



CAL HONO FREIGHT FORWARDERS, INC

General Terms and Conditions of Warehouse Receipt

September 2024

CONTRACT TERMS AND CONDITIONS

1. Definitions

- **Warehouse:** The cold storage facility operated by the warehouse operator, Cal Hono for the storage of perishable and temperature-sensitive goods.
- **Depositor:** The individual or entity delivering goods to the warehouse for storage, including any agents, contractors, or representatives acting on behalf of the depositor.
- **Goods:** Perishable, frozen, refrigerated, or temperature-controlled items delivered to the warehouse by the depositor.
- **Receipt:** The document issued by the warehouse, either in paper or electronic form, acknowledging receipt of the goods for cold storage.
- **Cold Storage:** Storage of goods in temperature-controlled environments, typically below ambient temperature, including refrigeration and freezing.

2. Acceptance of Goods

- The warehouse will only accept goods for cold storage that are adequately packaged and labeled to ensure their proper handling and storage.
- Goods must be in a condition that complies with all applicable health, safety, and food standards (e.g., FDA or USDA regulations).
- The warehouse reserves the right to inspect the goods for contamination, spoilage, or improper packaging before accepting them.
- If goods are rejected for storage, the warehouse will notify the depositor immediately, and the depositor must arrange for their removal or disposal at their expense.

3. Warehouse Responsibilities

- The warehouse will maintain at the specified temperature set below 10°F for frozen goods and 40°F below for chill goods, consistent with the type of goods being stored.
- The warehouse is not liable for fluctuations in temperature caused by factors beyond its control, such as power outages, mechanical failures, or natural disasters.
- The warehouse will ensure that its refrigeration and freezer systems are properly maintained and undergo regular inspections to minimize risks.
- The warehouse will comply with all health and safety regulations and maintain appropriate hygiene standards in its cold storage areas.

4. Depositor Responsibilities

- The depositor warrants that the goods are fit for cold storage, comply with applicable food safety standards, and are free from contaminants or defects.

- The depositor must provide a detailed inventory, including a description of the goods, the required storage temperature, expiration dates (if applicable), and any special handling instructions.
- The depositor must ensure that all goods are packed in a manner that preserves their integrity and protects them from contamination or damage while in cold storage.
- Any special storage or handling requirements, including specific temperature ranges, must be provided in writing and agreed upon before storage.

5. Payment Terms

- Cold storage fees will be charged based on the space occupied by the goods, the weight, or other factors outlined in the warehouse's rate schedule.
- Fees may vary depending on the temperature requirements (refrigerated or frozen) and the specific handling needs of the goods.
- Payment is due within the terms specified on the invoice. Failure to pay within the agreed terms may result in a lien being placed on the goods.
- The warehouse may adjust fees with prior notice based on changes in operational costs, including energy costs, labor, and regulatory requirements.

6. Limitation of Liability

- The warehouse's liability for loss, damage, or spoilage of goods shall be limited to \$0.50 per pound, unless otherwise agreed upon in writing.
- The warehouse shall not be liable for spoilage, loss, or damage to goods arising from:
 - The depositor's failure to properly package or label goods.
 - Inherent defects or perishability of the goods.
 - Power outages, mechanical failures, or other events beyond the control of the warehouse (e.g., natural disasters, governmental orders, pandemics).
- The warehouse will not be liable for indirect, incidental, or consequential damages, including loss of market or profits, caused by any delays or damage.

7. Lien and Right of Sale

- The warehouse reserves the right to retain possession of the goods stored under a warehouse lien for any outstanding charges, including storage fees, handling fees, and any other applicable costs.
- If payment is not received within the agreed timeframe, the warehouse reserves the right to sell or dispose of the goods in accordance with applicable law to recover the unpaid charges.
- The warehouse will notify the depositor before taking any action to sell or dispose of the goods.

8. Termination of Storage

- Either party may terminate the storage arrangement by providing reasonable written notice.
- Upon termination, the depositor must arrange for the removal of the goods from the warehouse within the agreed period.
- If the depositor fails to remove the goods within the notice period, the warehouse may continue to charge storage fees or, at its discretion, arrange for the removal and disposal of the goods at the depositor's expense.

9. Inspection and Access to Goods

- The depositor or their authorized representative may inspect the goods stored at the warehouse during regular business hours, subject to providing reasonable notice.
- The warehouse may limit access to cold storage areas to ensure the safety and preservation of the goods and the efficient operation of the facility.
- The warehouse reserves the right to refuse access if there are outstanding fees or if access would disrupt warehouse operations.

10. Handling and Special Services

- Additional handling services, such as loading, unloading, inventory management, repackaging, or sorting, are available upon request and may incur additional fees.
- Any special handling requirements (e.g., strict temperature controls during transport, quarantine procedures) must be communicated and agreed upon in writing.
- The warehouse is not responsible for performing special services unless specifically contracted to do so by the depositor.

11. Indemnification

- The depositor agrees to indemnify and hold harmless the warehouse, its employees, and agents from any claims, losses, or damages resulting from:
 - The depositor's failure to comply with applicable laws, regulations, or these terms and conditions.
 - Inaccurate or incomplete information provided by the depositor regarding the nature of the goods or their storage requirements.
 - Any damages caused by the goods to the warehouse, its property, or other stored goods.

12. Governing Law and Jurisdiction

- These terms and conditions shall be governed by and construed in accordance with the laws of the jurisdiction of State of California.
- Any disputes arising under these terms will be subject to the exclusive jurisdiction of the courts in that jurisdiction.

13. Force Majeure

- The warehouse will not be liable for delays or failure in performance due to events beyond its reasonable control, including but not limited to natural disasters, strikes, governmental actions, mechanical failures, or interruptions in utility services (e.g., power outages).

14. Notices

- All notices between the warehouse and the depositor must be in writing and sent via email, fax, or postal mail to the addresses provided in the warehouse receipt or agreement.
- Notices will be deemed received on the date of delivery if sent by email or fax, or three days after mailing if sent by postal mail.