

# THREE RIVERS MARINE & RAIL TERMINALS, L.P.

Vista One Professional Center  
17 Arentzen Blvd., Suite 206  
Charleroi, PA 15022  
(724) 489-4100 Facsimile: (724) 489-0655

## MASTER WAREHOUSE RECEIPT AGREEMENT

Customer Name: \_\_\_\_\_ Date: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ Facsimile: \_\_\_\_\_

### STANDARD TERMS AND CONDITIONS:

1. Three Rivers Marine & Rail Terminals LP., "THREE RIVERS" and \_\_\_\_\_ "CUSTOMER." This Agreement shall be a Master Agreement that will be supplemented as actual goods are delivered to the Gibsonton Site of THREE RIVERS.
2. Responsibility for Loss:  
THREE RIVERS is not responsible for loss or damage caused by fires, frost or change of weather, riots, strikes, earthquakes, floods, war, terrorist actions, insurrections, or from inherent or perishable qualities of the merchandise; and is not responsible for loss or damage caused by leakage, spontaneous combustion, pilferage, ratage, theft, vermin, or water or other causes beyond its control.
3. Limitation of Damages and Claims:  
The CUSTOMER declares and agrees that any claim for damages to the commodities stored shall be limited to the actual value of the commodities.
4. Insurance:  
Rates do not include fire or other insurance. THREE RIVERS will **NOT** arrange for insurance for the benefit of the CUSTOMER for any loss or injury to the commodities. CUSTOMER is responsible for insuring the goods.
5. Conversion:  
As a condition of storage, the failure of THREE RIVERS to deliver goods to any person entitled thereto shall not constitute a conversion of goods nor subject THREE RIVERS to any liability whatsoever when such nondelivery results from causes arising from strikes, lockouts, work stoppages, or restraints of labor, from whatever cause.
6. Misunderstandings:  
THREE RIVERS will not be responsible for loss or damage occasioned by any misunderstanding of orders or instructions received or taken by telephone or orally.
7. Claims:  
As a condition precedent to recovery, claims for loss or damage must be made in writing within fifteen (15) days after the merchandise is delivered from THREE RIVERS.
8. Special Services:  
THREE RIVERS will not be responsible for any special service not expressly undertaken by it in writing. CUSTOMER is responsible for notice to THREE RIVERS if any goods require special handling. THREE RIVERS reserves the right to refuse to handle hazardous, volatile, or other type of goods, in the judgment of THREE RIVERS, which pose a potential threat to persons or property. In this connection, CUSTOMER shall be responsible for and will otherwise indemnify, protect, and hold harmless THREE RIVERS and any of its other Customers of and from any and all claims arising from the goods including but not limited to claims arising from environmental pollution; environmental hazard; explosion; fire; leakage; spillage; chemical instability; acids; bases; or other similar hazards, together with reasonable costs of cleanup, litigation, attorney's fees and consultant's fees.

THREE RIVERS reserves the right to determine all charges accruing or anticipated to be accrued with respect to any goods in advance of any shipment from its facility or loading upon barge, train or truck.

CUSTOMER is responsible for all documents of title and compliance with all applicable rules and regulations relating to the shipment or transportation of the goods by execution of this document. The CUSTOMER warrants and represents to THREE RIVERS that it is the owner of the goods and has all applicable rights with respect to the goods under the Pennsylvania Uniform Commercial Code. THREE RIVERS shall not be liable to third parties for any defect in title relative to the goods.

9. Termination:

In case of accident to the plant, premises, or machinery of THREE RIVERS, or if for any reason it shall be deemed by THREE RIVERS to be unsafe or inexpedient to continue the storage of the goods herein described, THREE RIVERS may terminate this service by notifying CUSTOMER of such termination, and requiring the immediate removal of such goods. CUSTOMER agrees that within forty-eight (48) hours after receipt of such notice he will pay all charges and remove said goods, failing in which, and at the expiration of said forty-eight (48) hours, the liability of THREE RIVERS from any cause whatsoever shall cease.

10. Misdelivery :

THREE RIVERS will not be responsible for misdeliveries made in good faith in reliance on orders given by ostensible or alleged agents, representatives, or employees of CUSTOMER when such deliveries are directly or indirectly induced, whether wholly or in part, by negligence, laches, or loose practice on the part of CUSTOMER.

11. Warehouseman's Lien:

In all proceedings to satisfy THREE RIVERS lien, such lien may be deemed to have been acquired, and the sale to satisfy the same may be held, at the site in which said goods are stored, and publication of notice of such sale, whenever requisite, may be made in any newspaper of general circulation in Westmoreland County, Pennsylvania, and the person entitled to said goods at the time of the original issuance of this Receipt, at the option of THREE RIVERS, shall be deemed to be the person on whose account said goods are held, notwithstanding the transfer of this Receipt, unless the transferee shall have notified THREE RIVERS in writing of such transfer and of his address, in which case said transferee (or if there be more than one such transfer, then the last of such transferees who shall have given such notice), shall be deemed to be the person on whose account said goods are held and the failure by any transferee to so notify THREE RIVERS shall constitute a waiver, as to him, of any and all demands, notices, and requirements connected with such sale.

12. Rewarehousing:

THREE RIVERS reserves the right at its own expense to move the goods herein described from one storage area to another or, on notice to last known CUSTOMER thereof.

13. References:

All references to CUSTOMER contained herein shall include all successors in interest to all or any portion of said goods.

14. Credit Terms:

All charges by THREE RIVERS are payable within 30 days of invoice and all payments shall be made to THREE RIVERS at its office in Charleroi, Pennsylvania. If unpaid after the passage of thirty (30) days, interest on the unpaid balance shall be charged at the rate of 1 1/2% per month. Any suit may be instituted against a CUSTOMER in the Court of Common Pleas of Westmoreland County, Pennsylvania, and the CUSTOMER hereby consents to such venue and jurisdiction. The law of Pennsylvania shall apply to the within matter.

The weight of any goods shall be determined by the scales of THREE RIVERS.

15. Agreement as to Conditions:

The provisions of this Receipt shall apply to and bind CUSTOMER, his heirs, personal representatives, successors, and assigns, and THE PARTY ACCEPTING THIS MASTER AGREEMENT AND ALL SUCCESSORS IN INTEREST AND ASSIGNS HEREOF ADMIT READING THE SAME AND UNDERSTANDING ITS LANGUAGE AND LEGAL EFFECT AND THEREBY AGREE TO ITS CONDITIONS.

Transfers of merchandise are **NOT COMPLETE** unless made on the books of THREE RIVERS. The books of THREE RIVERS shall be deemed to be sufficient memoranda of any goods and the charges thereof.

These goods may be delivered upon written order without surrender of this Master Agreement.

**INTENDING** to be legally bound hereby, the CUSTOMER has executed this Master Agreement this \_\_\_\_\_ day

Of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Customer