complex, except in cases where the depositor is in default. If the depositor requests to retrieve goods instead of transferring them, no additional storage charges for the month will apply.

4. **Removal of Goods:** If the warehouseman deems it necessary to remove goods, they may do so with written notice to the depositor. If the depositor does not comply with this notice, the goods may be sold or disposed of following applicable laws.
 5. **Loss or Deterioration of Goods:** The warehouseman has the right to sell or dispose of goods that deteriorate or pose safety risks, without liability for the goods or damages resulting from such actions.
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Section 3 – Lien by Warehouseman

The warehouseman claims a lien on the goods for all lawful charges, including storage, handling, preservation, transportation, and other services provided. The warehouseman may refuse to release goods until all debts are paid in full. If payment is not received within 30 days, the warehouseman may sell the goods to cover any outstanding charges.

Section 4 – Release of Goods

1. **Release of Goods:** Goods will be released or transferred only upon written instructions from the depositor. The warehouseman is not responsible for the accuracy of the depositor's instructions and may rely on any information provided.
 2. **External Delays:** The warehouseman is not liable for delays in releasing or transferring goods caused by external factors such as natural disasters, strikes, or legal actions.
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Section 5 – Bonded Storage

1. **Bonded Goods:** Goods stored under U.S. Customs bond are subject to additional charges and are not covered by the same provisions as non-bonded goods. This contract terminates when the legal bond storage period expires.
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Section 6 – Liability and Limitation of Damages

1. **Warehouseman's Liability:** The warehouseman will only be liable for loss, damage, or injury to goods caused by the warehouseman's failure to exercise reasonable care. The warehouseman is not responsible for damages caused by the depositor's failure to properly package or label goods.
 2. **Damage Limitations:** The warehouseman's liability is limited to \$0.50 per 100 lbs. of goods stored or a maximum of \$100 per warehouse receipt, whichever is lower. The warehouseman will not be liable for consequential or special damages, including but not limited to lost profits.
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Section 7 – Arbitration

1. **Dispute Resolution:** Any disputes arising from this contract will be resolved through binding arbitration under the rules of the American Arbitration Association or the Transportation ADR Council, Inc. Arbitration shall take place in Miami-Dade County, Florida, and proceedings shall be conducted in English.
 2. **Arbitration Time Limits:** Arbitration proceedings must be initiated within nine (9) months from the occurrence of the event giving rise to the claim.
 3. **Legal Fees:** The prevailing party in any arbitration or legal proceeding shall be entitled to reasonable attorney's fees, court costs, and any expenses incurred in enforcing a judgment.
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Section 8 – Notice of Claim

1. **Claim Notice:** The depositor must submit a Claim Notice in writing within 60 days of the release of goods or notification of damage or loss. The warehouseman must receive such notice in a timely manner for the claim to be valid.
 2. **Failure to Cure:** If the warehouseman does not resolve the claim within 30 days of receiving the Claim Notice, the depositor is entitled to begin arbitration proceedings.
 3. **Arbitration Commencement:** Arbitration cannot commence unless the Claim Notice is provided in the time frame specified and the warehouseman fails to resolve the issue within 30 days.
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Section 9 – Liability for Mis-shipment

If the warehouseman negligently mis-ships goods, it shall be liable for the reasonable transportation costs incurred to return the goods to the warehouse. If the consignee refuses to return the goods, the warehouseman's liability is limited to the value of the lost or damaged goods, as described in Section 6.

Section 10 – Yard Storage

1. **Liability for Yard Storage:** The warehouseman's liability for yard storage of containers, trailers, or goods, whether loaded or empty, is subject to the limitations outlined in Sections 6, 7, and 8 of this agreement.
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Section 11 – Accurate Information

The depositor must provide accurate and sufficient information to enable the warehouseman to comply with all relevant laws and regulations regarding storage, handling, and transportation. The

depositor indemnifies and holds the warehouseman harmless from any loss, cost, or expense arising from inaccuracies in the information provided.

Section 12 – Notices

1. **Notice Requirements:** All notices required under this agreement must be in writing and sent to the address specified on the warehouse receipt, either by registered mail, overnight delivery, electronic mail, or other traceable means. Notices will be deemed delivered when received or rejected.
 2. **Change of Address:** The depositor must notify the warehouseman of any change of address in writing.
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Section 13 – Miscellaneous

1. **Depositor's Representations:** The depositor represents that they are the lawful owner of the goods and have the authority to store, handle, and dispose of the goods as outlined in this agreement. The depositor agrees to indemnify the warehouseman for any losses or legal expenses arising from ownership disputes or claims regarding the goods.
2. **Invalid Provisions:** If any provision of this agreement is found to be invalid, the remainder of the agreement shall remain in effect.
3. **Waiver:** The warehouseman's failure to enforce any provision of this agreement does not constitute a waiver of that provision.
4. **Binding Effect:** This contract is binding upon the depositor's heirs, executors, successors, and assigns.
5. **Survival of Provisions:** The provisions related to limitations of liability, indemnification, and payment obligations shall survive the expiration or termination of this agreement.