

DAMAGE BEYOND WHICH THE WAREHOUSE IS NOT LIABLE. SUCH A LIMITATION IS NOT EFFECTIVE WITH RESPECT TO THE WAREHOUSE'S LIABILITY FOR CONVERSION TO ITS OWN USE. ON REQUEST OF THE BAILOR IN A RECORD AT THE TIME OF SIGNING THE STORAGE AGREEMENT OR WITHIN A REASONABLE TIME AFTER RECEIPT OF THE WAREHOUSE RECEIPT, THE WAREHOUSE'S LIABILITY MAY BE INCREASED ON PART OR ALL OF THE GOODS COVERED BY THE STORAGE AGREEMENT OR THE WAREHOUSE RECEIPT. IN THIS EVENT, INCREASED RATES MAY BE CHARGED BASED ON AN INCREASED VALUATION OF THE GOODS.

(C) REASONABLE PROVISIONS AS TO THE TIME AND MANNER OF PRESENTING CLAIMS AND COMMENCING ACTIONS BASED ON THE BAILMENT MAY BE INCLUDED IN THE WAREHOUSE RECEIPT OR STORAGE AGREEMENT.

(D) THIS SECTION DOES NOT MODIFY OR REPEAL ANY STATUTE THAT IMPOSES A HIGHER RESPONSIBILITY UPON THE WAREHOUSE OR INVALIDATES A CONTRACTUAL LIMITATION THAT WOULD BE PERMISSIBLE UNDER THIS TITLE.

7-205.

A BUYER IN ORDINARY COURSE OF BUSINESS OF FUNGIBLE GOODS SOLD AND DELIVERED BY A WAREHOUSE THAT IS ALSO IN THE BUSINESS OF BUYING AND SELLING SUCH GOODS TAKES THE GOODS FREE OF ANY CLAIM UNDER A WAREHOUSE RECEIPT EVEN IF THE RECEIPT IS NEGOTIABLE AND HAS BEEN DULY NEGOTIATED.

7-206.

(A) A WAREHOUSE, BY GIVING NOTICE TO THE PERSON ON WHOSE ACCOUNT THE GOODS ARE HELD AND ANY OTHER PERSON KNOWN TO CLAIM AN INTEREST IN THE GOODS, MAY REQUIRE PAYMENT OF ANY CHARGES AND REMOVAL OF THE GOODS FROM THE WAREHOUSE AT THE TERMINATION OF THE PERIOD OF STORAGE FIXED BY THE DOCUMENT OF TITLE OR, IF A PERIOD IS NOT FIXED, WITHIN A STATED PERIOD NOT LESS THAN 30 DAYS AFTER THE WAREHOUSE GIVES NOTICE. IF THE GOODS ARE NOT REMOVED BEFORE THE DATE SPECIFIED IN THE NOTICE, THE WAREHOUSE MAY SELL THEM PURSUANT TO § 7-210.

(B) IF A WAREHOUSE IN GOOD FAITH BELIEVES THAT GOODS ARE ABOUT TO DETERIORATE OR DECLINE IN VALUE TO LESS THAN THE AMOUNT OF ITS LIEN WITHIN THE TIME PROVIDED IN SUBSECTION (A) AND § 7-210, THE WAREHOUSE MAY SPECIFY IN THE NOTICE GIVEN UNDER SUBSECTION (A) ANY REASONABLE SHORTER TIME FOR REMOVAL OF THE GOODS AND, IF THE GOODS ARE NOT REMOVED, MAY SELL THEM AT PUBLIC SALE HELD NOT LESS THAN 1 WEEK AFTER A SINGLE ADVERTISEMENT OR POSTING.

(C) IF, AS A RESULT OF A QUALITY OR CONDITION OF THE GOODS OF WHICH THE WAREHOUSE DID NOT HAVE NOTICE AT THE TIME OF DEPOSIT, THE GOODS ARE A HAZARD TO OTHER PROPERTY, THE WAREHOUSE FACILITIES, OR OTHER PERSONS, THE WAREHOUSE MAY SELL THE GOODS AT PUBLIC OR PRIVATE SALE WITHOUT ADVERTISEMENT OR POSTING ON REASONABLE NOTIFICATION TO ALL PERSONS KNOWN TO CLAIM AN INTEREST IN THE GOODS. IF THE WAREHOUSE, AFTER A