1. DEFINITIONS. Every term otherwise designated on the face hereof, the terms "warehouseman," "the warehouse company" and "company" mean OCEANAIR, Inc., its subsidiaries, related companies, agents, subcontractors and/or representatives. The term "depositor" means the shipper, consignee, owner of the goods or its agents, including, but not limited to, motor carriers, motor forwarders, warehousing companies, blowing companies, or any other entity having an interest in the goods identified in this warehouse receipt. The term "equipment" means any chassis, container, trailer, or tractor. The term "goods" means the merchandise, cargo or freight tendered for storage by the depositor and identified in this warehouse receipt. The term "yard storage" means the placement of containers or trailers, with or without trucks, empty or loaded with merchandise, secured or unsecured, in the yard of the warehouseman for the benefit of the depositor and/or the depositor's goods.

2. ACCEPTANCE. (a) This contract and rate quotation, including accessional charges endorsed on or attached hereto, is effective upon receipt of good and/or equipment by the warehouseman. It is subject to the terms and conditions hereof. The term "goods" or "equipment" as used herein shall mean the goods, equipment, or goods and equipment as tendered to the warehouseman and identified in this warehouse receipt. The term "goods" as used herein shall mean the goods, equipment, or goods and equipment as tendered to the warehouseman and identified in this warehouse receipt. The term "equipment" means any chassis, container, trailer, or tractor. The term "goods" means the merchandise, cargo or freight tendered for storage by the depositor and identified on the face of this warehouse receipt. The term "yard storage" means the placement of containers or trailers, with or without trucks, empty or loaded with merchandise, secured or unsecured, in the yard of the warehouseman for the benefit of the depositor and/or the depositor's goods.

(b) In the event that goods tended for storage or other services do not conform to the description contained herein, of containing goods are tendered after 30 days from the inception date without prior written acceptance by the depositor as provided herein, all additional services rendered subsequent to the time that the depositor has not acknowledged acceptance of such goods, the depositor agrees to rates and charges as may be ascribed and invoiced by the warehouseman and to all terms of this contract. (c) This contract may be canceled by either party upon 30 days' written notice and is cancel or if no storage services are rendered at the rate as provided for in this contract for a period of 90 days.

3. SHIPPING. (a) 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 furnish to the warehouseman a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

(b) Goods are not insured by the warehouseman against loss or injury, however caused. The warehouseman is not responsible for loss and a claim by the depositor of conversion must be established by affirmative evidence that the warehouseman converted goods and in case the goods are not removed, may sell them at public sale held one week after a single advertisement or notice shall be given to the last known place of business or residence of the person to be notified. If goods are not removed before the end of the next succeeding storage month, the warehouseman may sell them in accordance with applicable law.

(c) If, as a result of a quality or condition of the goods of which the warehouseman had no notice at the time of deposit or to which the goods have deteriorated and the goods are a hazard to other property or to the warehouseman or to any persons in the warehouseman's sole opinion, the warehouseman may sell the goods at public or private sale without advertisement on reasonable notice to the person entitled to claim an interest in the goods. The warehouseman shall have no liability for the negligence of any person whom it had hired, leased or employed, in the performance of any act necessary or incidental to the storage or other services contracted for in the goods.

(d) The right to deposit goods is for the use and benefit of the depositor in the warehouseman's charge, and the warehouseman is not responsible for loss and a claim by the depositor of conversion must be established by affirmative evidence that the warehouseman converted goods and in case the goods are not removed, may sell them at public sale held one week after a single advertisement or notice shall be given to the last known place of business or residence of the person to be notified. If goods are not removed before the end of the next succeeding storage month, the warehouseman may sell them in accordance with applicable law.

(e) If, as a result of a quality or condition of the goods of which the warehouseman had no notice at the time of deposit or to which the goods have deteriorated and the goods are a hazard to other property or to the warehouseman or to any persons in the warehouseman's sole opinion, the warehouseman may sell the goods at public or private sale without advertisement on reasonable notice to the person entitled to claim an interest in the goods. The warehouseman shall have no liability for the negligence of any person whom it had hired, leased or employed, in the performance of any act necessary or incidental to the storage or other services contracted for in the goods.

(f) The warehouseman reserves the right to exercise its lien rights under the terms of any applicable law and/or agreement between the depositor and the warehouseman. The WAREHOUSE RECEIVED BY THIS COVER HAS NOT BEEN INSURED BY THE WAREHOUSEMAN FOR THE BENEFIT OF THE DEPOSITOR AGAINST FIRE OR ANY OTHER CASUALTY. PROCUREMENT OF SUCH INSURANCE IS THE SOLE RESPONSIBILITY OF THE DEPOSITOR. AT THE DEPOSITOR'S SOLE DISCRETION AND EXPENSE.

4. TENDER FOR STORAGE. All goods for storage shall be delivered to the warehouse properly marked and packaged for handling. At the time of such delivery, or prior thereto, the depositor shall furnish to the warehouseman a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

5. STORAGE PERIOD AND CHARGES. (a) All charges for storage are per package or other agreed unit, per month.

(b) Storage charges are included in the rates quoted and include the custody, control and costs of the goods, regardless of the unloading date or the date of issue of a warehouse receipt.

(c) A charge for a full month's storage will be applied to all goods received between the first and the fifteenth, inclusive, of a calendar month, and a half-month's storage charge will be applied to all goods received between the sixteenth and the last day, inclusive, of a calendar month, and a full month's storage charge will apply to all goods received and stored during the calendar month.

(d) All storage charges are due and payable on the first of the next month for which the goods were stored and on the first day of storage for the initial calendar month and thereafter on the first day of each calendar month.

(e) A minimum charge per lot and a minimum storage charge per lot per month will be made. When a warehouse receipt covers goods in U.S. Customs bond, such receipt shall be void upon the termination of the storage period fixed by law.

6. TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS & LIEN BY WAREHOUSEMAN. (a) Instructions to transfer goods to the warehouseman are not effective until delivered and accepted by the warehouseman, and all charges up to the time transfer is made are chargeable to the depositor of record. If a transfer involves rehandling the property and/or recharging the property, the recharging shall 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) Goods are not insured by the warehouseman against loss or injury, however caused. If goods are not removed before the end of the next succeeding storage month, the warehouseman may sell them in accordance with applicable law.

(c) If the goods are not removed before the end of the next succeeding storage month, the warehouseman may sell them in accordance with applicable law.

(d) If the goods are not removed before the end of the next succeeding storage month, the warehouseman may sell them in accordance with applicable law.