



## **Warehousing and Storage Terms and Conditions of Service**

Revised July 23, 2025



## **Terms and Conditions of Service**

### **1. Definitions**

In these Terms and Conditions of Service, "BTX" means Bacarella Transportation Services, Inc. d/b/a BTX Global Logistics, Inc., its respective affiliates, employees, agents and independent contractors, and any subcontracted carriers or warehouse operators contracted by BTX to assist with performing warehousing and storage services to Customer. "Conditions" shall mean all the terms and conditions of service stated herein. "Customer" means the person, company or other entity who owns the Goods or has the legal right to arrange for the storage of the Goods. "Goods" means the merchandise, cargo or freight tendered to BTX by Customer for storage.

### **2. Agreement to Terms.**

By tendering Goods to BTX for storage, it is agreed amongst the parties involved that these Conditions shall govern all warehousing and storage related matters between BTX and Customer. It is further agreed that these Conditions shall supersede any rules, regulations or contractual terms contained on any shipping document on which the Goods were tendered to BTX. Except to the extent of any written contract signed by an authorized representative of Customer and BTX which purports to supersede these Conditions, these Conditions supersede and negate any claimed, alleged, or asserted oral or written contract, promise, representation, or understanding between the parties with respect to storage and warehousing services.

Any exclusion or limitation of liability or other provision benefiting BTX shall apply to and be for the benefit of BTX's agents, servants, subcontractors and representatives and any person providing warehousing and storage services covered by these Conditions. Any such limitation of liability shall be a single, aggregate limitation, and a single aggregate right of recovery, and satisfaction of such limitation by any one or more of the foregoing persons shall act as a satisfaction of such limitation by all of them. It shall also result in a full assignment and release of claims by each Customer. Without prejudice to the foregoing, no benefits hereunder extend to any such persons with respect to any claim brought against them by BTX. Customer warrants that it shall make no claim against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the warehousing and storage services without the prior written consent of BTX.

BTX's liability with respect to its undertaking to file or submit any information, in any format, to any government regulatory agency, organization or similar entity on Customer's behalf and written authorization, whether in conjunction with the Conditions contemplated herein, shall be governed by **Bacarella Transportation Services, Inc. d/b/a BTX's** General Terms and Conditions available at [www.btxglobal.com](http://www.btxglobal.com), which may be amended from time to time without notice.



### **3. Storage Period and Charges**

- A. Unless otherwise agreed in writing, all charges for storage are per package or other agreed unit per month as per available space.

Charges will be assessed as follows:

- Storage: Storage will be invoiced at the start of each month for the subsequent Month. Any inventory added during the month will be invoiced on a prorated basis for the month.
- Postage: Postage/Parcel Shipments will be invoiced Weekly, and invoice will be due upon receipt, although a prepayment may be required depending on level of spend.
- All others: All other charges will be invoiced at the end of each month for the preceding Month.

- B. The storage month begins on the date that BTX accepts care, custody and control of the Goods, regardless of unloading date or date of issue of a warehouse receipt.
- C. Except as provided in paragraph (D) of this section, a full month's storage charge will apply on all Goods received between the first and the 15th, inclusive, of a calendar month; one-half month's storage charge will apply on all Goods received between the 16th and the last day, inclusive, of a calendar month, and a full month's storage charge will apply to all Goods in storage on the first day of the next and succeeding calendar months.
- D. BTX may charge relevant minimum monthly charges to each account when one Customer has several accounts, each requiring separate records and billing.
- E. Parcel Shipping rates provided by BTX to Customer are subject to the terms and conditions of the carriers (UPS, FedEx, DHL, USPS) contracted. All surcharges and accessorial charges will apply to the rates supplied to the client.
- F. All storage charges are due within thirty (30) days from the date of invoice. The Customer may not dispute invoices after more than fifteen (15) days from the date of the invoice. In addition, Customer may not offset payment of invoices for disputed claims without the prior written consent of BTX. Any invoice over fifteen (15) days past due may be assessed as a late fee at the rate of 1.5% per month until paid.

### **4. Shipping**

- A. Common carriers engaged by Customer to ship Goods to a BTX's facility must telephone BTX at least one (1) business day in advance of delivery to obtain an appointment. Delivery appointments may be scheduled Monday through Friday from 9:00a.m. to 5:00p.m. local standard time, exclusive of all federal and state holidays.



- B. Customer agrees not to ship Goods to BTX's facility showing BTX as the named consignee. If, in violation of these Conditions, Goods are shipped to BTX as the named consignee, Customer agrees to notify carrier in writing prior to such shipment, with a copy of such notice to BTX, that BTX named as consignee is a warehouseman under law and has no beneficial title or interest in such property. Customer further agrees to indemnify and hold harmless BTX from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention, or charges of any nature, in connection with Goods so shipped. Customer further agrees that, if it fails to notify carrier as required by the preceding sentence, BTX shall have the right to refuse such Goods and shall not be liable or responsible for any loss, injury or damage of any nature to, or related to, such Goods. An example of consignment instructions are as follows:

All Shipments should be consigned as follows:

**CUSTOMER NAME**

C/O BTX Global Logistics

Address of Warehouse Location

City, State/Province Zip Code/Postal Code

**5. Tender for Storage**

All Goods tendered for storage and handling shall be delivered at the warehouse in a segregated manner, properly marked and packaged for handling. Customer shall furnish or cause to be furnished at or prior to such delivery, a manifest or other accurate information showing the Goods to be kept and accounted for separately. In the event that Goods tendered to BTX do not conform to the description provided to BTX by Customer BTX may refuse to accept such Goods. If BTX accepts such Goods, Customer agrees to pay the applicable rates and charges including the labor rate to remedy such deficiency. BTX is not a guarantor of the condition of such Goods under any circumstances including but not limited to hidden, concealed, or latent defects in the Goods. Concealed shortages, damage or tampering will not be the responsibility of BTX. In no event will BTX be liable for loss or damage caused by the events set forth in the Force Majeure section of these Conditions or the inherent vice or nature of the Goods.

**6. Transfer of Goods**

A. Instructions to transfer Goods on the books of BTX shall not be effective until said instructions are delivered (in writing) to and accepted by BTX, and all charges up to the time transfer is made shall be chargeable to Customer. If a transfer involves the rehandling of Goods, it will be subject to rates and charges shown in the attached Schedule A or as otherwise mutually agreed upon. When Goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of such transfer and applicable rates and labor will apply. All open invoices are required to be paid before the release of goods to any party.



- B. BTX may move Goods within the warehouse in which they are stored as BTX deems necessary to maintain storage and handling efficiency. BTX may, at its convenience, move Goods to another warehouse operated or leased by BTX.
- C. If BTX in good faith believes that the Goods are about to deteriorate or decline in value to less than the amount of BTX's lien before the end of the next succeeding storage month, BTX may immediately notify Customer in writing of a reasonable time for removal of the Goods and in case the Goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.
- D. If, as a result of a quality or condition of the Goods of which BTX had no notice at the time of deposit, the Goods are a hazard to other property or to the BTX facility or to persons, BTX shall immediately notify Customer and Customer shall thereupon claim its interest in the said Goods and remove them from the warehouse at Customer's sole cost and expense. Pending such disposition BTX may remove the Goods from the facility, with costs and expenses to Customer's account, and shall incur no liability by reason of such removal.

## **7. Handling**

- A. Handling rates and charges as shown in the attached Schedule A shall, unless otherwise agreed, cover the ordinary labor involved in receiving Goods at a warehouse door or dock, placing Goods in storage, and returning Goods to warehouse door or dock. Additional expenses incurred by BTX in handling goods or loading or unloading cars or vehicles shall be at rates shown in attached Schedule A or as otherwise mutually agreed upon.
- B. BTX shall not be liable for demurrage, detention or delays in unloading inbound vehicles or detention or delays in obtaining and unloading vehicles for outbound shipments unless BTX has failed to exercise reasonable care and judgment as determined by industry practice.

## **8. Standard of Care and Liability, Limitation of Liability**

- A. BTX shall not be liable for any loss, damage or destruction to Goods, however caused, unless such loss, damage, or destruction resulted from BTX's failure to exercise such care in regard to the Goods as a reasonably careful warehouseman would exercise under like circumstances. BTX will not be liable for damage of any type which could not be avoided by the exercise of such care.
- B. In the event of loss, damage or destruction to stored Goods for which BTX is legally liable, BTX's liability shall be limited to the lesser of: (a) USD \$0.50 per pound of the actual weight of the affected Goods, exclusive of tare; (b) the actual cost to Customer of replacing or reproducing the damaged Goods; or (c) the reasonable repair costs of the damaged Goods. However, in no event shall any one claim exceed the limit of warehouse legal liability insurance stated in Section 15 below. Customer may request in writing to increase BTX's liability for specific Goods, subject to BTX's written approval and any applicable underwriting requirements. Any such request must be made prior to any loss or damage and may result in an increased charge.



- C. BTX's liability referred to in paragraph (B) above shall apply and for any claim or cause of action whatsoever relating to loss, damage, and/or destruction of the stored Goods and shall apply to all claims including inventory shortage and mysterious disappearance claims unless Customer proves by affirmative evidence that BTX converted the Goods to its own use. Customer waives any rights to rely upon any presumption of conversion imposed by law.
- D. Goods are not insured by BTX against loss or damage however caused. Customer acknowledges and agrees that BTX is not an insurer or guarantor of any Goods placed in its possession by Customer pursuant to these Conditions.
- E. Where loss or injury occurs to Customer's Goods, for which BTX is not liable, Customer shall be responsible for the cost of removing and disposing of such Goods, as well as the cost of any environmental cleanup and/or site remediation resulting from the loss or injury to such Goods.
- F. BTX and Customer agree that some amount of inventory shrinkage due to damage and misplacement is inevitable in an operation of this size. Customer agrees to grant BTX an annual inventory shortage allowance equal to one percent (1%). Any amounts above this amount are subject these Conditions, including but not limited to paragraphs (8A) and (8B) above.
- G. Customer and its insurers hereby waive their rights of recovery against BTX for claims in excess of BTX's liability as expressed in this Section 8, provided that BTX has not denied liability or refused to pay a valid claim for which it is legally responsible. This waiver shall not apply in any instance where BTX fails to satisfy a claim that falls within its stated liability limits and for which BTX is determined to be legally liable.

**9. Notice of Loss and/or Damage and Filing of Claim**

- A. BTX agrees to notify Customer promptly of any loss or damage, however caused, to Goods handled under the terms of these Conditions.
- B. Claims by Customer must be presented in writing to BTX within thirty (30) days after delivery of Goods by BTX or thirty (30) days after Customer is notified by BTX that loss or injury to part or all of the Goods has occurred, whichever time is shorter. Each claim must contain reasonably detailed information necessary to identify the Goods affected, the basis for liability and the amount of the alleged loss or damage, as well as all appropriate supporting documentation which must include: a summary of claims for both damaged and shortages of items, a report of individual carton ID's and their appropriate claims designation, including claim value, and individual claim forms for each claim that is supported by the report also provided.
- C. No action may be maintained by Customer or others against BTX for loss or injury to the Goods stored unless timely written claim has been given as provided in paragraph (B) of this Section 9 and unless such action is commenced either within nine (9) months after date of



delivery by BTX or within nine months after Customer is notified that loss or injury to part or all of the Goods has occurred, whichever time is shorter.

#### **10. Liability for Consequential Damages**

BTX SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSS, LOSS OF PROFITS OR SALES, BUSINESS INTERRUPTION, LOSS OF MARKET, LOSS OF CONTRACT, LOSS OF REPUTATION OR GOODWILL, LOSS OF REVENUE OR USE CLAIMS, PUNITIVE OR EXEMPLARY DAMAGES, THE CONSEQUENCES OF DELAY OR DEVIATION HOWSOEVER CAUSED, ANY DAMAGE OR DELAY CAUSED BY THE CUSTOMER, THIRD PARTY CLAIMS AGAINST THE CUSTOMER OR ANY DAMAGE OCCURRING OUTSIDE THE CUSTODY OF BTX OR ITS SUBCONTRACTORS. THE FOREGOING EXCLUSIONS AND LIMITS OF LIABILITY SHALL APPLY WHETHER OR NOT BTX HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. THE DEFENSES AND LIMITS OF LIABILITY PROVIDED FOR HEREIN SHALL APPLY IN ANY ACTION AGAINST BTX WHETHER FOUNDED ON CONTRACT, TORT, EQUITY, INDEMNITY, BAILMENT OR ANY OTHER BASIS WHATSOEVER AND EVEN IF THE LOSS OR DAMAGE AROSE AS A RESULT OF NEGLIGENCE, RECKLESSNESS OR FUNDAMENTAL BREACH. BTX IS NOT LIABLE FOR THE CONSEQUENCES OF IDENTIFY THEFT OR FRAUDULENT CONDUCT OF THIRD PARTIES, INCLUDING THIRD PARTIES PURPORTING TO OFFER WAREHOUSING, STORAGE OR OTHER TRANSPORTATION SERVICES.

#### **11. Liability for Miss-Shipment and Charge-Backs**

- A. If BTX negligently miss-ships Goods, BTX shall pay the reasonable transportation charges incurred to return such Goods to BTX's facility. If the consignee fails to return the Goods, BTX's maximum liability for the lost or damaged Goods shall be as specified in Section 8 above, and BTX shall have no liability for damages due to the consignee's acceptance or use of the Goods whether such Goods be those of the Customer or another party.
- B. BTX shall not be responsible for charge-backs of any kind except as may specifically be set forth herein.
- C. Any and all claims made pursuant to this Section must be in compliance with the requirements set forth in Section 9(B).

#### **12. Mysterious Disappearance**

BTX shall not be liable for loss of Goods due to inventory shortage, shrinkage, or unexplained or mysterious disappearance unless Customer establishes, by clear and convincing evidence, that such loss resulted from BTX's failure to exercise reasonable care as a warehouseman under the circumstances. The mere absence of inventory or discrepancies in records shall not create a presumption of negligence or conversion. BTX shall not be liable for any loss unless a timely and properly documented claim is submitted in accordance with these Conditions, and Customer provides sufficient documentation to identify the missing Goods, their value, and the last known status while in BTX's custody.





### **13. Force Majeure**

Neither Customer nor BTX shall be liable for any failure or delay in performance under these Conditions due to causes beyond their reasonable control, including but not limited to: Acts of God (such as hurricanes, floods, earthquakes, or other natural disasters); war, terrorism, civil unrest, or other hostile acts; labor disruptions (including strikes, lockouts, or slowdowns); government actions or legal restrictions; closure of public transportation routes (including highways, railways, airways, or shipping lanes); public health emergencies (including pandemics, epidemics, or quarantine measures); utility failures; cyberattacks or IT disruptions; environmental incidents; or intentional acts of third parties. Upon occurrence, the affected party shall promptly notify the other in writing. If BTX is required to continue protecting the Goods during such events, Customer shall remain responsible for applicable storage charges. All Goods are stored, handled, and transported at Customer's sole risk of loss, damage, or delay caused by any of the above.

### **14. Insurance**

BTX shall maintain Warehouseman's Legal Liability insurance with a limit of \$250,000 per occurrence and Commercial General Liability insurance with a limit of \$1,000,000. BTX shall notify Customer in writing of any material changes to these coverage limits. Insurance covering loss or damage to Customer's Goods beyond BTX's stated liability, or for events where BTX is not liable, shall be maintained by Customer.

### **15. Right to Store Goods, Warehouseman's Lien and Security Interest**

- A. Customer represents and warrants that Customer is lawfully in possession of the Goods and has the right and authority to contract with BTX for the services contemplated by these Conditions relating to those Goods. Customer agrees to indemnify and hold BTX harmless from all loss, cost and expense (including reasonable attorneys' fees) which BTX pays or incurs as a result of any claims, dispute or litigation, whether instituted by Customer or others, respecting Customer's right, title or interest in the Goods covered by these Conditions.
- B. On Goods in BTX's possession, BTX shall have a general warehouse lien for any unpaid charges and associated expenses. To further secure the prompt payment and performance of all obligations under these Conditions, Customer hereby grants BTX a continuing security interest in the Goods and all proceeds and products thereof (the "Collateral"). BTX shall not permit any lien or encumbrance to be placed against the Goods while in its possession, other than its own warehouseman's lien and security interest. Customer agrees to furnish all necessary information and execute financing statements or other documents as reasonably requested by BTX to perfect and maintain its security interest. BTX is authorized to file such financing statements as needed, and Customer shall bear all associated costs, including reasonable attorneys' fees. All terms used herein without definition shall have the meanings assigned under the Connecticut Uniform Commercial Code, and BTX shall have all rights of a secured party under the Code.





## **16. Notification of Product Characteristics and Dangerous Articles**

- A. Customer shall notify BTX of the characteristics of any of Customer's products that may in any way be likely to cause damage to BTX's premises, personnel, or to other products that may be stored by BTX.
- B. Customer represents that all Goods are in compliance with any applicable laws related to the transportation and storage of its Goods. Customer, except to the extent hereinafter specified, represents that none of the Goods which BTX has in storage, or will store and handle in the future with BTX, are adulterated, flammable, hazardous or dangerous materials or articles, explosives or pesticides, as defined under federal, state or local laws, statutes, ordinances, or regulations, and that any goods it has in storage, or will store and handle in the future with BTX which require registration, permits, licenses or similar approvals under federal, state or local laws, statutes, ordinances or regulations are guaranteed to have such registrations, permits, licenses or approvals at the time (or prior, if required by applicable law, regulation or rule) the Goods are tendered to BTX and during the time they are in BTX's custody.
- C. Customer further represents that the Goods which it has in storage which are defined or are subject to regulation under foreign, federal, state or local laws, statutes, ordinances or regulations including, but not limited to, adulterated, flammable, hazardous or dangerous materials or articles, explosives or pesticides will be individually listed on receiving/shipping document (bill of lading) naming the Goods and designating which laws, statutes, ordinances or regulations apply to the storage, handling and transportation of the Goods, and whenever in the future Customer tenders Goods to BTX for storage or handling which are defined and subject to regulation under foreign, federal, state or local laws, statutes, ordinances or regulations including but not limited to those applicable to adulterated, flammable, hazardous or dangerous materials or articles, explosives or pesticides it shall, at the time of such tender, advise BTX, in writing, with respect to each such item which laws, statutes, ordinances and or regulations apply to the storage, handling and transportation of the Goods.
- D. Customer further represents that with respect to any Goods Customer has in storage, or will store in the future with BTX which, due to such foreign, federal, state or local laws, statutes, ordinances or regulations applicable to the Goods, require special handling, storage, segregation of commodities, documentation, records certification, reports of other treatment beyond that normally afforded by BTX to Goods generally, it will furnish BTX with complete and correct information and instructions (in writing) necessary to conform with all legal requirements applicable to its Goods.
- E. Customer agrees to indemnify and hold BTX harmless against any and all claims, demands, liabilities, laws, damages, costs or expenses which BTX may incur, suffer or be required to pay by reason of any failure or breach of the aforementioned representations, conditions and guarantees of Customer.



## **17. Recall**

In the event a recall, field alert, product withdrawal, or similar action is necessary, Customer shall immediately notify BTX in writing. BTX shall not initiate such actions without Customer's prior written approval unless legally required. BTX will provide reasonable cooperation and assistance, and Customer shall bear all costs associated with the recall, including labor, storage, and administrative expenses. BTX shall respond to recall notices within a commercially reasonable timeframe.

## **18. Dispute Resolution and Governing Law**

These Conditions and the services provided by BTX shall be governed by and subject to the applicable federal law of the United States and by the laws of the State of Connecticut, without regard to the choice-of-law rules of Connecticut or any other State. CUSTOMER AND BTX AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THESE CONDITIONS, WHETHER UNDER FEDERAL, STATE, LOCAL STATUTES, REGULATIONS, OR COMMON LAW, SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS SERVING THE STATE OF CONNECTICUT. CUSTOMER AND BTX HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS. In the event Customer files an action against BTX, Customer hereby consents to any BTX-instituted transfer of such action to any other venue in which BTX is a party or subsequently becomes a party to an action concerning loss, damage or delay to the cargo that is the subject of Customer's action. Should BTX successfully defend itself or any legal actions brought by any party with an interest in this Shipment, BTX shall be entitled to reasonable attorney fees and costs. If any provision of these Conditions is declared void, invalid or unenforceable by any court of law, the remaining provisions of these Conditions shall, to the extent permitted by such declaration, remain in full force and effect as though the void, invalid or unenforceable provisions were never a provision of these Conditions. No agent, servant or representative of BTX has authority to alter modify or waive any provisions of these Conditions.

## **19. Notices**

All written notices related to these Conditions directed to BTX shall be to the attention of:

Bacarella Transportation Services, Inc.

DBA: BTX Global Logistics

12 Commerce Drive

Shelton, CT 06484

Attn: Compliance

[btxcompliance@btxglobal.com](mailto:btxcompliance@btxglobal.com)



Notices may be provided by email or express overnight courier service (signature required) and deemed delivered on date given.