



NNR Global Logistics USA Inc.

# Terms & Conditions for Warehousing



**Two Pierce Place, Suite 1800,  
Itasca, IL 60143  
Tel: (630) 773-1490 Fax: (630) 773-1442**

**Licensed IATA Cargo Agent  
FMC License No. 3292**

[www.nnrglobal.com](http://www.nnrglobal.com)

# Terms & Conditions for Warehousing

1. Agreement to Terms and Conditions. It is agreed that NNR's Warehouse Receipt Terms and Conditions will govern the dealings between NNR and Customer for all warehousing and storage services. It is furthermore agreed that NNR's Warehouse Receipt Terms and Conditions that are electronically published at <https://www.nnrglobal.com/all-download-documents-2/> may be amended by NNR from time to time, without notice. In the event of any conflict between these Warehouse Receipt Terms and Conditions as electronically published and as printed on any document, including a warehouse receipt, the electronically published version will control. It is expressly understood that these Warehouse Terms and Conditions do not cover or apply to any rights, obligations, terms or conditions of the freight forwarding, customs brokerage or other services that NNR has provided or may provide to the Customer; and that those separate services will be governed by their respective Terms and Conditions which are provided separately and are posted electronically at <https://www.nnrglobal.com/all-download-documents-2/>.
2. Definitions
  - a) "NNR" means NNR Global Logistics USA Inc. providing the warehousing services hereunder including its officers, directors, employees and agents of NNR while acting within the scope and course of their employment;
  - b) "Customer" means the person, company, firm or other entity for whom the Goods are stored and warehoused; and
  - c) "Goods" means the property tendered to NNR by Customer for which NNR has agreed to store pursuant to a warehouse agreement or warehouse receipt.
3. Ownership of Goods. Customer warrants that it is the lawful owner and/or has lawful possession of the Goods tendered for storage. Customer warrants that it has sole legal rights to store Goods tendered, to release Goods, and to instruct NNR regarding delivery or disposition of the Goods. Customer agrees to notify all parties acquiring any interest in the Goods of NNR's warehouse terms and conditions and further agrees to indemnify and hold NNR harmless from any claim by third parties relating to the ownership, storage, handling or delivery of Goods, or from any other services provided by NNR. Such indemnification will include any legal fees or costs incurred from any claim by a third party, regardless of whether litigation is actually filed.
4. Storage.
  - a) Pursuant to the terms and conditions, NNR agrees to receive, store, and release the Goods in accordance with Customer's reasonable instructions.
  - b) If NNR determines that the original palletization of Goods must be broken down for storage purposes, NNR will be authorized to break down the pallets without further notice required to Customer.
  - c) Storage Location. NNR will store the Goods at its discretion at any one or more buildings at NNR's warehouse location identified on the front side of a warehouse agreement or warehouse receipt. The identification of any specific location with NNR's warehouse facility does not guarantee that Goods will be stored at that location. Upon ten (10) days prior notice provided to Customer, NNR may at its own expense, remove Goods to any other warehouse facility operated, leased or rented (by subcontract) by NNR.
  - d) NNR may provide additional services to Customer as requested and as agreed. Additional handling charges will apply whenever Goods are pulled for distribution or release, whenever physical inventories are requested by Customer, and whenever additional services are requested that are not explicitly included in the monthly storage charge quoted to Customer. Such additional charges will be provided to Customer and will be invoiced to Customer in addition to any storage charges due.

5. Termination of Storage. NNR reserves the right to terminate storage and to require the removal of the Goods, or any portion thereof, by giving Customer thirty (30) days advance written notice. Customer will be responsible for payment of all charges attributable to said Goods within the stated period and for removing the Goods from the warehouse upon payment of all charges. If the Goods are not so removed, NNR may exercise its rights under applicable law including but not limited to selling the Goods.
6. Customer's Warranties & Tender for Storage.
  - a. Customer warrants that the Goods are properly marked, packaged, labeled and classified for handling and are fit for storage and any transportation as may be required. NNR will not accept Goods that are not properly packaged or which, in the reasonable opinion of NNR, are not suitable for movement or storage within the warehouse.
  - b. Customer will furnish at or prior to delivery, a manifest showing marks, brands or sizes to be accounted for separately and the class of storage desired, if applicable.
  - c. NNR's receipt and delivery of a LOT (or partial LOT) will be made without subsequent sorting except by special arrangement and subject to a charge.
  - d. Hazardous Materials. Unless otherwise made known to NNR in writing and accepted by NNR, Customer warrants that the Goods are not considered hazardous materials and/or dangerous goods at the time the Goods are tendered to NNR. If hazardous materials and/or dangerous goods are tendered for storage and accepted by NNR, a notation will be so made on the face of any warehouse receipt. Customer warrants that the Goods will be limited to the permissible materials and quantities in the then current regulations, and agrees to properly classify the Goods, to accurately describe the Goods, and to provide NNR with all necessary or useful information for the safe storage and handling of the Goods including but not limited to, whenever applicable, Material Safety Data Sheets and/or Product Safety Data Sheets. If Customer breaches any of the foregoing warranties related to tender of hazardous materials or dangerous goods, or otherwise delivers any such unfit Goods to NNR, NNR will be entitled to exercise all available remedies including the immediate destruction or removal of the Goods from the warehouse without notice to Customer. In the event of the foregoing breach of Customer warranties, Customer will be liable for all expenses costs, losses, damages, fines, penalties or other expenses of any sort incurred by NNR in connection with the removal, or destruction, or handling of the Goods and will indemnify NNR against all amounts, liabilities, claims, or damages arising in connection with the Goods.
  - e. For all Goods tendered for storage, Customer will supply such information and documents as are necessary to comply with all laws, rules and regulations. For all Goods, Customer will provide to NNR all documents or information necessary or useful for the safe and proper warehousing, handling, storage, and transportation (if any) of the Goods. If all such information and documents are not fully, accurately and timely provided to NNR, Customer will indemnify NNR for all consequences of such failure.
  - f. Customer warrants its compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws, as well as with the U.S. Foreign Corrupt Practices Act and similar laws related to anti-corruption and anti-bribery.
7. Payment Terms & Collection Expenses. Unless otherwise agreed to in writing between Customer and NNR. Warehousing and storage accounts are due and payable monthly, in advance. NNR will issue the monthly statement, in advance to Customer and Customer will pay NNR within 15 days

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of the invoice date unless otherwise agreed by the Parties in writing. All invoices not paid within 15 days of invoice date will be subject to a late fee of 1.5% per month, or the maximum rate then allowable pursuant to applicable law. If it becomes necessary for NNR to utilize a collection agency and/or an attorney to collect any unpaid amount owed or to assist in effectuating the lien provisions herein, Customer will be obligated to pay the collection agency fees and/or attorney fees, and expenses including court costs incurred, regardless of whether litigation is actually filed.

8. Lien Rights. NNR will have a general lien on all Goods tendered by Customer and upon any and all property belonging to Customer in NNR's possession, custody or control for all charges, advances or amounts of any kind due to NNR, including any prior or subsequent invoices issued to Customer by NNR (including charges for storage, handling, transportation, demurrage, terminal charges, insurance, labor, and any other charges incurred). NNR will have a general lien on all Goods and may refuse to surrender possession of the Goods until all charges or debts are paid in full. If such amounts remain unpaid for 30 days after NNR's demand for payment, NNR may sell the Goods at public auction or private sale or in any other manner reasonable and will apply the proceeds of such sale to the amounts owed. Customer remains responsible for any deficiency outstanding to NNR.
9. Liability.
  - a) NNR will not be liable for any loss or destruction of or damage to the Goods, however caused, unless such loss, damage or destruction resulted from NNR's failure to exercise such care in regard to the Goods as a reasonably careful person would exercise under like circumstances. NNR is not liable for damages which could not have been avoided by the exercise of such care. NNR and Customer agree that NNR's duty of care referred to herein will not extend to providing a sprinkler system at the warehouse facility.
  - b) In no event will NNR be liable for any loss or damage caused by:
    - i. acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical or equipment failures; cyber-attacks; civil commotions; hazards incident to a state of war; acts of terrorism; acts or omissions of customs or quarantine officials; acts of carriers related to security; the nature of the freight or any defects thereof; inherent vice of the goods; perishable qualities of the merchandise; fires; frost or change of weather; sprinkler leakage; floods; wind; storm; moths; public enemies; or other causes beyond its control;
    - ii. fragile articles injured or broken, unless packed by NNR's employees and unpacked by them at the time of delivery;
    - iii. pilferage or theft, unless such loss or damage is caused by the failure of NNR to exercise such ordinary care required by law; and
    - iv. concealed damage, or for losses incurred due to the concealed damage of the Goods.
  - c) Monetary Maximum Liability: In the event of loss or damage to the Goods for which NNR is legally liable, NNR's liability will be limited to actual value of the Goods, subject to a maximum of USD Five Thousand Dollars (\$5,000) per occurrence or loss, unless Customer declared a higher value for the goods and NNR agrees in writing to purchase insurance for the Goods at Customer's benefit, and Customer has paid the supplementary charge in accordance with the terms herein.

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- d. In no event will NNR be responsible for loss or damage to documents, stamps, securities, artwork, heirlooms, jewelry or other articles of high and unusual value unless a special agreement in writing is made between NNR and Customer with respect to such articles.
  - e. No Consequential Damages. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF NNR'S DUTIES, NEGLIGENCE LIABILITY WITHOUT FAULT OR ANY OTHER LEGAL THEORY OR BASIS, WILL NNR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF MARKET, LOSS OF INCOME, DAMAGES ARISING FROM LOSS, ATTORNEYS FEES OR PUNITIVE DAMAGES, WRONG DELIVERY, OR DAMAGE TO PROPERTY, LOSS OF USE OF GOODS, COST OF SUBSTITUTED GOODS, DELAYED DELIVERY OR FAILURE TO ATTEMPT DELIVERY, WHETHER OR NOT NNR HAD KNOWLEDGE THAT SUCH DAMAGES OR LOSSES MIGHT OCCUR.
10. Optional Insurance Offering. NNR does not insure the Goods while in storage and the storage rates or charges billed to Customer do not include any insurance on the Goods. The Goods will therefore not be insured for any loss or damage, and the limitation of Liability set forth in paragraph 9 will apply in all circumstances where NNR is legally liable for such loss or damage, unless the Customer has requested in writing that NNR obtain insurance for the Customer's benefit, and the Customer has paid the required premium to NNR for such additional insurance. Except as provided above, NNR will not obtain insurance on the Goods for Customer's benefit while the Goods are being stored at NNR's facility.
11. Temperature or Humidity Controlled Storage. Unless specifically agreed to in writing, NNR will not be responsible for storage of the Goods in a temperature or humidity-controlled environment. Customer knowingly accepts that the Goods will be warehoused in a non-temperature/humidity-controlled environment. NNR will not be responsible for any loss or damage to the Goods that result from fluctuations in temperature range or in humidity levels of the warehouse. NNR will furthermore not be responsible for losses or damages incurred to Perishable Goods, unless otherwise agreed to in writing prior to tender of the Goods for storage.
12. Inspection & Security. All shipments are subject to inspection by NNR; by NNR's Carriers for any transportation services provided, if any; and by any duly authorized government or regulatory entities, including but not limited to the U.S. Transportation Security Administration, U.S. Customs and Border Protection, and like entities. Notwithstanding the foregoing right to inspect shipments, NNR is not obligated to perform such inspection except as mandated by law. Further, NNR reserves the right to unilaterally reject any shipment that it deems unfit for transport, or for storage under this Warehouse Receipt, after inspection.
13. Notice of Claim and Filing of Suit.
  - a. NNR will not be liable for any claim whatsoever for any loss, damage, or destruction of the Goods unless it is timely filed, in writing, within a maximum of thirty (30) days after Customer knew, or should have known by the exercise of reasonable care, of such loss or damage.
  - b. Time Bar. Any lawsuit or other claim against NNR with respect to the Goods will be forever waived unless commenced within two (2) years after Customer knew or should have known by the exercise of reasonable care, about such loss or damage.
14. Notices. All written notices herein may be transmitted by any commercially reasonable means of communication providing delivery receipt to the sender and will be directed to NNR and Customer at the address written on any warehouse agreement or warehouse receipt, unless otherwise instructed by either party in writing.

15. **Governing Law.** This Warehouse Receipt will be governed by the laws of the State where NNR's warehouse is located, as identified on the warehouse agreement or warehouse receipt, without reference to its conflict of laws principles.