

**STANDARD CONTRACT TERMS AND CONDITIONS FOR WAREHOUSE RECEIPT  
ISSUED BY  
LOGISTIC DISTRIBUTION INC.**

**1. CONTRACT**

Subject always to the legislation in force governing Warehouse Receipts in the province where the goods covered by this Receipt are stored, this Receipt including the terms and conditions thereafter set out when delivered or mailed to the owner or depositor of the goods at his address last known to the warehouseman shall constitute the contract between the owner or depositor and the warehouseman provided that the owner or depositor may within twenty (20) days after such delivery or mailing notify the warehouseman in writing that he does not accept the contract and forthwith thereafter shall pay the warehouseman's lien charges and remove the goods if such notice be not given then this Receipt constitutes the contract.

**2. WAREHOUSEMAN'S LIEN**

Subject always to legislation in force governing warehouseman's liens in the province where the goods covered by this Receipt are stored, the warehouseman shall have and shall have had from the delivery of the goods to the warehouse, a warehouseman's lien upon the goods covered by this Receipt and each item thereof for all the charges shown upon the face hereof incurred prior to issue of this Receipt and for all charges provided for in these Terms and Conditions incurred after such issue while the goods remain in storage.

**3. BASIS OF CHARGES**

- (a) The class of storage in which the goods covered by this Receipt are to be stored, the amount or amounts due thereon for disbursements or services by the warehouseman prior to issue of this Receipt and the rate per month per unit to be charged for storage of such goods are set out on the face of this Receipt, all of which are specifically agreed to by the storer.
- (b) A fraction of a month shall be reckoned as a full storage month (see face of this Receipt for definition of "storage month"). Provided that if reasonable notice has been given before the expiry of the storage month that goods are to be delivered out of the warehouse at or before expiry of the current storage month, then if any delay in so delivering such goods extends beyond the expiry of the storage month and such delay is not due to the owner, depositor or holder of this Receipt or the agent of any of them, the warehouseman shall limit the storage charges for the period beyond said expiry date to one thirtieth of the monthly charge for each day that the goods remain in the warehouse beyond said expiry date.
- (c) Charges for services required by the storer or necessitated by the nature of the goods incurred after issue of this Receipt, and handling charges upon delivery of the goods out of storage will be made by the warehouseman in addition to the monthly storage charge.
- (d) Charges incurred preliminary to issue of this Receipt as set out on the face thereof, are due upon issue of the Receipt. Charges incurred subsequently will be billed monthly and due forthwith, save for charges incurred in the thirty days immediately preceding delivery of any goods out of storage which are due at or before such delivery.
- (e) Any charge made with respect to the goods covered by this Receipt shall conform to the warehouseman's tariff in effect at the time the service is performed. The said tariff may be examined at the office of Logistic Distribution Inc. during office hours. Quotations for services not included in such tariff will be given on request. No increase in regularly recurring charges will be made on goods in storage until thirty days after a notice of such increased charge has been mailed to the storer of record or the last known holder of this Receipt, unless otherwise agreed by the holder of this Receipt.

**4. DELIVERY AND TRANSFER REQUIREMENTS**

- (a) No goods covered by this Receipt shall be delivered or transferred on the books of the warehouseman except upon receipt by the warehouseman or acceptable instructions in writing signed by the holder of this Receipt and when required by the surrender of this Receipt for cancellation or for endorsement by the warehouseman of partial delivery thereon. In the event that this Receipt be lost or destroyed, goods covered hereby shall not be delivered or transferred until the warehouseman is furnished with an order of a court of competent jurisdiction or at the option of the warehouseman with acceptable bond of indemnity.
- (b) If this Receipt be endorsed "non-negotiable" and request be made by the holder of record thereof or his representative for delivery of all or part of the goods covered hereby upon instructions given otherwise than set out on subsection (a) of this section, then notwithstanding acceptable of such instructions by the warehouseman or his employee, delivery of such goods shall be wholly at the risk of the said holder of record and the warehouseman shall not be held responsible for loss from error in the giving or receiving of such instructions.
- (c) Unless all unpaid charges incurred with respect to the goods to be delivered or transferred are paid in full or assumed by the transferee, delivery or transfer may be refused.

**5. PHYSICAL TRANSFER OF GOODS**

No physical transfer of the goods covered by this Receipt involving a change in the class or storage or the storage rate or the insurance rate shall be made except under written agreement signed by the holder of this Receipt or other person having an interest in said goods and when required after surrender of this Receipt for endorsement thereof of such changes in the rate of storage.

**6. ACCESS AND INSPECTION**

The holder of this Receipt or any person upon the written authority of such holder may, subject to insurance regulations or other reasonable limitations imposed by the warehouseman have access to the goods covered by this Receipt for inspection thereof when and only when accompanied by a representative of the warehouseman for that purpose, whose time shall be charged according to the warehouseman's tariff in force at the time of such access.

**7. REMOVAL OF GOODS**

- (a) The warehouseman may, upon written notice to the storer of record and to any other person known by the warehouseman to claim an interest in the goods by the end of the next succeeding storage month. Such notice shall be given by delivery in person or by registered letter addressed to the last known place of business or abode of the party to be notified.
- (b) Where goods are of a perishable nature, or by keeping will deteriorate greatly in value or injure other stored property, the warehouseman may give such notice as permitted or required by the laws of the province where the goods are stored to the holder is known to the warehouseman, or if not known to him, then to the depositor, requiring him to satisfy the lien upon the goods and to remove from the warehouse, and on failure of such person to satisfy the lien and to remove the goods within the time specified in the notice, the warehouseman may sell the goods at public or private sale without advertising, and otherwise act with respect thereto and to any proceeds of sale thereof as may be permitted or provided by the laws of the province where the goods are stored, and in such case the depositor or storer of record shall be liable to the warehouseman for any balance of charges accrued and unsatisfied on such goods.
- (c) Where in the opinion of the warehouseman the nature or conditions of the goods stored creates a condition hazardous to the safekeeping and storage of other commodities in the warehouse or to any property or person, the warehouseman may forthwith remove such stored goods from the warehouse and shall thereupon give such notice to the storer of record of such removal and the location thereof as may be permitted or required by the laws of the province where the goods are stored. In such case the storer shall be liable for all storage and other charges of the changed location, and any and all liability on the part of the issuer of this Receipt for the safekeeping of such goods shall cease.

**8. LIABILITY OF WAREHOUSEMAN**

- (a) The warehouseman is liable for loss of or injury to goods caused by the warehouseman's failure to exercise such care and diligence in regard to them as a careful and vigilant owner of similar goods would exercise in the custody of them in similar circumstances.
- (b) The quality, condition, contents and value of goods stored are not known to the warehouseman except as declared and described on the face of this Receipt by the storer.
- (c) Storage rates do not include insurance. Goods covered by this Receipt are not insured by the warehouseman save where specifically required in writing by the storer and the amount and rate of such insurance is endorsed upon the face of the Receipt.
- (d) Without limiting the generality of the foregoing subsections (a), (b) and (c) of this section it is specifically declared and agreed:
  - (i) that the warehouseman shall not be responsible for loss or damage to the goods covered by this Receipt resulting from any of the following perils:  
loss or damage or delay in delivery caused by or through inaccuracies, obliteration or absence of marks, numbers, address or description, acts of God, irresistible force, enemies of the Queen, civil or military authorities, insurrection, riot, strikes, picketing or any other labour trouble, water steam, sprinkler leakage, floods, rain, wind, storm, fire, frost, vermin, heating or corruption, deterioration, drainage, dampness, rust, decay, collapse of the building, inevitable accident, depreciation or perishing by elapse of time, changes in temperature, contact with or odours from other goods, inherent defects, lack of any special care or precaution, injury to articles insufficiently protected or arising from the nature of the goods, loss in weight, insufficient cooepage, boxing, crating or packing, ordinary wear and tear in handling, leakage, concealed damage or any cause beyond the control of the company or failure to detect any of the foregoing.  
Notwithstanding such loss or damage of any such peril, the warehouseman is to be liable for any loss of or injury to goods caused by the warehouseman's failure to exercise such care and diligence in regard to goods as a careful and diligent owner of similar goods would exercise in the custody of goods in similar circumstances.
  - (ii) that all the warehouseman's charges incurred with respect to goods lost or damaged as a result of any such peril shall constitute a charge of the remaining goods covered by this Receipt and against the owner depositor thereof.
- (e) The legal liability of the warehouseman shall be strictly limited to the lesser of the monetary amount of the damage incurred or 100 times the monthly storage rate on any one package or stored unit with the contents (or, in cases where the warehouseman's charges are calculated for other than actual storage, maximum \$50.00 per unit) unless the owner specifically requests a higher limit in writing and declares an excess value, in which case the warehouseman may, at his option, accept liability and assess an additional charge to the monthly storage or other applicable rate.
- (f) The warehouseman is not in any case or under any circumstances whether negligent or not, responsible for any loss or damage to goods unless and until notice in writing of such loss or damage together with full detailed particulars thereof, is given to the warehouseman within thirty-six (36) hours after the holder of this Receipt (or the owner of the goods, if this Receipt has been surrendered) becomes aware of such loss or damage or takes delivery of the goods or any portion thereof, whatever event be the first to happen.

**WE HEREBY AGREE TO BE BOUND BY THE AFOREMENTIONED TERMS AND AGREE THAT THE AFORESAID TERMS ARE TO BE CONSIDERED PART OF THE HEREIN WAREHOUSE RECEIPT OR ANY WAREHOUSE RECEIPT ISSUED BY LOGISTIC DISTRIBUTION INC. IN CONNECTION WITH ANY GOODS STORED BY THE UNDERSIGNED WITH LOGISTIC DISTRIBUTION INC.**

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Per: \_\_\_\_\_  
Signature

Print