H.B. 140 VETOES

- (6) A DESCRIPTION OF THE GOODS OR THE PACKAGES CONTAINING THEM;
 - (7) THE SIGNATURE OF THE WAREHOUSE OR ITS AGENT:
- (8) IF THE RECEIPT IS ISSUED FOR GOODS THAT THE WAREHOUSE OWNS, EITHER SOLELY, JOINTLY, OR IN COMMON WITH OTHERS, A STATEMENT OF THE FACT OF THAT OWNERSHIP; AND
- (9) A STATEMENT OF THE AMOUNT OF ADVANCES MADE AND OF LIABILITIES INCURRED FOR WHICH THE WAREHOUSE CLAIMS A LIEN OR SECURITY INTEREST, UNLESS THE PRECISE AMOUNT OF ADVANCES MADE OR LIABILITIES INCURRED, AT THE TIME OF THE ISSUE OF THE RECEIPT, IS UNKNOWN TO THE WAREHOUSE OR TO ITS AGENT THAT ISSUED THE RECEIPT, IN WHICH CASE A STATEMENT OF THE FACT THAT ADVANCES HAVE BEEN MADE OR LIABILITIES INCURRED AND THE PURPOSE OF THE ADVANCES OR LIABILITIES IS SUFFICIENT.
- (C) A WAREHOUSE MAY INSERT IN ITS RECEIPT ANY TERMS THAT ARE NOT CONTRARY TO THE MARYLAND UNIFORM COMMERCIAL CODE AND DO NOT IMPAIR ITS OBLIGATION OF DELIVERY UNDER § 7–403 OR ITS DUTY OF CARE UNDER § 7–204. ANY CONTRARY PROVISION IS INEFFECTIVE.

7-203.

A PARTY TO OR PURCHASER FOR VALUE IN GOOD FAITH OF A DOCUMENT OF TITLE, OTHER THAN A BILL OF LADING, THAT RELIES UPON THE DESCRIPTION OF THE GOODS IN THE DOCUMENT MAY RECOVER FROM THE ISSUER DAMAGES CAUSED BY THE NONRECEIPT OR MISDESCRIPTION OF THE GOODS, EXCEPT TO THE EXTENT THAT:

- (1) THE DOCUMENT CONSPICUOUSLY INDICATES THAT THE ISSUER DOES NOT KNOW WHETHER ALL OR PART OF THE GOODS IN FACT WERE RECEIVED OR CONFORM TO THE DESCRIPTION, SUCH AS A CASE IN WHICH THE DESCRIPTION IS IN TERMS OF MARKS OR LABELS OR KIND, QUANTITY, OR CONDITION, OR THE RECEIPT OR DESCRIPTION IS QUALIFIED BY "CONTENTS, CONDITION, AND QUALITY UNKNOWN", "SAID TO CONTAIN", OR WORDS OF SIMILAR IMPORT, IF THE INDICATION IS TRUE; OR
- (2) THE PARTY OR PURCHASER OTHERWISE HAS NOTICE OF THE NONRECEIPT OR MISDESCRIPTION.
 7–204.
- (A) A WAREHOUSE IS LIABLE FOR DAMAGES FOR LOSS OF OR INJURY TO THE GOODS CAUSED BY ITS FAILURE TO EXERCISE CARE WITH REGARD TO THE GOODS THAT A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER SIMILAR CIRCUMSTANCES. UNLESS OTHERWISE AGREED, THE WAREHOUSE IS NOT LIABLE FOR DAMAGES THAT COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF THAT CARE.
- (B) DAMAGES MAY BE LIMITED BY A TERM IN THE WAREHOUSE RECEIPT OR STORAGE AGREEMENT LIMITING THE AMOUNT OF LIABILITY IN CASE OF LOSS OR