

(D) A WAREHOUSE MAY BUY AT ANY PUBLIC SALE HELD PURSUANT TO THIS SECTION.

(E) A PURCHASER IN GOOD FAITH OF GOODS SOLD TO ENFORCE A WAREHOUSE'S LIEN TAKES THE GOODS FREE OF ANY RIGHTS OF PERSONS AGAINST WHICH THE LIEN WAS VALID, DESPITE THE WAREHOUSE'S NONCOMPLIANCE WITH THIS SECTION.

(F) A WAREHOUSE MAY SATISFY ITS LIEN FROM THE PROCEEDS OF ANY SALE PURSUANT TO THIS SECTION BUT SHALL HOLD THE BALANCE, IF ANY, FOR DELIVERY ON DEMAND TO ANY PERSON TO WHICH THE WAREHOUSE WOULD HAVE BEEN BOUND TO DELIVER THE GOODS.

(G) THE RIGHTS PROVIDED BY THIS SECTION ARE IN ADDITION TO ALL OTHER RIGHTS ALLOWED BY LAW TO A CREDITOR AGAINST A DEBTOR.

(H) IF A LIEN IS ON GOODS STORED BY A MERCHANT IN THE COURSE OF ITS BUSINESS, THE LIEN MAY BE ENFORCED IN ACCORDANCE WITH SUBSECTION (A) OR (B).

(I) A WAREHOUSE IS LIABLE FOR DAMAGES CAUSED BY FAILURE TO COMPLY WITH THE REQUIREMENTS FOR SALE UNDER THIS SECTION AND, IN CASE OF WILLFUL VIOLATION, IS LIABLE FOR CONVERSION.

Subtitle 3. Bills of Lading: Special Provisions.

7-301.

(A) A CONSIGNEE OF A NONNEGOTIABLE BILL OF LADING WHICH HAS GIVEN VALUE IN GOOD FAITH, OR A HOLDER TO WHICH A NEGOTIABLE BILL HAS BEEN DULY NEGOTIATED, RELYING UPON THE DESCRIPTION OF THE GOODS IN THE BILL OR UPON THE DATE SHOWN IN THE BILL, MAY RECOVER FROM THE ISSUER DAMAGES CAUSED BY THE MISDATING OF THE BILL OR THE NONRECEIPT OR MISDESCRIPTION OF THE GOODS, EXCEPT TO THE EXTENT THAT THE BILL INDICATES THAT THE ISSUER DOES NOT KNOW WHETHER ANY PART OR ALL OF THE GOODS IN FACT WERE RECEIVED OR CONFORM TO THE DESCRIPTION, SUCH AS IN 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 OR CONDITION OF CONTENTS OF PACKAGES UNKNOWN", "SAID TO CONTAIN", "SHIPPER'S WEIGHT, LOAD, AND COUNT", OR WORDS OF SIMILAR IMPORT, IF THAT INDICATION IS TRUE.

(B) IF GOODS ARE LOADED BY THE ISSUER OF A BILL OF LADING:

(1) THE ISSUER SHALL COUNT THE PACKAGES OF GOODS IF SHIPPED IN PACKAGES AND ASCERTAIN THE KIND AND QUANTITY IF SHIPPED IN BULK; AND

(2) WORDS SUCH AS "SHIPPER'S WEIGHT, LOAD, AND COUNT", OR WORDS OF SIMILAR IMPORT INDICATING THAT THE DESCRIPTION WAS MADE BY THE SHIPPER ARE INEFFECTIVE EXCEPT AS TO GOODS CONCEALED IN PACKAGES.