



**CUSTOMER ACCOUNT APPLICATION AND AGREEMENT**

Registered Business Name \_\_\_\_\_

Address (Street & P.O. Box, if applicable) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Billing Address (if different from above) \_\_\_\_\_

Phone # (\_\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_

Type of Organization: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietor

Name & Addresses of Owners, Partners or Corporate Officers and their Titles:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTACTS: Production \_\_\_\_\_ Phone # (\_\_\_\_\_) \_\_\_\_\_

Accounting \_\_\_\_\_ Phone # (\_\_\_\_\_) \_\_\_\_\_

TAX ID# \_\_\_\_\_ RESALE TAX # \_\_\_\_\_ SALES TAX EXEMPTIONS \_\_\_\_\_

**BANK REFERENCES**

First Bank \_\_\_\_\_ Second Bank \_\_\_\_\_

Branch \_\_\_\_\_ Branch \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Branch Manger \_\_\_\_\_ Branch Manager \_\_\_\_\_

Phone # (\_\_\_\_\_) \_\_\_\_\_ Phone # (\_\_\_\_\_) \_\_\_\_\_

Fax # (\_\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_

Bank Account # \_\_\_\_\_ Bank Account # \_\_\_\_\_

(MUST BE COMPLETED)

(MUST BE COMPLETED)

**CREDIT REFERENCES**

Name \_\_\_\_\_ Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_ Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone # (\_\_\_\_\_) \_\_\_\_\_ Phone # (\_\_\_\_\_) \_\_\_\_\_ Phone # (\_\_\_\_\_) \_\_\_\_\_

Fax # (\_\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_

Highest Credit \$ \_\_\_\_\_ Highest Credit \$ \_\_\_\_\_ Highest Credit \$ \_\_\_\_\_

Anticipated Dollar Volume \_\_\_\_\_ Summer Months \_\_\_\_\_ Winter Months \_\_\_\_\_

The undersigned will immediately notify Seafreeze Company of any material change in the information provided above. The terms of payment shall be net 10 days from invoice date. Invoices not paid within 30 days are subject to late charges on the unpaid amount, at the rate of 1 1/2% per month. Seafreeze requires full payment before releasing the Product. The undersigned further understands that Seafreeze will not accept liability for damage incurred as a result of inventory being held for payment of services charges. The undersigned has read and understands the General Terms & Conditions.

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

PLEASE INCLUDE A COPY OF YOUR CURRENT FINANCIAL STATEMENTS.



# SEAFREEZE COLD STORAGE WAREHOUSE CONTRACT TERMS AND CONDITIONS

## SECTION 1 - DEFINITIONS

- As used in this Warehouse Receipt the following terms have the following meanings:
- (a) STORER. The person, firm, corporation or other entity for whom the GOODS described herein are stored and to whom this Warehouse Receipt is issued and anyone else claiming an interest in the GOODS.
  - (b) COMPANYY. (SEAFREEZE COLD STORAGE). As used in Sections 9 and 10 hereof COMPANYY includes officers, directors, employees and agents of the COMPANYY while acting within the scope and course of their employment.
  - (c) LOT. Unit or units of GOODS which are separately identified by the COMPANYY.
  - (d) ADVANCE. All sums due or claimed to be due COMPANYY from STORER or others relating to the GOODS regardless of the source, whether liquidated or not, including but not limited to loans, disbursements, charges made for the account of the STORER or GOODS necessary for the preservation of GOODS or reasonably incurred in their sale pursuant to law.
  - (e) GOODS. The personal property and/or any portion thereof which is described herein and/or which COMPANYY has agreed to receive and/or store pursuant to this Warehouse Receipt.

## SECTION 2 - TENDER FOR STORAGE

- (a) All GOODS for storage shall be delivered at the warehouse properly marked and packed for handling.
- (b) STORER shall furnish, at or prior to such delivery, a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired. Otherwise, the GOODS may be stored in bulk or assorted lots in freezer, cooler or general storage at the discretion of the COMPANYY and charges for such storage will be made at the applicable storage rate.
- (c) Receipt and delivery of all or any units of a LOT shall be made without subsequent sorting except by special arrangement and subject to a charge.
- (d) COMPANYY shall store and deliver GOODS only in the packages in which they are originally received unless otherwise agreed to in writing.
- (e) Unless STORER shall have given, at or prior to delivery of the GOODS, written instructions to the contrary, COMPANYY, in its discretion, may commingle and store in bulk different lots of fungible GOODS, whether or not owned by the same STORER.
- (f) COMPANYY shall not be responsible for segregating GOODS by production code date unless specifically agreed to in writing.

## SECTION 3 - TERMINATION OF STORAGE

- (a) COMPANYY may, upon written notice, as required by law, require the removal of the GOODS, or any portion thereof, from the warehouse upon the payment of all charges attributable to said GOODS within a stated period, not less than 30 days after such notification. If said GOODS are not so removed, COMPANYY may sell them as provided by law and shall be entitled to exercise any other rights it has under the law with respect to said GOODS.
- (b) If, in the opinion of the COMPANYY, GOODS may be about to deteriorate or decline in value to less than the amount of the COMPANYY'S lien thereon, or may constitute a hazard to other property or the warehouse or persons, the GOODS may be removed or disposed of by COMPANYY as permitted by law. All charges related to said removal shall be paid by STORER.

## SECTION 4 - STORAGE LOCATION

- (a) The GOODS shall be stored at COMPANYY'S discretion at any one or more buildings at COMPANYY'S warehouse complex identified on the front side of this Warehouse Receipt. The identification of any specific location within COMPANYY'S warehouse complex does not guarantee that the GOODS shall be stored therein.
- (b) Subject to any contrary written instructions given by STORER, COMPANYY may, at any time, at its expense, and without notice to STORER remove any GOODS from any room or area of the warehouse complex to any other room or area thereof.

## SECTION 5 - STORAGE CHARGES

- (a) Storage charges commence upon the date that COMPANYY accepts care, custody and control of the GOODS, regardless of unloading date or date warehouse receipt is issued. Charges shall be computed separately for each LOT on the following basis:
- (b) Storage charges are quoted on a "SPLIT MONTH BASIS". The storage month shall be a calendar month. A full month's storage shall apply to all GOODS received between the 1st and 15th, inclusive, of a calendar month. One half month's storage charge will apply on all GOODS received between the 16th and last day, inclusive, of a calendar month. A full month's storage charge shall apply on the 1st day of the next calendar month and each month thereafter on all GOODS then remaining in storage.
- (c) Charges shall be applicable as set forth in the rate quotations or other document issued by COMPANYY to STORER and/or in COMPANYY'S tariff.
- (d) Rates quoted by weight will, unless otherwise specified, be computed on gross weight and 2,000 pounds shall constitute a ton.

## SECTION 6 - HANDLING CHARGES

- (a) Unless otherwise specified or elected by COMPANYY, handling charges cover only the ordinary labor and duties incidental to receiving and delivering unitized GOODS on pallets at the warehouse dock during normal warehouse hours but do not include loading and unloading.
- (b) Unless otherwise specified, a charge in addition to the regular handling charges will be made for any work performed by COMPANYY other than specified in Section (a) at rates which are in effect from time to time, a copy of which rates are available upon request.
- (c) When GOODS are ordered out in quantities less than in which received, the COMPANYY may make an additional charge for each order or each item of an order.
- (d) Delivery by the COMPANYY of less than all units of any LOT or of less than all the fungible GOODS stored for STORER shall be made without subsequent sorting except by special arrangement and subject to an additional charge.

## SECTION 7 - TRANSFER OF TITLE; DELIVERY

- (a) Instructions by STORER to transfer GOODS to the account of another are not effective until delivered to and accepted by COMPANYY. Charges will be made for each such transfer and for any rehandling of GOODS deemed by COMPANYY to be required thereby. COMPANYY reserves the right not to deliver or transfer GOODS to or for the account of others except upon receipt of written instructions properly signed by STORER.
- (b) STORER may furnish written instructions authorizing COMPANYY to accept telephone orders for delivery. In such case, (1) COMPANYY may require that each telephone order be confirmed by STORER in writing within 24 hours, and (2) acceptance by COMPANYY of any telephone order shall be at the risk of STORER. COMPANYY will not be liable for any loss resulting from delivery made pursuant to telephone order, whether or not so authorized, unless COMPANYY failed to exercise reasonable care with respect thereto.
- (c) COMPANYY shall have a reasonable time to make delivery after GOODS are ordered out and shall have a minimum of 10 business days after receipt of a delivery order in which to locate any misplaced GOODS.
- (d) If COMPANYY has exercised reasonable care and is unable, due to causes beyond its control, to effect delivery before expiration of the current storage period, the GOODS will be subject to storage charges for each succeeding storage period.
- (e) All instructions and request for delivery of GOODS or transfer of title are received subject to satisfaction of all charges, liens and security interest of COMPANYY with respect to the GOODS whether for accrued charges or advances or otherwise.
- (f) COMPANYY may require, as a condition precedent to delivery, a statement from STORER holding COMPANYY harmless from claims of others asserting a superior right to STORER to possession of the GOODS. Nothing herein shall preclude COMPANYY from exercising any other remedy available to it under the law to resolve conflicting claims to possession of the GOODS. All costs, including attorney's fees, incurred by COMPANYY relating in any way to COMPANYY'S activities referred to in SECTION 7 (f) shall be charged to STORER and shall, for purposes of SECTION 12 below, be considered "charges present or future with respect to such GOODS" and shall attach as a lien on the GOODS.

## SECTION 8 - OTHER SERVICES AND ALL CHARGES

- (a) Other services rendered in the interest of STORER or the GOODS are chargeable to STORER. Such services may include but are not limited to the following: furnishing of special warehouse space or material, repairing, weighing, sorting, labeling, restacking, inspecting, performing inventories, making collections, reporting or recording marked weights or numbers, and handling shipments.

- (b) Unless COMPANYY specifies otherwise, all charges and ADVANCES are due and payable 10 days from the date of invoice. All charges and ADVANCES not paid within 10 days from the date of invoice are subject to an interest charge, from the date said charge or ADVANCE became due until paid, at the lesser of 1.5% per month or the maximum amount allowed by law.
- (c) STORER may, subject to insurance regulations and reasonable limitations, inspect the GOODS when accompanied by an employee of COMPANYY whose time is chargeable to STORER.
- (d) In the event of damage or threatened damage to the GOODS, STORER shall pay all reasonable and necessary costs of protecting and preserving the GOODS. When the costs of protecting and preserving stored GOODS are attributable to more than one STORER, said costs shall be apportioned among all affected STORERS on a pro rata basis to be determined by the COMPANYY.
- (e) COMPANYY shall provide dunnage bracing and fastenings where it deems it appropriate on outbound shipments and the cost thereof is chargeable to STORER.
- (f) Any additional costs incurred by COMPANYY in unloading railcars, containers, or trucks containing damaged GOODS are chargeable to STORER.
- (g) COMPANYY shall not be responsible for demurrage charges or delays in loading or unloading unless such demurrage charge or delay was caused solely by COMPANYY'S negligence.
- (h) A charge in addition to regular storage and handling rates may be made for bonded storage. COMPANYY may assess an additional charge when GOODS, designated for freezer storage, are received at temperatures above 5 degrees Fahrenheit; however COMPANYY shall not be responsible for blast freezing GOODS unless STORER specifically requests such services in writing, and such services are available.
- (i) All storage, handling, and other services may be subject to minimum charges.
- (k) STORER agrees to pay COMPANYY all costs and advances including reasonable attorney's fees incurred by COMPANYY in connection with the storage, handling and/or disposition of the GOODS, including without limitation, such costs, advances, and/or fees relating to lawsuits (including Bankruptcy proceedings) involving in any way said GOODS and/or STORER'S performance under this agreement. All such costs, advances, and fees, for purposes of SECTION 12 below, shall constitute "charges present or future with respect to such GOODS".

## SECTION 9 - LIABILITY AND LIMITATION OF DAMAGES

- (a) COMPANYY shall not be liable for any loss, damage or destruction to GOODS, however caused, unless such loss, damage or destruction resulted from the COMPANYY'S failure to exercise such care in regard to the GOODS as a reasonably careful person would exercise under like circumstances. COMPANYY is not liable for damages which could not have been avoided by the exercise of such care.
- (b) COMPANYY and STORER agree that COMPANYY'S duty of care referred to in Section 9(a) above does not extend to providing a sprinkler system at the warehouse complex or any portion thereof.
- (c) Unless specifically agreed to in writing, COMPANYY shall not be required to store GOODS in a humidity controlled environment or be responsible for tempering GOODS.
- (d) IN THE EVENT OF LOSS, DAMAGE OR DESTRUCTION TO GOODS FOR WHICH THE COMPANYY IS LEGALLY LIABLE, STORER DECLARES THAT COMPANYY LIABILITY SHALL BE LIMITED TO THE LESSER OF THE FOLLOWING: (1) THE ACTUAL COST TO STORER OF REPLACING, OR REPRODUCING THE LOST, DAMAGED AND/OR DESTROYED GOODS TOGETHER WITH TRANSPORTATION COSTS TO WAREHOUSE; (2) THE FAIR MARKET VALUE OF THE LOST, DAMAGED AND/OR DESTROYED GOODS ON THE DATE STORER IS NOTIFIED OF LOSS, DAMAGE AND/OR DESTRUCTION; (3) 50 TIMES THE MONTHLY STORAGE CHARGE APPLICABLE TO SUCH LOST, DAMAGED AND/OR DESTROYED GOODS; (4) \$0.50 PER POUND FOR SAID LOST, DAMAGED, AND/OR DESTROYED GOODS. PROVIDED HOWEVER, THAT WITHIN A REASONABLE TIME AFTER RECEIPT OF THIS WAREHOUSE RECEIPT, STORER MAY, UPON WRITTEN REQUEST INCREASE COMPANYY'S LIABILITY OF PART OR ALL OF THE GOODS IN WHICH CASE AN INCREASED CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION; FURTHER PROVIDED THAT NO SUCH REQUEST SHALL BE VALID UNLESS MADE BEFORE LOSS, DAMAGE OR DESTRUCTION TO ANY PORTION OF THE GOODS HAS OCCURRED.
- (e) The COMPANYY'S liability referred to in Section 9(d) shall be STORER'S exclusive remedy against COMPANYY for any claim or cause of action whatsoever relating to loss, damage and/or destruction of GOODS and shall apply to all claims including inventory shortage and mysterious disappearance claims unless STORER proves by affirmative evidence that COMPANYY converted the GOODS to its own use. STORER waives any rights to rely upon any presumption of conversion imposed by law. In no event shall STORER be entitled to incidental, special, punitive, or consequential damages.

## SECTION 10 - NOTICE OF CLAIM AND FILING OF SUIT

- (a) COMPANYY shall not be liable for any claim of any type whatsoever for loss and/or destruction of and/or damage to GOODS unless such claim is presented, in writing, within a reasonable time, not exceeding 60 days after STORER learns or, in the exercise of reasonable care, should have learned of such loss, destruction and/or damage.
- (b) As a condition precedent to making any claim and/or filing any suit, STORER shall provide COMPANYY with a reasonable opportunity to inspect the GOODS which are the basis of STORER'S claim.
- (c) NO LAWSUIT OR OTHER ACTION MAY BE MAINTAINED BY STORER OR OTHERS AGAINST COMPANYY WITH RESPECT TO THE GOODS UNLESS A TIMELY WRITTEN CLAIM HAS BEEN MADE AS PROVIDED IN PARAGRAPH (A) OF THIS SECTION AND UNLESS STORER HAS PROVIDED WAREHOUSEMAN WITH A REASONABLE OPPORTUNITY TO INSPECT THE GOODS AS PROVIDED IN PARAGRAPH (B) OF THIS SECTION AND UNLESS SUCH LAWSUIT OR OTHER ACTION IS COMMENCED WITHIN 9 MONTHS AFTER STORER LEARNS OR, IN THE EXERCISE OF REASONABLE CARE, SHOULD HAVE LEARNED OF THE LOSS AND/OR DESTRUCTION OF AND/OR DAMAGE TO THE GOODS.

## SECTION 11 - INSURANCE

GOODS are not insured by COMPANYY and the storage rates do not include insurance on the GOODS unless COMPANYY has agreed in writing to obtain such insurance for the benefit of STORER.

## SECTION 12 - LIEN

COMPANYY shall have a lien against the GOODS and on the proceeds thereof for all charges for storage, handling, transportation (including demurrage and terminal charges), insurance, labor and other charges present or future with respect to the GOODS, advances or loans by COMPANYY in relation to the GOODS and for expenses necessary for preservation of the GOODS or reasonably incurred in their sale pursuant to law. COMPANYY further claims a lien on the GOODS for all such charges, advances and expenses in respect to any other GOODS stored by STORER in any warehouse owned or operated by COMPANYY wherever located and whenever deposited and without regard to whether or not said other GOODS are still in storage.

## SECTION 13 - WAIVER - SEVERABILITY

- (a) COMPANYY'S failure to insist upon strict compliance with any provision of this Warehouse Receipt shall not constitute a waiver or estoppel to later demand strict compliance thereof and shall not constitute a waiver or estoppel to insist upon strict compliance with all other provisions of this Warehouse Receipt.
- (b) In the event any section of the Warehouse Receipt or part thereof shall be declared invalid, illegal and/or unenforceable, the validity, legality and enforceability of the remaining sections and parts shall not, in any way, be affected or impaired thereby.

## SECTION 14 - AUTHORITY

STORER represents and warrants that it either (i) is the lawful owner of the GOODS which are not subject to any lien or security interest of others; or (ii) is authorized agent of the lawful owner and/or any holder of a lien or security interest and has full power and authority to enter into the agreement incorporated into this Warehouse Receipt. STORER agrees to notify all parties acquiring any interest in the GOODS of the terms and conditions of this Warehouse Receipt and to obtain, as a condition of granting such an interest, the agreement of such parties to be bound by the terms and conditions of this Warehouse Receipt.

## SECTION 15 - NOTICES

All written notices provided herein may be transmitted by any commercially reasonable means of communication and directed to COMPANYY at the address on the front hereof and to STORER at its last known address. STORER is presumed to have knowledge of the contents of all notices transmitted in accordance with this Section within five days of transmittal.

## SECTION 16 - ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between COMPANYY and STORER relating to the GOODS and supersedes all existing agreements between them whether written or oral and shall not be changed, amended or modified except by written agreement signed by representatives of COMPANYY and STORER.

EFFECTIVE FEBRUARY 1, 2005

TARIFF

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_