Kompass Cargo

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NON-NEGOTIABLE WAREHOUSE RECEIPT

Terms and conditions

Rev. 11/2026

IMPORTANT — PLEASE READ. THESE TERMS LIMIT THE WAREHOUSE'S LIABILITY TO US$0.50 PER POUND, NOT TO EXCEED US$50 PER LOT OR US$500 PER WAREHOUSE RECEIPT (SEC. 6), REQUIRE THE DEPOSITOR TO INSURE ITS OWN GOODS (SEC. 8), SET SHORT DEADLINES FOR CLAIMS AND SUITS (SEC. 9) AND GRANT THE WAREHOUSE A GENERAL LIEN ON THE GOODS (SEC. 10). THE DEPOSITOR MAY OBTAIN HIGHER LIABILITY BY DECLARING A VALUE IN WRITING AND PAYING AN ADDITIONAL CHARGE.

1. PARTIES AND ACCEPTANCE. "Warehouse" means Kompass Cargo LLC and its employees, agents and subcontractors. "Depositor" means the person for whose account the goods described on the face of this receipt (the "Goods") are held, together with the shipper, consignee, owner and any other person having an interest in the Goods. These terms, the face of this receipt and Warehouse's written quotation or rate schedule form the entire contract for storage and handling of the Goods (the "Contract") and are accepted by tendering Goods, by requesting services or by failing to object in writing within ten (10) days after this receipt is issued. Any different or additional terms in Depositor's purchase orders, routing guides or other documents are rejected. This receipt is non-negotiable. Transportation, customs or forwarding services arranged by Warehouse are governed by the applicable bill of lading, air waybill or terms of service; this Contract governs the Goods while they are held at the warehouse.

2. AUTHORITY AND WARRANTIES. Depositor warrants that it is the owner of the Goods or is authorized by the owner and all interested parties to store them and to accept this Contract on their behalf; that the Goods are lawful, properly packed, marked and fit for ordinary warehouse storage and handling; and that all descriptions, weights, counts, values and other information given to Warehouse are complete and accurate. If Depositor is a forwarder, carrier or other intermediary, it shall defend and indemnify Warehouse against any claim by its principal or by any third party to the extent the claim exceeds Warehouse's liability under this Contract.

3. TENDER AND RECEIPT OF GOODS. Goods are received in apparent good order, exterior condition only, contents and condition of contents unknown ("said to contain"). Warehouse is not responsible for concealed damage or shortage, for counts or weights of sealed or shrink-wrapped units, or for the nature, quality or value of the Goods. Unless Warehouse has agreed in writing before tender, Depositor shall not tender hazardous materials, perishable or temperature-sensitive goods, firearms, pharmaceuticals, cash, jewelry, works of art or other goods of extraordinary value; Warehouse may refuse, return, or remove such goods at Depositor's risk and expense. Warehouse shall not be named as consignee, importer of record or exporter on any transport or customs document without its written consent.

4. CHARGES AND PAYMENT. Depositor shall pay storage, handling and accessorial charges at Warehouse's quoted rates or, absent a quotation, its rates then in effect. Storage accrues from the date of receipt and is charged per month or fraction of a month unless otherwise quoted. Invoices are payable on presentation, without set-off or deduction, and Warehouse may require payment of all sums due before releasing any Goods. Past-due amounts bear interest at 1.5% per month or the highest lawful rate, whichever is less, and Depositor shall pay all costs of collection, including reasonable attorneys' fees.

5. STANDARD OF CARE. Warehouse is liable for loss of or damage to the Goods only to the extent caused by its failure to exercise the care that a reasonably careful person would exercise under similar circumstances (Fla. Stat. § 677.204). Warehouse is not an insurer of the Goods and is not liable for loss or damage that could not have been avoided by such care, including loss or damage caused by hurricane, named storm, flood, wind, fire, sprinkler leakage, theft or burglary, vermin, moisture, inherent vice, shrinkage, insufficient packing or the acts or omissions of Depositor or its carriers. An unexplained shortage or mysterious disappearance does not by itself establish negligence or conversion; Depositor bears the burden of proving that the loss resulted from Warehouse's failure to exercise such care.

6. LIMITATION OF LIABILITY AND DECLARED VALUE. In no event shall Warehouse's liability for loss of or damage to the Goods, however caused, exceed the lowest of (a) the actual cost to Depositor of the lost or damaged Goods, (b) US$0.50 per pound of the gross weight of the lost or damaged Goods, (c) US$50 per lot, a lot being each line item described on the face of this receipt, (d) US$500 per warehouse receipt, or (e) US$50,000 for all claims arising out of any one occurrence. Depositor acknowledges that Warehouse's rates are based on this limitation. Depositor may increase Warehouse's liability on all or part of the Goods by a written request stating a declared value, made at the time of tender or within a reasonable time after receipt of this warehouse receipt and before any loss or damage occurs; the increase is effective only upon Warehouse's written acceptance and Depositor's payment of the additional charge quoted by Warehouse for the increased valuation. This limitation does not apply to conversion of the Goods by Warehouse to its own use.

7. NO CONSEQUENTIAL DAMAGES. Warehouse shall not be liable for loss of profits, sales, market or use, business interruption, customer chargebacks, fines or penalties, or any special, indirect, incidental, consequential or punitive damages, whether or not foreseeable and regardless of the form of action.

8. INSURANCE. The Goods are not insured by Warehouse, and storage rates do not include insurance. Depositor shall insure the Goods for their full value against all risks, at its own expense, for as long as they remain at the warehouse. Depositor waives, and shall cause its insurers to waive, all rights of subrogation against Warehouse for loss or damage in excess of the limits in Section 6.

9. CLAIMS AND TIME FOR SUIT. As permitted by Fla. Stat. § 677.204(3), Warehouse is discharged from all liability unless (a) a written claim stating the facts and the amount claimed is received by Warehouse within sixty (60) days after delivery of the Goods by Warehouse or after Depositor is notified that loss or damage has occurred, whichever is earlier, and (b) suit is commenced within nine (9) months after that date or, if that period is held unenforceable, within the shortest period permitted by law. Warehouse shall be given a reasonable opportunity to inspect the Goods before they are altered, repaired or disposed of. Warehouse's inventory records are conclusive absent manifest error.

10. LIEN AND SECURITY INTEREST. Warehouse has a general lien on the Goods and on their proceeds for all storage, handling, transportation, demurrage, terminal, insurance, labor, preservation, sale and other lawful charges and expenses relating to the Goods, **and a lien is also claimed for all such charges and expenses relating to other goods of Depositor, whenever deposited and whether or not those goods have been delivered** (Fla. Stat. § 677.209). Warehouse also reserves a security interest in the Goods for all other sums owed by Depositor to Warehouse on any account, including freight, duties, money advanced and interest, in a maximum amount of US$500,000. Warehouse may refuse delivery until all sums are paid and may enforce its lien by public or private sale as provided in Fla. Stat. § 677.210, applying the proceeds to the sums due and the expenses of sale; Depositor remains liable for any deficiency.

11. DELIVERY AND RELOCATION. Warehouse will release Goods only on complete written instructions (including e-mail) from Depositor or a person Warehouse reasonably believes to be authorized, and is entitled to rely on such instructions and a reasonable time to carry them out. Carriers collecting or delivering Goods are Depositor's agents, and Warehouse is not liable for demurrage, detention, waiting time or carrier charges. Warehouse may move the Goods within its facility, or on notice to any other facility operated by it or by a subcontractor, where these terms continue to apply.

12. TERMINATION AND REMOVAL. Warehouse may at any time require payment of all charges and removal of the Goods by written notice of not less than thirty (30) days to Depositor and any other person known to claim an interest in them. If Warehouse in good faith believes the Goods are about to deteriorate or decline in value to less than the amount of its lien, it may specify a shorter reasonable period. Goods not removed may be sold as provided by law. Goods that are a hazard to persons, the facility or other property may be removed, sold or lawfully disposed of on reasonable notice, at Depositor's expense and without liability to Warehouse (Fla. Stat. § 677.206).

13. COMPLIANCE AND INDEMNITY. Depositor is solely responsible for compliance with all customs, export, sanctions, food and drug, hazardous materials and other laws applicable to the Goods. Depositor shall defend, indemnify and hold Warehouse harmless from all claims, duties, taxes, fines, penalties, clean-up and disposal costs, losses and expenses (including attorneys' fees) arising out of the Goods, any breach of this Contract or of Depositor's warranties, or any claim by a third party relating to the Goods, except to the extent caused by Warehouse's failure to exercise the care required by Section 5.

14. FORCE MAJEURE. Warehouse is not liable for any failure or delay in performance caused by events beyond its reasonable control, including acts of God, weather events, fire, flood, government action, labor disputes, civil disturbance, pandemic, utility or communications failure or cyber-attack. Charges continue to accrue while the Goods remain in storage.

15. GENERAL. This Contract is governed by the laws of the State of Florida, including Chapter 677, Florida Statutes. The state and federal courts located in Miami-Dade County, Florida have exclusive jurisdiction, and **each party waives trial by jury.** Every limitation, defense and immunity of Warehouse extends to its employees, agents and subcontractors. No term may be waived or modified except in a writing signed by an officer of Warehouse; failure to enforce a term is not a waiver. If any term is held unenforceable, it shall be enforced to the fullest extent permitted and the remaining terms shall remain in effect. Depositor may not assign this Contract without Warehouse's written consent.