



ASSOCIATION OF INTERNATIONAL FREIGHT FORWARDERS AND LOGISTICS ENTERPRISES OF GREECE

GENERAL CONDITIONS FOR STORAGE

Article 1: Storage in private or foreign warehouses.

a) Storage takes place at store-keeper's option in his or foreign warehouses (private or public). If the store-keeper (storer) stores in a foreign warehouse, will notify in writing the place and the name of the foreign store-keeper 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 store-keeper's part is not permissible unless such variation is imposed by the circumstances or when the good's safe-keeping is better provided for this way.

b) If the store-keeper has stored the goods in a foreign warehouse, the same conditions which apply between himself and the foreign store-keeper, will also apply between himself and his principal (assignor). The store-keeper will forward the storage conditions to the assignor, when requested.

The depositor has the right to inspect the storage rooms. Any objections raised by the depositor against the placing or the choice of the storage space have to be made directly. The depositor, in case he does not enforce his right to inspect the storage rooms, he resigns from his objections against the kind and manner of storage, if the choice of the storage rooms and the placing were made with the diligence of a middle store-keeper.

Article 2: Entrance in the warehouse.

Every inspection or sampling of goods which have to take place during the time that the goods are warehoused, will have to be agreed previously and be performed only under the escort of the store-keeper or his employee to whom he gave the relevant order.

Article 3: Obligations - Depositor's Liability.

a) The contract of storage is concluded by the owner of the goods or by the person authorised 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 dampness, insects attack (cataclysm), leakage or escape of vapours.

c) Goods that are fresh, fragile, flammable, corrosive or/and dangerous will be stored in a warehouse of particular specifications which will be in a separate storage space and under the condition that there is a previous written agreement.

If such kind of goods are given to the store-keeper without a previous agreement, the store-keeper is entitled, if this is required under the circumstances, to proceed to their sale or even, in case of an imminent danger, to proceed to their destruction. The depositor is liable for any damage that occurred and shall bear all the 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 wrong elements (particulars).

In addition, the depositor is required to inform the tax authorities about the storage place and the name or the trade name of the store-keeper.

e) The depositor is required to inform the store-keeper in writing for any "specific" precaution (wariness) that would be necessary for the safe storage of the goods.

f) The depositor is liable for any damage which could be caused by his own responsibility, that of his employees or his assignees during their entrance in the warehouses to the store-keeper, 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 store-keeper is entitled to take every necessary measure for the protection of other stored goods, persons and environment while the depositor will bear the expenses.

h) If the store-keeper is forced to empty the warehouse unexpectedly and with no responsibility on his part, the depositor is obliged to remove immediately the goods at his own expense and with his own diligence. Otherwise, he will be charged with the expenses for their storage in another storage place which will be done by the store-keeper's diligence.

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

Article 4: Obligations of the store-keeper.

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

b) The obligation of the store-keeper for the safety or guard 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 the exchange (trade) customs or if this is requested by the depositor.

c) The store-keeper is obliged personally or through his agents (assignees) to supervise the goods in order to preserve the material existence of the goods.

d) The store-keeper is obliged to inform immediately the depositor in case that either the material or the legal status of the goods is in danger.

Article 5: The Storage Contract (Bond Warrant)

The store-keeper 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 these are registered by the depositor.

c) The duration of the storage.

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

e) Any other indication that concerns the place, the manner or any possible special agreements of storage.

Partial resumption of the goods in storage is possible only after special mentioning on the warrant.

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

- a) If it is not differently agreed, the goods are rendered to the depositor at the place of their storage.
- b) The depositor is entitled to ask for the return of the stored goods before the time set on the contract for the duration of storage, after a written notification 15 days earlier. In case of fragile goods the notification may be made within 5 days. It is explicitly agreed, that in case of return of the stored goods before the appointed time, the remuneration of the store-keeper will be paid entirely without reduction.

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

- a) The amount of the store-keeper's remuneration determined by the parties agreement.
- b) Unless there is a different express agreement to the opposite, the remuneration and expenses of storage will be prepaid at the time of the taking over of the goods by the store-keeper.
- c) The store-keeper's invoices are paid in cash. The assignor depositor becomes overdue payment the latest 15 days from the day of the issue of the invoice, without an out of court notification or any other condition being required, unless he becomes earlier according to the law. In case of the assignor depositor becoming an overdue payment, the store-keeper is entitled to interest on deferred payment.
- d) The store-keeper has the right of retention of the depositor's goods for every mature, fallen due demand of his.

Article 8: Rescission of the storage contract.

The parties are entitled, if there is no other different agreement, to rescind the contract of storage whenever, with a registered letter which has to be sent 30 days earlier. Rescission without abiding by the deadline is possible on the part of the store-keeper in case of a likely damage to other stored goods because of the pre-mentioned goods.

Article 9: Store-keeper's Liability.

The store-keeper is liable for any damage which was caused by fraud or gross negligence of him or his agents.

Article 10: Discharges - Exemptions.

The store-keeper's liability is excluded:

- a) For damage that could be attributed to liability of the depositor or his agents.
- b) For damage which was caused by insufficiency or inadequacy of the package of the stored goods.
- c) For damage which is caused because of an own defect or the nature of the stored goods.
- d) For damage because of the storage of the goods in an outside space, if such a storage was agreed or if another storage was impossible due to the kind of the goods or due to other circumstances.
- e) For damage that took place inside warehouses of Ports, Customs Office and other Public Depots.
- f) For damage that was caused by men on strike, by working people who confront a lockout or persons who participate in uproars, political, or labor disturbances and by terrorism acts.
- g) For damage that is caused by carelessness of the store-keeper or his agents.

Article 11: Cessation of Store-keeper's Liability.

Store-keeper'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 store-keeper immediately at the handling of the goods.

In any case, the notification of the damage occurrence has to be made to the store-keeper within no more than 6 days.

b) In case of not abiding by the above obligation, it is assumed that the damage occurred after the receipt of the goods.

Article 13: Jurisdiction - Law Applied.

a) A competent tribunal to decide on the disputes that arise from the present contract or are in interrelation with it, for all parties the tribunal of the store-keeper's residence.

b) For the legitimate relations between the store-keeper and the depositor or their successors the Greek law is applied.

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