A. MANAGEMENT OF THE GOODS

The Storage Provider shall not be liable for any loss resulting from a delivery made pursuant to a telephone order, whether or not so authorized, unless Logistics failed to exercise reasonable care.

The Goods shall be stored and handled by Storer in a responsible manner and any additional storage charge shall apply on the same basis as the basic storage charge as described in this Agreement.

All other terms of this Agreement shall remain in full force and effect.

IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO LOGISTICS AND ITS AFFILIATES UNDER LAW, LOGISTICS AND ITS AFFILIATES MAINTAIN THE RIGHT TO SEEK DAMAGES NOT LIMITED TO BUT INCLUDING THE COSTS OF CLEANING, DISPOSAL, OR REPAIR OF THE GOODS AND ANY LOSS OR DAMAGE OR DAMAGE TO OR DESTRUCTION OF THE GOODS, UNLESS SUCH LOSS, DAMAGE OR DESTRUCTION WAS CAUSED DIRECTLY AND EXCLUSIVELY BY LOGISTICS,
(b) As a condition to making any claim and as a condition precedent to filing any suit, Storer shall provide Logistics with a reasonable opportunity to inspect the Goods which are the basis of Storer's claim.

(c) **NO LAWYER OR OTHER ACTION MAY BE MAINTAINED BY STORER OR OTHERS AGAINST LOGISTICS OR ITS AFFILIATES WITH RESPECT TO THE GOODS UNLESS A WRITTEN CLAIM HAS BEEN MADE WITHIN THE TIME PERIOD SET FORTH IN SUBSECTION 11(a) AND UNLESS STORER HAS PROVIDED LOGISTICS WITH A REASONABLE OPPORTUNITY TO INSPECT GOODS AS PROVIDED IN SUBSECTION 11(a) AND UNLESS SUCH ACTION IS COMMENCED WITHIN NINE (9) MONTHS AFTER THE EARLIER OF: (1) THE DATE LOGISTICS DELIVERED THE GOODS; OR (2) THE DATE WHEN STORER LEARNED, OR IN THE EXERCISE OF REASONABLE CARE SHOULD HAVE LEARNED, OF THE LOSS, DAMAGE, DESTRUCTION OF OTHER EVENT OR CONDITION GIVING RISE TO THE CLAIM.**

**SECTION 12 - INSURANCE**

Goods are not insured by Logistics or its affiliates and the storage rates do not include insurance unless Logistics has agreed, in writing, to obtain such insurance for the benefit of Storer.

**SECTION 13 - LIENS AND SECURITY INTERESTS; STORER GRANTS TO LOGISTICS, STORAGE PROVIDER AND TRANSPORTATION SERVICES PROVIDER COLLECTIVELY, (“WAREHOUSEMAN”) A FIRST PRIORITY GENERAL WAREHOUSE LIEN UPON AND SECURITY INTEREST IN THE GOODS and on proceeds thereof for all Charges including all charges for storage, handling, transportation (including demurrage and terminal charges and all transportation charges identified in Section 2(f) of this Warehouse Receipt), insurance, labor and other charges present or future with respect to the Goods, advances or loans by Logistics in relation to the Goods and for expenses necessary for preservation of the Goods or reasonably incurred in their sale pursuant to law. Storer further grants Warehouseman a lien on the Goods for all such charges, advances and expenses to secure the performance of the obligations of Storer in any warehouse owned or operated by Warehouseman or its affiliates whenever located and whenever deposited and without regard to whether or not said other property is still in storage.

**SECTION 14 - MISCELLANEOUS**

(a) Logistics' failure to insist upon strict compliance with any provision of this Warehouse Receipt shall not constitute a waiver or stopped to later demand strict compliance therewith and shall not constitute a waiver or stopped to insist upon strict compliance with all other provisions of this Warehouse Receipt.

(b) In the event any section of this Warehouse Receipt or part thereof shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining sections and parts shall not, in any way, be affected or impaired thereby.

(c) 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 the authorized agent of the lawful owner and of any holder of a lien or security interest (which lien or security interest is hereby subordinated to the lien and security interest of Warehouseman) and has full power and authority to enter 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.

(d) All notices provided herein may be transmitted by any commercially reasonable means of communication and directed to Logistics at the address on the front hereof and to Chief Financial Officer, AmeriCold Logistics, LLC, 10 Hilton Head Parkway, South Tower, Suite 809, Atlanta, GA 30328, 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 subsection (d) upon receipt or three (3) days after transmission, whichever first occurs.

(e) The interpretation, construction and validity of this Warehouse Receipt shall be governed by, and construed in accordance with, the laws of the state in which the warehouse location indicated on the front side of this Warehouse Receipt is located.

(f) This Warehouse Receipt supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, representations and understandings between Logistics and Storer whether written or oral and shall not be altered, amended or modified except by written agreement signed by representatives of Logistics and Storer.

**SECTION 15 - ARBITRATION.** In the event that a dispute arising under this Warehouse Receipt cannot be resolved by the parties within sixty (60) days after receipt by one party from the other party of notice of a dispute or such additional time as the parties may agree upon in writing, the matter shall be submitted to the American Arbitration Association (the “AAA”) for resolution. The matter shall be heard by a sole arbitrator in the city nearest the warehouse location indicated on such demand page entitled “Non-Negotiable Warehouse Receipt and Bill of Lading” (or Atlanta, Georgia if the dispute does not involve a specific warehouse). The dispute shall be resolved by binding arbitration under the rules and administration of the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR DESCRIPTION SHALL BE ENTITLED TO SEEK OR RECOVER IN CONSIDERING OR FIXING ANY AWARD UNDER THESE PROCEEDINGS, NEITHER PARTY**