



## **Limitation of Liability**

The liability of the warehouseman for damage to, loss, or destruction of any article or item of merchandise or package (carton, pallet, box, crate) containing merchandise as received and as described on our warehouse receipt, shall not exceed and is herein limited to the sum of \$0.50 per lb. of any such article or item of merchandise or package containing merchandise as received and described on this receipt, or in the event the weight is not otherwise known at the time of receipt, the liability of the warehouseman for damage due to, loss, or destruction of any such article or item of merchandise, or package (carton, pallet, box, crate) shall not exceed and shall be limited to the sum of \$50.00 per delivery.

However, the liability of the warehouseman may, on written request of the owner (or shipper or supplier or delivering carrier) of the merchandise, be increased if, prior to or no later than at the time of receipt of the merchandise by the warehouseman, the owner (or shipper or supplier or delivering carrier) of the merchandise (1) has declared in writing to the warehouseman the value of the merchandise, or inserts the value on this receipt at the time the merchandise is received by the warehouseman, and (2) pays a monthly charge of .5% of the declared value in addition to the regular monthly charges, it being understood that this additional charge for the declared value does not have to be prepaid. Declared cargo value \$\_\_\_\_\_.

For purpose of the foregoing, it is understood and agreed that the carrier delivering the merchandise which is the subject of this receipt, and who has acknowledged delivery to the warehouseman, shall be deemed to be duly authorized and appointed agent and representative of the owner (shipper or supplier) of the merchandise for purposes of executing this receipt, declaring the value if any of the merchandise received, and for any other provision, term, or condition for which notification to the owner (or shipper or supplier) is required by law.

The parties intend that the above Limitation of Liability satisfies the requirements of Section 7-204 of the Uniform/Commercial Code as enacted in the State of Florida.