

## **General conditions for storage**

### **Article 1: Storage in private or foreign warehouses.**

a) Storage takes place at storekeeper's discretion in his or in foreign warehouses (private or public). If the storekeeper (storer) stores in a foreign warehouse, he will give notification in writing of the place and the name of the foreign storekeeper to the depositor or, if the delivery receipt for the stored goods is issued, the above will be stated on the receipt. A unilateral change of the place of storage of goods on the storekeeper's part is not permissible unless such variation is imposed by the circumstances or when the good's safekeeping is better provided for in this way.

b) If the storekeeper has stored the goods in a foreign warehouse, the same conditions, which apply between himself and the foreign storekeeper, will also apply between himself and his principal (assignor). The storekeeper will forward the storage conditions to the assignor, when requested. The depositor has the right to inspect the storage location. The depositor shall directly raise any objections towards the storekeeper regarding his choice of the storage space or storage. The depositor, in the event that he does not enforce his right to inspect the storage location, withdraws his objections against the kind and manner of storage, if the choice of the storage location and the storage were made with diligence of an ordinary storekeeper.

### **Article 2: Entrance in the warehouse.**

Every inspection or sampling of goods, which must take place during the time that the goods are warehoused, must be agreed previously and be performed only under the presence and escort of the storekeeper or his designated employee.

### **Article 3: Obligations - Depositor's Liability.**

a) The contract of storage is concluded by the owner of the goods or by the person authorized for this reason.

b) The goods for storage will be sufficiently and adequately packaged and in such a condition as not to cause damage to persons or other goods either by spreading of damp, infestation of insects (destruction), leakage or escape of vapors.

c) Goods that are fresh, fragile, flammable, corrosive and / or dangerous will be stored in a warehouse of particular specifications, which will be in a separate storage space and on the condition that there is a previous written agreement. If such goods are given to the storekeeper without a previous agreement, the storekeeper is entitled, if this is required under the circumstances, to sell them or even, in case of imminent danger, to destroy them. The depositor is liable for any damage that occurs and shall be responsible for all relevant expenses.

d) The depositor is required to state with precision the kind, the quantity, the package, the content and the value of the goods. The depositor will bear the responsibility for any damage caused by incomplete or inaccurate particulars. In addition, the depositor is required to inform the tax authorities about the storage place and the name of the trade name of the storekeeper.

e) The depositor is required to inform the storekeeper in writing of any "specific" precautions that are necessary for the safe storage of the goods.

f) The depositor is liable for any harm which could be caused by his own responsibility, that of his employees or his assignees during their entrance into the warehouses to the storekeeper, other depositors or the owner.

g) The depositor is liable for any damage that could occur to other goods because of the warehoused goods. In this case, the storekeeper is entitled to take every necessary measure for the protection of other stored goods, persons and environment while the depositor will bear responsibility for the expenses.

h) If the storekeeper is forced to empty the warehouse unexpectedly and with no responsibility of his part, the depositor is obliged to remove immediately the goods at his own expense and under his own care. Otherwise, he will be charged with the

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expenses for their storage in another storage place, which will be done under the care of the storekeeper.

i) The depositor is liable for the payment of the storekeeper's remuneration even if the goods were damaged without responsibility on the storekeeper's part.

### **Article 4: Obligations of the storekeeper.**

a) The storekeeper is obliged to have at his disposition the appropriate place for the storage of the goods.

b) The obligation of the storekeeper for the safety or guarding of the warehouse exists only if he owns the warehouse or if he rents it and only if this is prescribed by the good faith and business usages or if the depositor requests this.

c) The storekeeper is obliged personally or through his agents to supervise the goods in order to preserve the material existence of the goods.

d) The storekeeper is obliged to inform the depositor immediately in the event that either the material or the legal status of the goods is in peril.

### **Article 5: The Storage Contract (Bond Warrant)**

The storekeeper is obliged to mention on the warrant that he issues the following:

a) the name, the surname, or the company name, the profession and the address of the depositor.

b) The kind, the quantity, the package, the content and the value of the merchandise, as registered by the depositor.

c) The duration of the storage.

d) Whether the goods under storage are insured or not, against what kind of risk, the duration of the insurance and the amount of the insurance rate paid.

e) Any other indication that concerns the place, the manner or any possible special agreements of storage. Partial removal of the goods in storage is possible only after special mention on the warrant.

### **Article 6: Place and time of return of the stored merchandise.**

a) Unless otherwise agreed, the goods are made available to the depositor at their place of storage.

b) The depositor is entitled to ask for the return of the stored goods before the expiration of stipulated duration of storage, after a written notification given 15 days in advance. In case of sensitive goods the notification may be made within 5 days. It is explicitly agreed that in case of return of the stored goods before the agreed time, the remuneration of the storekeeper will be paid entirely and without reduction.

### **Article 7: Fees - The Right of Retention of the Goods Stored.**

a) The amount of the storekeeper's remuneration is determined by the agreement of the parties.

b) Unless expressly agreed otherwise, the remuneration and expenses of storage will be prepaid at the time the goods are assigned into the care of the storekeeper.

c) The storekeeper's invoices are paid in cash. Payment by the assignor depositor becomes fallen due 15 days at the latest from the day of the issue of the invoice, without an out of court notification or any other condition being required, unless the Law specifies an earlier deadline. In the event of payment by the assignor depositor becoming fallen due, the storekeeper has the right of interest.

d) The storekeeper has the right of lien on the depositor's goods on each occasion that the depositor defaults on payment.

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### **Article 8: Termination of the storage contract.**

The parties are entitled, if there is no other different agreement, to terminate the contract of storage at any time, with a registered letter which must be sent 30 days prior. Termination without adherence to this deadline is possible on the part of the storekeeper if there is a likelihood of damage occurring to other stored goods because of the aforementioned goods.

### **Article 9: Storekeeper's Liability.**

The storekeeper is liable for any damage caused by fraud or gross negligence of his part or his agents.

### **Article 10: Discharge - Exemptions.**

The storekeeper's liability is excluded:

- a) For damage that could be attributed to the liability of the depositor or his agents.
- b) For damage which was caused by the insufficiency or the inadequacy of the packaging of the stored goods.
- c) For damage caused because of inherent vice in or by the nature of the stored goods.
- d) For damage because of the storage of the goods in an outside area, if such storage was agreed or if other storage was impossible due to the kind of the goods or due to other circumstances.
- e) For damage that took place inside warehouses at Ports, Customs Office and other Public Depots.
- f) For damage that was caused by workers taking strike action, by workers subject to an industrial lockout or by persons involved in civil unrest, in political or labor unrest and terrorist acts.
- g) For damage that is caused by the slight negligence of the storekeeper or his agents.

### **Article 11: Cessation of Storekeeper's Liability.**

Storekeeper's liability ceases with the real and unconditional receipt of the goods by the depositor.

### **Article 12: Direct Written Notification of the Occurrence of the Damage.**

- a) Any damage has to be reported in writing to the storekeeper immediately upon delivery of goods. In any event, notification of the damage must be given to the storekeeper within no more than 6 days.
- b) In the event that the above requirement is not observed, it is assumed that the damage occurred after receipt of the goods.

### **Article 13: Jurisdiction - Law Applied.**

- a) The competent courts to decide on any disputes that may arise from the present contract or related issues shall be the courts of the registered office of the storekeeper.
- b) For the legal relations between the storekeeper and the depositor or their successors Greek law shall apply.