

GARDEN STATE COLD STORAGE

NEW CUSTOMER APPLICATION FORM

October 2021

Newark - 474 Wilson Avenue, Newark, N.J. 07105

Carteret - 580 Port Carteret Drive, Carteret, N.J. 07008

Company's Legal Name			
Company's DBA Name:		Phone Number:	Fax Number:
Billing Address:		City:	State: Zip Code:
Emergency Contact Name:		Emergency Contact Phone Number:	
*Name of Personnel Authorized to make Order Releases:		*Email of Personnel Authorized to make Order Releases:	
Authorized Name for Signed BOL's:		Authorized Email for Signed BOL's:	
Name of Personnel for Receipt Documentation:		Authorized Email for Receipt Documentation:	
Accounts Payable Contact:	Accounts Payable Phone Number:	Accounts Payable Email:	

1. How did you hear about us? Internet Search Social Media Client Referral Advertisement
 Salesperson: _____ Other: _____

2. Type(s) of Products: (Check which may apply)

<input type="checkbox"/> Seafood	<input type="checkbox"/> Canned / Jarred Items	<input type="checkbox"/> Nuts / Seeds	<input type="checkbox"/> Food Coloring / Additives
<input type="checkbox"/> Prepared Foods	<input type="checkbox"/> Fruits / Vegetables	<input type="checkbox"/> Liquids / Concentrates	<input type="checkbox"/> Fruit Puree
<input type="checkbox"/> Domestic / Imported Meats	<input type="checkbox"/> Domestic / Imported Bakery	<input type="checkbox"/> Other: _____	

3. Services Needed: (Check which may apply)

<input type="checkbox"/> Frozen Storage (0°F / -18°C)	<input type="checkbox"/> Refrigerated Storage (33°F - 38°F or 1° - 4°C)	<input type="checkbox"/> Ambient Storage
<input type="checkbox"/> Distribution/Trucking Services	<input type="checkbox"/> Case Picking	<input type="checkbox"/> Container Unloading (<i>floor loaded or palletized</i>)
<input type="checkbox"/> Exporting	<input type="checkbox"/> Repacking, Relabeling, Sorting	<input type="checkbox"/> Cross-docking (short-term 1-2 days)
<input type="checkbox"/> Temperature Reductions	<input type="checkbox"/> Catch Weights	<input type="checkbox"/> Drums / IBC / Super-sack unloading
<input type="checkbox"/> Port Services	<input type="checkbox"/> Other: _____	

4. Account Details:

Total Pallet Positions for Inventory: _____ **Average Pallet Height:** _____ **Full Pallet %:** _____
Total Number of SKU's: _____ **Average Orders/week:** _____ **Case Pick %:** _____

5. Inventory Rules: Lot #
 First in, First Out (FIFO) First expiry, First out (FEFO)

6. Online Inventory Access: **Username:** _____
Password: _____

7. Special Requirements:

***** G.S.C.S OFFICE USE ONLY *****

CUST CODE:	Frozen Rate	Refrigerated Rate	Ambient Rate	(Floor Loaded)	(Palletized)	<input type="checkbox"/> Tariff Rates	Tariff Profile: _____		
Storage:						Release Charge:		Pallets:	
Handling:						Shrink-wrap:		Other:	
Renewal:						Sorting:			
Unloading:						Labeling:			
Cross - Dock:						Take Weight:			

Continue on next page - Contract Terms & Conditions and Signatures

WAREHOUSE RECEIPT CONTRACT TERMS & CONDITIONS

TENDER FOR STORAGE – Sec. 1 (a) Goods will be received for general storage only. (b) The bailor shall furnish at or prior to delivery at the warehouse, a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired; otherwise the goods may be stored in bulk lots at the discretion of the warehouseman and will be charged for accordingly. Any sorting or segregation requested shall be subject to an additional charge.

STORIED PERIOD – Sec. 2 All goods are stored on a month-to-month basis unless otherwise provided in writing between the warehouseman and the bailor. A storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding calendar months, but if there be no corresponding date in the next succeeding calendar month, it shall extend to, and include, the last day of the applicable succeeding month.

INSURANCE, STORAGE RATES, EXPIRATION AND TRANSFERS – Sec. 3 (a) All charges for storage are on a month-to-month basis unless otherwise provided. Charges for any particular lot shall begin at the receipt of the first unit of that particular lot in store and shall continue to include the storage month during which the last unit of the particular lot is delivered out of storage. Charges will be made on the basis of the maximum number of units in any particular lot in store during a storage month. All charges for storage are due on the first day of a storage month, and all other charges are due when incurred. All charges are due and payable on demand and subject to interest at the rate of eight (8%) percent per annum from date billed by the warehouse. (b) Instructions to transfer goods on the books of the warehouseman shall be in writing, and are not effective until received by the warehouseman, and all charges up to the time transfer is made are chargeable to the bailor or record. If a transfer involves rehandling the goods, it will be subject to a charge to the transferor/bailor. (c) 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 transfer. (d) The warehouseman reserves the right to remove, at its own expense of transfer, and without increasing its liability by reason thereof, any goods in storage from any part of the building in which they may be stored to any other part of the same building or to any other building of the warehouseman, provided, however, that the removal of goods from one building to another building shall be made upon notice sent in writing to the bailor of record, and if applicable, when a negotiable warehouse receipt has been issued, in writing to the last known owner thereof; and in which event such bailor/owner shall confirm in writing its acknowledgement thereof, provided that its failure to provide such acknowledgement shall not invalidate any original notice from the warehouseman to the bailor/owner or the warehouseman's right to remove the goods as set forth above. The warehouseman also reserves the right to remove, at its own expense of transfer, and without increasing its liability by reason thereof, any goods in storage from its own building to any other building or location of another third party warehouseman, provided that the warehouseman shall have provided at least 10 days' advance written notice to the bailor/owner of such proposed removal and bailor/owner shall not have provided, within such 10 day period, written notice to the warehouseman instructing the warehouseman to remove the goods to another building/location selected by the bailor/owner. Upon warehouseman's delivery of the goods to another building or location of a third-party warehouseman, warehouseman shall have no further obligation or liability to bailor/owner whatsoever for the goods, and the bailor/owner shall be solely responsible for contacting and making arrangements with the new warehouseman with respect to the goods. (e) When rates are quoted by weight, they will, unless otherwise specified, be computed on gross weight, and 2,000lbs. shall constitute a ton. (f) GOODS WILL NOT BE INSURED UNLESS REQUESTED BY THE BAILOR IN WRITING AND CONFIRMED BY THE WAREHOUSEMAN IN WRITING AND PAID FOR BY THE BAILOR. SUBJECT TO THE FOREGOING, BAILOR MAY OPT TO INSURE THE GOODS FOR THE FULL INSURABLE VALUE THEREOF, PROVIDED THAT SUCH INSURANCE COVERING THE GOODS IS AVAILABLE TO WAREHOUSEMAN UNDER ITS INSURANCE PROGRAM AND BAILOR PAYS TO WAREHOUSEMAN THE COST OF SUCH INSURANCE AT RATES TO BE AGREED TO BETWEEN THE PARTIES IN WRITING AND INCLUDED IN THE WAREHOUSEMAN'S CHARGES TO BAILOR; FURTHER PROVIDED THAT NO SUCH REQUEST SHALL BE VALID UNLESS MADE BEFORE LOSS, DAMAGE OR DESTRUCTION TO ANY PORTION OF THE GOODS HAS OCCURRED. (g) The warehouseman shall not be responsible for any seizure of goods by any court, agency, or officer of the federal, state or local government.

HANDLING – Sec. 4 (a) Handling charges cover the ordinary labor and duties incidental to receiving goods at warehouse door, stowing and delivering to warehouse door, but do not include unloading or loading of cars, vehicles, or vessels, unless so specified in writing between bailor and warehouseman. Handling charges will be billed with the storage for the first month. (b) Goods, at the request of a bailor, received or delivered during other than usual business hours will be subject to an additional charge.

CAR UNLOADING AND LOADING – Sec. 5 (a) Charges for unloading of cars include use of private railroad siding, labor required to or from warehouse door, and billing of car. (b) Dunnage and fastenings supplied by the warehouseman in unloading cars containing goods are chargeable to the bailor.

DELIVERY REQUIREMENTS – Sec. 6 (a) Except as set forth in Section 3(d) above, no goods shall be delivered or transferred except upon receipt by the warehouseman of complete written instructions from the bailor; provided further, at the option of the warehouseman, goods may be prepared for delivery upon instructions by telephone subject to written confirmation, but the warehouseman shall not be held responsible for damage, delay or demurrage resulting from any error made in the preparation and transmission of said oral instructions. (b) When a negotiable warehouse receipt has been issued, no goods covered by that receipt shall be delivered or transferred on the books of the warehouse unless the receipt properly endorsed, is surrendered for cancellation or for notation of partial delivery thereon. If a negotiable receipt is lost, stolen or destroyed, delivery of the goods or issuance of a substitute document may be made only upon the order of a court of competent jurisdiction pursuant to the Uniform Commercial Code. The warehouseman may, however without court order, deliver goods to a person claiming under a missing negotiable document if the claimant posts security with the warehouseman in an amount at least double the value of the goods at the time of posting to indemnify any person injured by the delivery who files a notice claim within one year after delivery. (c) When goods are ordered out, a reasonable time shall be given to the warehouseman to carry out instructions, and if such reasonable time extends beyond the expiring storage dates, the goods will be subject to charges for another storage month. If, however the warehouseman is unable, after the expiration of such reasonable time to effect delivery before expiring storage dates due to the occurrence of any of the events set forth in Section 10 hereof, or in the event the warehouseman has given notice pursuant to Section 7-206 of the Uniform Commercial Code, the goods remaining in the warehouse shall be subject to storage charges only for that part of the next succeeding storage month during which the goods remain in store.

BONDED STORES – Sec. 7. A charge in addition to regular rates will be made for merchandise in bond.

MINIMUM CHARGES – Sec. 8. A minimum charge will be assessed for storage, handling and other services.

SERVICE – Sec. 9 (a). All service on behalf or in the interest of the bailor including but not limited to shipping, transportation, removal, special handling, special warehouse space, material drayage, repairing, cooping, sampling, weighing, repiling, inspection, physical warehouse checking, compiling stock numbers, handling railroad expense bills, etc., are chargeable to the bailor and are due and payable on demand and are subject to interest at the rate of eight (8%) percent per annum from date billed by the warehouse. (b) Shipping includes marking, tagging, billing, procuring or preparing and forwarding bills of lading and is chargeable to the bailor. (c) Freight and other disbursements made on behalf of the bailor are due and payable on demand and subject to interest at the rate of eight (8%) percent per annum from date billed by the warehouse. (d) Bailors, including holders of negotiable warehouse receipts, may, subject to government or insurance regulations and reasonable limitations, have access to their goods in store when accompanied by warehouse employees whose time is chargeable to the bailor. (e) A charge in addition to regular rates will be made for the issuance of negotiable instruments, which charge will be due and payable upon issuance of such instrument.

LIABILITY AND LIMITATION OF DAMAGES – Sec. 10 (a) WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR DESTRUCTION OF GOODS, HOWEVER CAUSED, UNLESS SUCH LOSS DAMAGE OR DESTRUCTION RESULTED FROM THE WAREHOUSEMAN'S FAILURE TO EXERCISE SUCH CARE IN REGARD TO THE GOODS AS A REASONABLE PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES. WAREHOUSEMAN IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE. (b) WAREHOUSEMAN AND BAILOR AGREE THAT WAREHOUSEMAN'S DUTY OF CARE REFERRED TO IN SECTION 10(a) ABOVE DOES NOT EXTEND TO PROVIDING A SPRINKLER SYSTEM AT THE WAREHOUSE COMPLEX OR ANY PORTION THEREOF. (c) UNLESS SPECIFICALLY AGREED TO IN WRITING, WAREHOUSEMAN SHALL NOT BE REQUIRED TO STORE GOODS IN A HUMIDITY CONTROLLED ENVIRONMENT OR BE RESPONSIBLE FOR TEMPERING GOODS. (d) IN THE EVENT OF LOSS, DAMAGE OR DESTRUCTION TO GOODS FOR WHICH THE WAREHOUSEMAN IS LEGALLY LIABLE, BAILOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT WAREHOUSEMAN'S LIABILITY SHALL BE LIMITED TO NO MORE THAN \$0.50 PER POUND OR MARKET VALUE, WHICHEVER IS LESS FOR SAID LOST, DAMAGED, AND/OR DESTROYED GOODS; PROVIDED, HOWEVER THAT WITHIN A REASONABLE TIME AFTER RECEIPT OF THIS WAREHOUSE RECEIPT CONTRACT TERMS AND CONDITIONS, BAILOR MAY, UPON WRITTEN REQUEST, INCREASE THE WAREHOUSEMAN'S LIABILITY ON PART OR ALL THE GOODS IN WHICH CASE AN INCREASED CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION AS AGREED TO BETWEEN WAREHOUSEMAN AND BAILOR IN WRITING. BAILOR MAY ALSO REQUEST INSURANCE FOR THE GOODS IN ACCORDANCE WITH SECTION 3(f) ABOVE. NOTWITHSTANDING ANY OF THE FOREGOING OR ANY OTHER TERMS CONTAINED HEREIN, THE WAREHOUSEMAN'S MAXIMUM LIABILITY TO BAILOR SHALL IN NO EVENT EXCEED THE ACTUAL INITIAL COST OF THE GOODS. (e) WAREHOUSEMAN'S LIABILITY REFERRED TO IN THIS SECTION 10 SHALL BE BAILOR'S SOLE AND EXCLUSIVE REMEDY AGAINST WAREHOUSEMAN FOR ANY CLAIM OR CAUSE OF ACTION WHATSOEVER RELATING TO LOSS, DAMAGE AND/OR DESTRUCTION OF GOODS AND SHALL APPLY TO ALL CLAIMS INCLUDING INVENTORY STORAGE AND MYSTERIOUS DISAPPEARANCE CLAIMS UNLESS BAILOR PROVES BY AFFIRMATIVE EVIDENCE THAT WAREHOUSEMAN CONVERTED THE GOODS TO ITS OWN USE. BAILOR WAIVES ANY RIGHTS TO RELY UPON ANY PRESUMPTION OF CONVERSION IMPOSED BY LAW. IN NO EVENT SHALL BAILOR BE ENTITLED TO INCIDENTAL, SPECIAL, PUNITIVE CONSEQUENTIAL DAMAGES OR LOST PROFITS.

NOTICE OF CLAIM AND FILING SUIT – Sec. 11 (a) WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY CLAIM OF ANY TYPE WHATSOEVER FOR LOSS AND/OR DESTRUCTION OF AND/OR DAMAGE TO GOODS UNLESS SUCH CLAIM IS PRESENTED, IN WRITING, WITHIN A REASONABLE TIME, NOT EXCEEDING 60 DAYS AFTER BAILOR LEARNS OR, IN THE EXERCISE OF REASONABLE CARE, SHOULD HAVE LEARNED OF SUCH LOSS, DESTRUCTION AND/OR DAMAGE. (b) AS A CONDITION PRECEDENT TO MAKING ANY CLAIM AND/OR FILING ANY SUIT, BAILOR SHALL PROVIDE WAREHOUSEMAN WITH A REASONABLE OPPORTUNITY TO INSPECT THE GOODS WHICH ARE THE BASIS OF BAILOR'S CLAIMS. (c) NO LAWSUIT OR OTHER ACTION MAY BE MAINTAINED BY BAILOR OR OTHERS AGAINST WAREHOUSEMAN WITH RESPECT TO THE GOODS UNLESS A TIMELY WRITTEN CLAIM HAS BEEN PROVIDED IN PARAGRAPH (a) OF THIS SECTION AND UNLESS BAILOR HAS PROVIDED WAREHOUSEMAN WITH A REASONABLE OPPORTUNITY TO INSPECT THE GOODS AS PROVIDED IN PARAGRAPH (b) OF THIS SECTION AND UNLESS SUCH LAWSUIT OR OTHER ACTION IS COMMENCED WITHIN NINE (9) MONTHS AFTER BAILOR LEARNS OR, IN THE EXERCISE OF REASONABLE CARE, SHOULD HAVE LEARNED OF THE LOSS AND/OR DESTRUCTION OF AND/OR DAMAGE TO THE GOODS.

SCHEDULE OF CHARGES – Sec. 12. Whenever provision is made in these Warehouse Receipt Contract Terms and Conditions for a charge or charges by the warehouseman, such charge or charges will conform to the warehouseman's rates in effect at the time the charge accrues or the service is performed.

SUBSEQUENT HOLDER OF NEGOTIABLE WAREHOUSE RECEIPTS – Sec. 13. Persons, firms, corporations and other entities to whom negotiable warehouse receipts have been negotiated shall promptly notify the warehouseman in writing wherein the following information shall be set forth: number of warehouse receipt, name and address of holder, the date upon which the receipt has been transferred. Such notification shall be given in writing to warehouseman.

UNIFORM COMMERCIAL CODE – Sec. 14 ANY TERMS OR CONDITIONS NOT HEREIN EXPRESSLY PROVIDED FOR SHALL BE DETERMINED IN ACCORDANCE WITH THE UNIFORM COMMERCIAL CODE ("UCC"). WITHOUT LIMITING OR RESTRICTING ANY OTHER RIGHTS AND INTERESTS THE WAREHOUSEMAN MAY HAVE UNDER THE UCC OR OTHER APPLICABLE LAW, THE BAILOR ACKNOWLEDGES AND AGREES THAT THE WAREHOUSEMAN SHALL HAVE AND HEREBY CLAIMS A GENERAL LIEN ON THE GOODS COVERED BY THIS WAREHOUSE RECEIPT AND ON ANY AND ALL OTHER GOODS OF THE BAILOR IN THE WAREHOUSEMAN'S POSSESSION OR CONTROL FOR ANY AND ALL UNPAID FEES OR CHARGES OR OTHER AMOUNTS DUE FOR HANDLING, FREEZING, STORAGE, TRANSPORTATION AND PRESERVATION OF GOODS AND FOR ANY AND ALL OTHER CLAIMS FOR MONEY ADVANCED, INTEREST, INSURANCE, FREIGHT, LABOR, WEIGHING, COOPERATING AND OTHER SIMILAR MATTERS (INCLUDING THOSE DESCRIBED IN SECTION 9(a) HEREOF), IN EACH CASE, WHICH MAY BE OWED BY THE BAILOR TO THE WAREHOUSEMAN IN RELATION TO THE GOODS COVERED BY THIS WAREHOUSE RECEIPT OR SUCH OTHER GOODS OF THE BAILOR. IN THE EVENT THE BAILOR IS DELINQUENT OR OTHERWISE IN DEFAULT IN THE PAYMENT OF ANY SUCH AMOUNT OWED TO THE WAREHOUSEMAN, THE WAREHOUSEMAN MAY AT ITS SOLE OPTION ENFORCE AND EXERCISE SUCH LIEN OF THE WAREHOUSEMAN AGAINST ANY GOODS OF THE BAILOR IN THE WAREHOUSEMAN'S POSSESSION OR CONTROL, AND IN FURTHERANCE THEREOF, THE WAREHOUSEMAN MAY AT ITS OPTION DETAIN AND SELL ANY OF THE BAILOR'S GOODS AT ANY PRIVATE OR PUBLIC SALE, IN BULK OR IN PACKAGES, AND AT ANY TIME OR PLACE, SUBJECT TO ANY NOTICE REQUIRED UNDER THE UCC, AND THEN APPLY THE PROCEEDS OF SUCH SALE TO SATISFY SUCH LIEN OF THE WAREHOUSEMAN AGAINST ANY AND ALL SUCH GOODS.

ENTIRE AGREEMENT; MODIFICATIONS – Sec. 15. This Warehouse Receipt Contract Terms and Conditions is the entire agreement between the warehouseman and the bailor. Any change, addition, deletion or other modification shall be null and void unless in writing given by the warehouseman and, if applicable, any other party to be charged therewith.

BINDING EFFECT – Sec. 16. This Warehouse Receipt Contract Terms and Conditions is binding upon and inures to the benefit of the warehouseman, the bailor and their respective successors in interest.

WRITING – Sec. 17. Any notice, correspondence, confirmation, approval or other matters relating to the subject matter of this Warehouse Receipt Contract Terms and Conditions which are required, or any change, addition, deletion or modification of the terms of this Warehouse Receipt Contract Terms and Conditions which are expressly permitted or contemplated, to be "in writing" or "written" pursuant to the terms hereof, may be sent and received by any party, or evidenced and memorialized between the parties, in writing by any party by hand-delivery, overnight courier mail, e-mail, facsimile or other electronic means to the last known address of the other party (including, if by email, to any email address provided by the intended recipient to the other party) and shall be deemed delivered upon actual receipt thereof by the recipient or memorialized upon acceptance or acknowledgement thereof by the applicable party(ies).

WAIVERS AND RELEASES – Sec. 18. No waiver or release by any party of any rights, benefits, interests, remedies, powers or privileges under, including any of the terms of, this Warehouse Receipt Contract Terms and Conditions (including without limitation, any such waiver or release of the limitations on the liability of the Warehouseman under Section 10 above for any loss, damage or destruction of goods on any one or more occasions) shall (A) be effective or binding unless explicitly set forth in writing by the party so waiving or releasing or (B) operate or be deemed or construed as a waiver or release in respect of any other past, current or future rights, benefits, interests, remedies, powers or privileges hereunder (including any of the terms hereof) not expressly identified by such writing, whether of a similar or different character, and whether occurring before or after the waiver or release given in writing. No failure to exercise or enforce on any one or more occasions, or any delay in exercising or enforcing, any right, benefit, interest, remedy, power or privilege arising from, or any of the terms of, this Warehouse Receipt Contract Terms and Conditions (including without limitation, any such waiver or release of the limitations on the liability of the Warehouseman under Section 10 above for any loss, damage or destruction of goods on any one or more occasions) shall operate or be deemed or construed as a waiver or release thereof, nor shall any single or partial exercise or enforcement of any such right, interest, benefit, remedy, power or privilege or terms hereunder limit, restrict or preclude any other or further exercise or enforcement thereof at any time, or limit, restrict or preclude the exercise or enforcement of any other right, interest, benefit, remedy, power or privilege of a party, whether hereunder or at law or in equity.