



DATE \_\_\_\_\_ WAREHOUSE RECEIPT NO. \_\_\_\_\_

CUSTOMER ("Depositor" or "Employer") NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY & STATE \_\_\_\_\_

herby intends to store Goods at H.K.B., INC., dba as Southwest Industrial Rigging (hereafter referred to as "SWIR" or "Warehouse" or "Company") located at 4705 S. 35<sup>th</sup> Avenue, Phoenix, AZ or 4341 E. Tennessee St., Tucson, AZ 85714 or 2550 E. Huntington Drive, Flagstaff, AZ 86004 ("property" or "location"). **THE DECLARED VALUE OF GOODS IS UNDER \$100,000.00 USD.**

1. Depositor has delivered or will deliver to Company the Goods described in the schedule below to be stored on a monthly storage in Warehouse are subject to the provisions, limitations, terms and conditions hereof, all of which are agreed and assented to by the Depositor, and to be delivered to said Depositor upon payment of all charges. This agreement is valid for one year and for all Goods that are delivered to Company. It shall be automatically renewed on the anniversary for an additional year unless terminated by the parties with 30 days notice.

2. Description of Goods to be stored: \_\_\_\_\_

From time to time the Depositor may add, subtract, or substitute Goods which will be added to the description of Goods. The Description of Goods will be described in a quote, bill of lading or email from Depositor, and Goods will automatically be added to the "Description of Goods" to be stored.

3. The Company's rates are based upon the space occupied by the stored Goods as declared herein by the Depositor, regardless of actual known value. The storage charge per month or fraction thereof is based per square foot. The charge per square foot will be based upon the current rate set forth in the quote, proposal or bid to the Customer. Insurance coverage for items in storage is limited to five times the monthly invoice charge for storage to a maximum of \$100,000.00 USD, this includes added, subtracted or substituted Goods. It is the responsibility of the Depositor under all circumstances to request insurance for any Goods that have values in excess of \$100,000.00 USD in the aggregate for all Goods in storage.

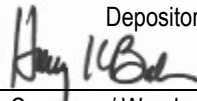
4. DEPOSITOR'S DECLARATION OF VALUE – After having an opportunity to declare higher values and pay a higher rate, Depositor, for the purpose of this Agreement and irrespective of actual value, hereby declares the value of all Goods stored, including contents of any container, and all Goods hereafter stored for the Depositor's account to be under \$100,000.00 USD, if insurance is desired for declared values over \$100,000.00 USD the Depositor must make a written request, specify the kind of coverage desired and pay the premiums or any additional charges thereon. The Depositor understands and agrees that this Declaration of Value is not the insured value of all Goods. **There is a limitation of liability in section 11 of this agreement to a maximum of \$100,000.00 USD.**

**5. TERMS AND CONDITIONS PREVAIL.** IT IS THE INTENTION OF THE PARTIES THAT THESE TERMS AND CONDITIONS OF CONTRACT SHALL PREVAIL OVER ALL INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY PURCHASE ORDER, BILL OF LADING, OWNER CONTRACT, PRIME CONTRACT, OR UPPER TIER CONTRACT ISSUED AT ANY TIME RELATING TO ANY BID OR QUOTE. THE TERM BID OR QUOTE INCLUDES ANY DOCUMENT ENTITLED PROPOSAL. CUSTOMER SHALL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITION OF CONTRACT HEREIN, AND TO HAVE ENTERED INTO THIS CONTRACT WITH SUPPLIER. IF CUSTOMER REQUESTS SUPPLIER TO PERFORM ANY SCOPE OF WORK OR REQUESTS ACCEPTANCE OF GOODS AT WAREHOUSE, AFTER THE CUSTOMER'S RECEIPT OF THE QUOTE, BID, PROPOSAL OR THESE TERMS AND CONDITIONS, THESE TERMS AND CONDITIONS SHALL BE DEEMED EXECUTED AND BINDING. IF CUSTOMER CONTACTS, CALLS OR TENDERS GOODS TO SUPPLIER AND REQUESTS CUSTOMER TO SUPPLY EQUIPMENT OR PERSONNEL OR ACCEPTANCE OF GOODS, THEN CUSTOMER AGREES TO ALL TERMS AND CONDITIONS TO THE QUOTE OR PROPOSAL AS WELL AS THESE TERMS AND CONDITIONS.

The Depositor agrees, by the acceptance of this Receipt and Agreement, to all of the provisions, limitations, terms and conditions printed hereof. **SEE ALSO – STANDARD AGREEMENT TERMS AND CONDITIONS for Merchandise Warehouses**

Date of Issue \_\_\_\_\_ By \_\_\_\_\_

Depositor's Authorized Signature

By  \_\_\_\_\_  
Company / Warehouse's Authorized Signature - Harry Baker - President

### **Standard Agreement Terms and Conditions for Merchandise Warehouses**

**ACCEPTANCE – Sec. 1**

- (a) This Agreement, including accessorial charges that may be attached hereto, must be accepted within 30 days from the proposal date by signature of Depositor. In the absence of written acceptance, the act of tendering Goods described herein for storage or other services by Warehouse within 30 days from the proposal date shall constitute acceptance by Depositor. Depositor has had the opportunity to review and inspect the warehouse facility ("Facility").
- (b) In the event that Goods tendered for storage or other services do not conform to the description contained herein, or conforming Goods are tendered after 30 days from the proposal date without prior written acceptance by Depositor as provided in paragraph (a) of this section, Warehouse may refuse to accept such Goods. If Warehouse accepts such Goods, Depositor agrees to rates and charges as may be assigned and invoiced by Warehouse and to all terms of this Agreement.
- (c) Any Goods accepted by Warehouse shall constitute Goods under this Agreement.

(d) This Agreement may be canceled by either party upon 30 days written notice and is canceled if no storage or other services are performed under this Agreement for a period of 180 days.

**SHIPMENTS TO AND FROM WAREHOUSE – Sec. 2**

Depositor agrees that all Goods shipped to Warehouse shall identify Depositor on the bill of lading or other Agreement of carriage as the named consignee, in care of Warehouse, and shall not identify Warehouse as the consignee. If, in violation of this Agreement, Goods are shipped to Warehouse as named consignee on the bill of lading or other Agreement of carriage, Depositor agrees to immediately notify carrier in writing, with copy of such notice to Warehouse, that Warehouse named as consignee is the "in care of party" only and has no beneficial title or interest in the Goods. Furthermore, Warehouse shall have the right to refuse such Goods and shall not be liable for any loss, misconsignment, or damage of any nature to, or related to, such Goods. Whether Warehouse accepts or refuses Goods shipped in violation

of this Section 2, Depositor agrees to indemnify and hold Warehouse harmless from all claims for transportation, storage, handling and other charges relating to such Goods, including undercharges, rail demurrage, truck/intermodal detention and other charges of any nature whatsoever.

#### **TENDER OF GOODS – Sec. 3**

All Goods shall be delivered at the Facility properly marked and packaged for storage and handling. The Depositor shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

#### **STORAGE PERIOD AND CHARGES – Sec. 4**

- (a) Unless otherwise agreed in writing, all charges for storage are per package or other agreed unit per month.
- (b) The storage month begins on the date that Warehouse accepts care, custody and control of the Goods, regardless of unloading date or date of issue of warehouse receipt.
- (c) Except as provided in paragraph (d) of this section, a full month's storage charge will apply on all Goods received between the first and the 15th, inclusive, of a calendar month; one-half month's storage charge will apply on all Goods received between the 16th and the last day, inclusive, of a calendar month, and a full month's storage charge will apply to all Goods in storage on the first day of the next and succeeding calendar months. All storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the calendar month.
- (d) When mutually agreed in writing by the Warehouse and the Depositor, a storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding months. All storage charges are due and payable on the first day of the storage month.

#### **TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS – Sec. 5**

- (a) Instructions to transfer Goods on the books of the Warehouse are not effective until delivered to and accepted by Warehouse, and all charges up to the time transfer is made are chargeable to the Depositor. If a transfer involves rehandling the Goods, such will be subject to a charge. When Goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.
- (b) The Warehouse reserves the right to move, at its expense, 14 days after notice is sent by certified mail or overnight delivery to the Depositor, any Goods in storage from the Facility in which they may be stored to any other of Warehouse's Facilities. Warehouse will store the Goods at, and may without notice move the Goods within and between, any one or more of the warehouse buildings which comprise the Facility identified on the front of this Agreement.
- (c) The Warehouse may, upon written notice of not less than 30 days to the Depositor and any other person known by the Warehouse to claim an interest in the Goods, require the removal of any Goods. Such notice shall be given to the last known place of business of the person to be notified. If Goods are not removed before the end of the notice period, the Warehouse may sell them in accordance with applicable law.
- (d) If Warehouse in good faith believes that the Goods are about to deteriorate or decline in value to less than the amount of Warehouse's lien before the end of the 30-day notice period referred to in Section 5(c), the Warehouse may specify in the notification any reasonable shorter time for removal of the Goods and if the Goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.
- (e) If as a result of a quality or condition of the Goods of which the Warehouse had no notice at the time of deposit the Goods are a hazard to other property or to the Facility or to persons, the Warehouse may sell the Goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the Goods. If the Warehouse after a reasonable effort is unable to sell the Goods it may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale or return of the Goods, the Warehouse may remove the Goods from the Facility and shall incur no liability by reason of such removal.

#### **HANDLING – Sec. 6**

- (a) The handling charge covers the ordinary labor involved in receiving Goods at warehouse door, placing Goods in storage, and returning Goods to warehouse door. Handling charges are due and payable on receipt of Goods.
- (b) Unless otherwise agreed in writing, labor for unloading and loading Goods will be subject to a charge. Additional expenses incurred by the Warehouse in receiving and handling damaged Goods, and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charged to the Depositor.
- (c) Labor and materials used in loading rail cars or other vehicles are chargeable to the Depositor.
- (d) When Goods are ordered out in quantities less than in which received, the Warehouse may make an additional charge for each order or each item of an order.
- (e) The Warehouse shall not be liable for any demurrage or detention, any delays in unloading inbound cars, trailers or other containers, or any delays in obtaining and loading

cars, trailers or other containers for outbound shipment unless Warehouse has failed to exercise reasonable care.

#### **DELIVERY REQUIREMENTS – Sec. 7**

- (a) No Goods shall be delivered or transferred except upon receipt by the Warehouse of Depositor's complete written instructions. Written instructions shall include, but are not limited to, FAX, EDI, E-Mail or similar communication, provided Warehouse has no liability when relying on the information contained in the communication as received. Goods may be delivered upon instruction by telephone in accordance with Depositor's prior written authorization, but the Warehouse shall not be responsible for loss or error occasioned thereby.
- (b) When Goods are ordered out a reasonable time shall be given the Warehouse to carry out instructions, and if it is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots or civil commotions, or any reason beyond the Warehouse's control, or because of loss of or damage to Goods for which Warehouse is not liable, or because of any other excuse provided by law, the Warehouse shall not be liable for failure to carry out such instructions and Goods remaining in storage will continue to be subject to regular storage charges.

#### **EXTRA SERVICES (SPECIAL SERVICES) – Sec. 8**

- (a) Warehouse labor required for services other than ordinary handling and storage will be charged to the Depositor.
- (b) Special services requested by Depositor including but not limited to compiling of special stock statements; reporting marked weights, serial numbers or other data from packages; physical check of Goods; and handling transit billing will be subject to a charge.
- (c) Dunnage, bracing, packing materials or other special supplies, may be provided for the Depositor at a charge in addition to the Warehouse's cost.
- (d) By prior arrangement, Goods may be received or delivered during other than usual business hours, subject to a charge.
- (e) Communication expense including postage, overnight delivery, or telephone may be charged to the Depositor if such concern more than normal inventory reporting or if, at the request of the Depositor, communications are made by other than regular United States Mail.

#### **BONDED STORAGE – Sec. 9**

Company is not a bonded storage facility.

#### **MINIMUM CHARGES – Sec. 10**

- (a) A minimum handling charge per lot and a minimum storage charge per lot per month will be made. When a warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand, or variety will be made.
- (b) A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing.

#### **LIABILITY AND LIMITATION OF DAMAGES – Sec. 11**

- (a) WAREHOUSE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO GOODS TENDERED, STORED OR HANDLED HOWEVER CAUSED UNLESS SUCH LOSS OR DAMAGE RESULTED FROM THE FAILURE BY WAREHOUSE TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES AND WAREHOUSE IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.
- (b) If insurance is desired for declared values over \$100,000.00 USD the Depositor must make a written request, specify the kind of coverage desired and pay the premiums or any additional charges thereon.
- (c) **THE DEPOSITOR DECLARES THAT DAMAGES ARE LIMITED TO FIVE TIMES A MONTHLY STORAGE RATE, PROVIDED, HOWEVER, THAT SUCH LIABILITY MAY AT THE TIME OF ACCEPTANCE OF THIS AGREEMENT AS PROVIDED IN SECTION 4 BE INCREASED UPON DEPOSITOR'S WRITTEN REQUEST ON PART OR ALL OF THE GOODS HEREUNDER IN WHICH EVENT AN ADDITIONAL MONTHLY CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION. WITHOUT ANY REQUEST FOR AN INCREASE OR SOME OR ALL OF THE GOODS, THE DEPOSITOR IS LIMITED TO A MAXIMUM OF ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS USD.**
- (d) WHERE LOSS OR DAMAGE OCCURS TO TENDERED, STORED OR HANDLED GOODS, FOR WHICH WAREHOUSE IS NOT LIABLE, THE DEPOSITOR SHALL BE RESPONSIBLE FOR THE COST OF REMOVING AND DISPOSING OF SUCH GOODS AND THE COST OF ANY ENVIRONMENTAL CLEAN UP AND SITE REMEDIATION RESULTING FROM THE LOSS OR DAMAGE TO THE GOODS.

**(e) Depositor agrees to indemnify and save Company, and the owner of the real property, its employees and agents harmless from all claims for death or injury to persons or damage or injury to property, including Depositor's property, arising in any manner out of damage, including fire, caused by Depositor's property. Depositor's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all**



court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement.

NOTICE OF CLAIM AND FILING OF SUIT - Sec. 12

- (a) Claims by the Depositor and all other persons must be presented in writing to the Warehouse within a reasonable time...
(b) No lawsuit or other action may be maintained by the Depositor or others against the Warehouse for loss or damage to the Goods unless timely written claim has been given...
(c) When Goods have not been delivered, notice may be given of known loss or damage to the Goods by mailing of a letter via certified mail or overnight delivery to the Depositor.

LIABILITY FOR CONSEQUENTIAL DAMAGES - Sec. 13

Warehouse shall not be liable for any loss of profit or special, indirect, or consequential damages of any kind.

LIABILITY FOR MIS-SHIPMENT - Sec. 14

If Warehouse negligently misships Goods, the Warehouse shall pay the reasonable transportation charges incurred to return the misshipped Goods to the Facility. If the consignee fails to return the Goods, Warehouse's maximum liability shall be for the lost or damaged Goods as specified in Section 11 above...

MYSTERIOUS DISAPPEARANCE - Sec. 15

Warehouse shall not be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods unless Depositor establishes such loss occurred because of Warehouse's failure to exercise the care required of Warehouse under Section 11 above.

RIGHT TO STORE GOODS - Sec. 16

Depositor represents and warrants that Depositor is lawfully possessed of the Goods and has the right and authority to store them with Warehouse. Depositor agrees to indemnify and hold harmless the Warehouse from all loss, cost and expense (including reasonable attorneys' fees) which Warehouse pays or incurs as a result of any dispute or litigation...

ACCURATE INFORMATION - Sec. 17

Depositor will provide Warehouse with information concerning the Goods which is accurate, complete and sufficient to allow Warehouse to comply with all laws and regulations concerning the storage, handling and transporting of the Goods. Depositor will indemnify and hold Warehouse harmless from all loss, cost, penalty and expense (including reasonable attorneys' fees) which Warehouse pays or incurs as a result of Depositor failing to fully discharge this obligation.

SEVERABILITY and WAIVER - Sec. 18

- (a) If any provision of this Agreement, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.
(b) Warehouse's failure to require strict compliance with any provision of this Agreement shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Agreement.
(c) The provisions of this Agreement shall be binding upon the heirs, executors, successors and assigns of both Depositor and Warehouse; contain the sole agreement governing Goods tendered to the Warehouse; and, cannot be modified except by a writing signed by Warehouse and Depositor.

LIEN - Sec. 19

Warehouse shall have a general warehouse lien for all lawful charges for storage and preservation of the Goods; also for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing cooperating, and other charges and expenses in relation to such Goods, and for the balance on any other accounts that may be due. Warehouse further claims a general warehouse lien for all such charges, advances and expenses with respect to any other Goods stored by the Depositor in any other facility owned or operated by Warehouse.

DOCUMENTS OF TITLE - Sec.20

Documents of title, including warehouse receipts, may be issued either in physical or electronic form at the option of the parties.

GOVERNING LAW AND JURISDICTION - Sec. 21

This Agreement and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of the state of Arizona where the Facility is located, including Article 7 of the Uniform Commercial Code as ratified in that state, notwithstanding its conflict of laws rules.

BUILDING/WATCHMAN - Sec. 22 - No warranty or representation is made that any of the Company's warehouses are fireproof or that the Goods stored therein cannot be destroyed by fire. The Company shall not be required to maintain a watchman.

ACCIDENT WAIVER, INDEMNITY & INSURANCE AND RELEASE OF LIABILITY AGREEMENT - Sec. 23

All SWIR Customers as well as Contractors, Suppliers, Vendors or Service Providers coming on to SWIR premises to visit, do work or provide services in the Warehouse, Storage Areas, or SWIR Job Sites, are required to sign the Employer Accident Waiver, Indemnity & Insurance and Release of Liability Agreement. In addition, any agent or employee of All SWIR Customers will be required to sign an Employee Accident Waiver, Indemnity & Insurance and Release of Liability Agreement.

The parties have entered into this Agreement and wish to add additional terms, conditions and requirements. The following documents which include additional terms, conditions, and requirements are attached to this agreement, and are incorporated by reference and made a part of this agreement as if fully set forth herein. The parties further agree that the parties will comply with and follow all the terms, conditions and requirements of all the documents. In the event of any conflict, inconsistency or ambiguity between the terms and provisions of the attached documents and those of the above referenced Agreement following the parties, this attached documents shall govern. Documents are located at the following URL sites:

Employer Accident Waiver, Indemnity & Insurance Agreement, and Release of Liability Form is located at website URL:

www.swirusa.com/Incorporations/EmployerRelease.pdf

Employee Accident Waiver, Indemnity & Insurance Agreement, and Release of Liability Form is located at website URL:

www.swirusa.com/Incorporations/EmployeeRelease.pdf

Disputes - Sec 24 - Disputes Resolution with Jury Waiver, Arbitration Clause, etc.

The parties have entered into this Agreement and wish to add additional terms, conditions and requirements. The following documents which include additional terms, conditions, and requirements are attached to this agreement, and are incorporated by reference and made a part of this agreement as if fully set forth herein. The parties further agree that the parties will comply with and follow all the terms, conditions and requirements of all the documents INCLUDING ADDITIONAL TERMS THAT ALL PARTIES WAIVE A RIGHT TO A JURY AND ALL PARTIES AGREE TO ARBITRATION. In the event of any conflict, inconsistency or ambiguity between the terms and provisions of the attached documents and those of the above referenced Agreement between the parties, this attached documents shall govern. Documents are located at the following URL sites:

URL: www.swirusa.com/Incorporations/CustomerDisputes.pdf

The parties acknowledge the Limitation of Liability and Damages in Section 11 and Section 13.

Proposed by Warehouse: H.K.B., Inc. dba Southwest Industrial Rigging (SWIR)

Authorized Signature Harry Baker - President

Accepted for Depositor:

Company Name

By: Authorized Company Representative Signature Date