

## **554.7204 Duty of care contractual limitation of warehouse operator's liability.**

1. A warehouse operator is liable for damages for loss of or injury to the goods caused by the warehouse operator's failure to exercise such care in regard to them as a reasonably careful person would exercise under like circumstances but unless otherwise agreed the warehouse operator is not liable for damages which could not have been avoided by the exercise of such care.

2. Damages may be limited by a term in the warehouse receipt or storage agreement limiting the amount of liability in case of loss or damage, and setting forth a specific liability per article or item, or value per unit of weight, beyond which the warehouse operator shall not be liable; provided, however, that such liability may on written request of the bailor at the time of signing such storage agreement or within a reasonable time after receipt of the warehouse receipt be increased on part or all of the goods thereunder, in which event increased rates may be charged based on such increased valuation, but that no such increase shall be permitted contrary to a lawful limitation of liability contained in the warehouse operator's tariff, if any. No such limitation is effective with respect to the warehouse operator's liability for conversion to the warehouse operator's own use.

3. Reasonable provisions as to the time and manner of presenting claims and instituting actions based on the bailment may be included in the warehouse receipt or tariff.

[S13, § 3138-a3, -a21, -a24; C24, 27, 31, 35, 39, § **9663, 9681, 9684**; C46, 50, 54, 58, 62, § 542.3, 542.21, 542.24; C66, 71, 73, 75, 77, 79, 81, § 554.7204]