DEFINITIONS:
The terms "the warehouseman," "the warehouse company" and "company" mean MAINFREIGHT, INC., its subsidiaries, related companies, servants agents and/or representatives. The term "depositor" means the shipper, consignee, owner of the goods or its agent, or the person who offers or consents to have the goods stored with the warehouseman.

The term "governed by" means that places or maintains a chassis/trailer pool at the warehouseman's facility identified in this warehouse receipt.
The term "initiated," "initiates," or "initiating" means the entering of goods for storage.

The term "in transit" means that the goods are carried through the possession of the warehouseman, but not under his control.

The term "if applicable," means such provision of this receipt shall not be affected thereby but shall remain in full force and effect.

The terms "goods," "depository," or "depository's" means the merchandise, cargo or unsecured, in the yard of the warehouseman for the benefit of the depositor and/or the depositor's goods.

ACCEPTANCE - Sec. 1 (a) The warehouseman's receipt, date quotation, including accession charges endorsed on or attached hereto, is effective upon receipt of goods by warehouse company into its warehouse facility or upon written acceptance by depositor, whichever occurs first.
(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 inquisition date without prior written acceptance by the depositor as provided in sub-paragraph (a) above, the goods shall be returned at the expense of the depositor and/or the depositor's goods.

TENDER FOR STORAGE - Sec. 3 All goods for storage shall be delivered at the warehouse properly marked and packaged for handling. At the time of such delivery, or prior thereto, the depositor shall advise the warehouseman as to the class of storage or other services desired.

STORAGE PERIOD AND CHARGES - Sec. 4 (a) All charges for storage are per package or other agreed unit, per month.
(b) Storage charges commence upon the date that warehouseman accepts care, custody and control of the goods, regardless of whether or not the goods are actually unloaded at the warehouse.
(c) Except as provided in sub-paragraph (d) of this section, a full month's storage charge will apply on all goods received between the first and the fifteenth, inclusive, of a calendar month; one-half month's storage charge will apply on all goods received between the sixteenth and the last day, inclusive, of a calendar month, and a full month's storage charge will be applied 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 each month, unless agreed otherwise in writing.
(d) When mutually agreed by the depositor and the warehouseman, a storage month shall extend from a date in one of the above periods to a date in the next or succeeding month.
(e) All storage charges are due and payable on the first day of the next storage month. The warehouseman may sell them in accordance with applicable law.
(f) If the warehouseman grants the goods to be on hand at the warehouse for more than 12 months, the depositor shall pay for the goods at the rate then prevailing for the goods being stored.
(g) The warehouseman may, upon written notice to the depositor of record, withdraw the goods at the cost of such withdrawal.
(h) If goods have not been delivered, notice may be given of known loss or injury to the goods by mailing notice to the last known place of business or residence of the person to be notified.

TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS & LIEN BY WAREHOUSEMAN - Sec. 5 (a) Instructions to transfer goods from one warehouseman to another, or to initiate or terminate warehouse storage, and/or to remove goods shall be in writing from the depositor or his order for the benefit of the depositor.
(b) Except as provided in sub-paragraph (d) of this section, a full month's storage charge shall be made on all goods transferred, removed, or on which storage is terminated.
(c) When goods are ordered out, a reasonable time shall be given the warehouseman to carry out instructions, and if he is unable to do so because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil or military disturbances, or any reason beyond the warehouseman's control, or because of the loss or destruction of goods for which the depositor is held liable, the lien shall be lost.

EXTRA SERVICES/SPECIAL SERVICES - Sec. 8 (a) Extra services and special services to accompany the goods, or incidental to the storage of the goods, provided the depositor has so requested in writing and expressly agrees to pay for such services.
(b) Storage charges commence upon the date that warehouseman accepts care, custody and control of the goods, and all charges up to the time transfer is made are chargeable to the depositor of record. If a transfer is made after the end of the storage month, the depositor will pay for the storage of the goods in transit, and returning goods to the warehouse door. Handling charges are due and payable on receipt of goods.
(c) Claims by the depositor and all other persons must be presented in writing to the warehouseman within a reasonable time, and in no event longer than either 60 days after delivery of the goods by the warehouseman, or 60 days after the date of the last known holder of a negotiable warehouse receipt.
(d) The depositor if such expenses concern more than normal inventory reporting or if, at the request of the depositor, the warehouseman must make an additional monthly charge will be made based upon such increased valuation.

NOTICE OF CLAIM AND COMMENCEMENT OF ARBITRATION - Sec. 13 (a) A claim may be presented in writing to the warehouseman for any loss or injury to goods stored, however caused, unless such loss or injury resulted from the failure by the warehouseman to exercise reasonable care and the depositor is held liable.
(b) The warehouseman shall not be liable for any loss or injury to goods stored, however caused, unless such loss or injury resulted from the failure by the warehouseman to exercise reasonable care and the depositor is held liable.
(c) When goods have not been delivered, notice may be given of known loss or injury to the goods by mailing notice to the last known place of business or residence of the person to be notified.
(d) Time limitations for presentation of claim in writing and commencing an arbitration after notice begin on the date of mailing notice by the warehouseman.
(e) When goods have not been delivered, notice may be given of known loss or injury to the goods by mailing a certified or registered letter to the depositor of record or to the last known holder of a negotiable warehouse receipt. When goods have not been delivered, notice may be given by mailing a certified or registered letter to the depositor of record or to the last known holder of a negotiable warehouse receipt. When goods have not been delivered, notice may be given by mailing a certified or registered letter to the depositor of record or to the last known holder of a negotiable warehouse receipt.
(f) Notice of claim must be presented in writing to the warehouseman within a reasonable time, and in no event longer than either 60 days after delivery of the goods by the warehouseman, or 60 days after the date of the last known holder of a negotiable warehouse receipt.
(g) A claim may be presented in writing to the warehouseman for any loss or injury to goods stored, however caused, unless such loss or injury resulted from the failure by the warehouseman to exercise reasonable care and the depositor is held liable.
(h) The depositor if such expenses concern more than normal inventory reporting or if, at the request of the depositor, the warehouseman must make an additional monthly charge will be made based upon such increased valuation.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES - Sec. 14 If the warehouseman negligently misships goods, the warehouseman shall pay the reasonable transportation charges for all services provided or arranged, in addition to the cost of any remaining commotions, or any reason beyond the warehouseman's control, or because of the loss or destruction of goods for which the depositor is held liable.

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MIERVOUS DISAPPEARANCE - Sec. 16 (a) In the event that the goods are not delivered to the depositor as evidenced by the warehouse receipt, and the depositor's maximum liability shall be for the lost or damaged goods, as specified in Section 11 above. If goods are not delivered to the depositor, the depositor shall have no liability for damages that could not have been avoided by the exercise of such care.
(b) In the event that the goods are not delivered to the depositor as evidenced by the warehouse receipt, the depositor shall have no liability for damages that could not have been avoided by the exercise of such care.
(c) The depositor if such expenses concern more than normal inventory reporting or if, at the request of the depositor, the warehouseman must make an additional monthly charge will be made based upon such increased valuation.

RIGHT TO STORE GOODS - Sec. 17 (a) In the event that the goods are not delivered to the depositor as evidenced by the warehouse receipt, the depositor shall have no liability for damages that could not have been avoided by the exercise of such care.
(b) In the event that the goods are not delivered to the depositor as evidenced by the warehouse receipt, the depositor shall have no liability for damages that could not have been avoided by the exercise of such care.
(c) If the depositor is not liable for damages that could not have been avoided by the exercise of such care.

WRONG STORAGE FOR GOODS SHIPPED TO THE FOREIGN TRADE - Sec. 18 (a) If the goods are not delivered to the depositor as evidenced by the warehouse receipt, the depositor shall have no liability for damages that could not have been avoided by the exercise of such care.
(b) In the event that the goods are not delivered to the depositor as evidenced by the warehouse receipt, the depositor shall have no liability for damages that could not have been avoided by the exercise of such care.
(c) If the depositor is not liable for damages that could not have been avoided by the exercise of such care.

LIABILITY FOR CONSEQUENTIAL DAMAGES - Sec. 11 The depositor will provide the warehouseman with information concerning the stored goods that is accurate, complete, and sufficient to allow the warehouseman to comply with all laws and regulations concerning the goods, handling, and transporting of the goods. The depositor will indemnify and hold harmless the warehouseman from all loss, cost and expense, including reasonable attorneys' fees that the warehouseman pays or incurs as a result of any dispute or litigation, whether instituted by the warehouseman or others, respecting these goods.

RIGHT TO STORE GOODS - Sec. 17 (a) In the event that the goods are not delivered to the depositor as evidenced by the warehouse receipt, the depositor shall have no liability for damages that could not have been avoided by the exercise of such care.
(b) In the event that the goods are not delivered to the depositor as evidenced by the warehouse receipt, the depositor shall have no liability for damages that could not have been avoided by the exercise of such care.
(c) If the depositor is not liable for damages that could not have been avoided by the exercise of such care.

ACCURATE INFORMATION - Sec. 18 (a) In the event that the goods are not delivered to the depositor as evidenced by the warehouse receipt, the depositor shall have no liability for damages that could not have been avoided by the exercise of such care.
(b) In the event that the goods are not delivered to the depositor as evidenced by the warehouse receipt, the depositor shall have no liability for damages that could not have been avoided by the exercise of such care.
(c) If the depositor is not liable for damages that could not have been avoided by the exercise of such care.

CONSTRUCTION OF TERMS AND VENUE - Sec. 21 The terms and conditions of this Warehouse Receipt shall be construed and interpreted under the laws of the State of California, unless otherwise specifically provided, or if a law of the United States, convention, treaty, or other law is otherwise compulsorily applicable. Proper venue is the City of Los Angeles, State of California, and no other place.