



VAN MOER
Logistics

GENERAL CONDITIONS

VAN MOER TRANSPORT - VAN MOER DISTRIBUTION
VAN MOER BULK & LIQUIDS - VAN MOER RAIL
VAN MOER STORAGE - VAN MOER CHEMICALS
VAN MOER CLEANING & REPAIR - VAN MOER STEVEDORING
VAN MOER BRUSSELS - WEBARGE
ASSOCIATED TERMINAL OPERATORS
DENNIE LOCKEFEEER CONTAINER TERMINAL
TRIMODAL TERMINAL BRUSSELS
VAN MOER FORWARDING

Committed to creating
value through our
partnership in logistics.

1. GENERAL LOGISTIC CONDITIONS

1. DEFINITIONS

Hereinafter the following conditions shall mean:

- 1.1. G.L.C : General Logistics Conditions.
- 1.2. CC: Civil Code.
- 1.3. ABAS-KVBG-conditions: general terms and conditions for the handling of goods and related activities in the Port of Antwerp.
- 1.4. CEB/VEA-conditions: Belgian Freight Forwarders Standard Trading Conditions.
- 1.5. G.C.T.C.: CTC General Terms & Conditions for Tank Cleaning.
- 1.6. Logistic Service Agreement: the agreement binding the Logistics Service Provider to perform Logistic Services for the Principal.
- 1.7. Logistic Services: all agreed services of any nature whatsoever related to the handling and distribution of goods, including but not restricted to collection, purchase, storage, stock management, order handling, preparing for shipment, invoicing, regarding the goods as well as the related data exchange and its management, customs, transport and expedition. Under no circumstances will fiscal representation be subject to this Logistic Service Agreement.
- 1.8. Logistic Service Provider: the party performing the Logistic Services as described in the Logistic Service Agreement concluded with the Principal.
- 1.9. Logistic Centre: place where the Logistic Services will be performed.
- 1.10. Additional Activities: activities ordered after the original Logistic Service Agreement had been entered into.
- 1.11. Consignee: the party to whom the Logistic Service Provider must deliver the goods in accordance with the Logistic Service Agreement.
- 1.12. Principal: the party that has entered into an agreement with the Logistic Service Provider.
- 1.13. Reception: the moment in time at which the Goods are handed over to the Logistic Service Provider, subject to his reservations as the case may be, and from whereon the Goods are under his care.
- 1.14. Delivery: the moment in time at which the Goods are handed over to the Consignee, as the case may be subject to his reservations, and after which the Goods are no longer in Logistic Service Provider's care.
- 1.15. Force majeure: All circumstances beyond the control of the Logistic Service Provider or that he does not have under his control and which humanly-speaking make it practically impossible to meet his obligations.
- 1.16. Working days: all calendar days, excluding Saturdays, Sundays, as well as all recognised public holidays in Belgium.

1.17. Stock Difference: the difference, between physical stock in the Logistic Centre and the stock as recorded in the warehouse management system of the Logistic Service Provider, which cannot be explained unless proven to the contrary by the Principal.

1.18. CMR: Convention on the Contract for the International Carriage of Goods by Road (Geneva, May 19th 1956).

1.19. CIM: Uniform Rules Concerning the Contract of International Carriage of Goods by Rail dd. July 1st 2006.

1.20. FIATA: Fiata model rules for freight forwarding services.

1.21. CMNI: the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways (CMNI) of June 22nd, 2001.

2. SCOPE

2.1. The G.L.C are applicable unless explicitly agreed otherwise in writing, to the Logistic Service Agreement and the Additional Activities; in so far they are not in conflict with imperative law and public order.

The terms and conditions of Principal are explicitly excluded from the contractual relationship between the parties.

2.2. All transports carried out within the framework of this Logistic Service Agreement are subject to the provisions of the international treaties and imperative legislation applicable to the related transport (CMR, added with the General Conditions for Carriage by Road as drafted by TLV, Febetra and UPTR if it concerns Belgian Way Bill forms and they are not in conflict with the strictly binding statutory provisions, CIM, CMNI, FIATA, ...).

2.3. Unless otherwise agreed upon in writing, all forwarding, customs and VAT assignments are carried out within the framework of this Logistic Service Agreement governed by the provisions of the CEB/VEA-Conditions.

2.4. Unless otherwise agreed upon in writing, the provisions of the G.C.T.C.-conditions will govern all tank cleaning activities carried out within the framework of these G.L.C.

2.5. Unless otherwise agreed upon in writing, the provisions of the CTC-conditions will govern all tank cleaning activities carried out within the framework of these G.L.C.

2.6. Each agreement is concluded on and valid from the moment the offer is accepted by the Principal, or in case of lack thereof, the moment the Logistic Service Provider has in fact started the execution of the agreement.

3. OBLIGATIONS OF THE LOGISTICS PROVIDER

The Logistic Service Provider must:

3.1. Perform Logistic Services and if required Additional Activities agreed with the Principal.

3.2. Take reception of the agreed goods at the agreed place, time and in the agreed way, accompanied by a transport document and accept the other documents that may have been given by the Principal and to deliver them in the same condition as the one in which they have received them, or in the agreed condition.

If there is no agreed time of Delivery or Reception these agreed activities must take place within the time which a Logistic Service Provider reasonably needs, counting from the time the Delivery or Reception is requested. This time is then deemed to be the agreed time.

On Reception of the goods, note any necessary reservations on the transport document regarding externally visible damage and quantity, and inform the Principal about this so that he can take the necessary measures.

3.3. Designate one or more contacts and report this to the Principal.

3.4. If the Logistic Service Provider fails to designate one or more contacts as referred to under Article 3 paragraph 3, the person who has signed the Logistic Service Agreement on behalf of the Logistic Service Provider shall be deemed to be the contact.

3.5. See to it that the storage and handling of the goods is done in an appropriate environment, including the necessary licences, as the case may be. Any change in agreed Logistic Center shall have to be notified to the Principal.

3.6. Behave like a diligent administrator regarding the goods and should this be necessary for the preservation of the goods to take all reasonable measures at the expense of the Principal, including those that do not result directly from the provision of Logistic Services.

3.7. Insure its liability as it results from the G.L.C with an approved insurance company, according to the Supervisory Act of Insurances of 9 July 1975.

3.8. Only allow the presence of the Principal or of the persons designated by him to the areas and premises where the goods are located but exclusively at their own risk and exclusively during normal working hours, however, provided that this:

- Takes place in the presence of the Logistic Service Provider;
- Was communicated and approved in advance;
- Takes place in accordance with the Logistic Service Provider's internal rules and regulations;
- takes place in accordance with the current safety instructions applicable at the Logistics Center and /or on the premises used for the performance of this agreement.

3.9. See to the proper functioning of the equipment he uses to perform the contract for the provision of Logistic Services.

3.10. The obligations of the Logistic Service Provider contained in present Logistic Service Agreement are obligations of means and cannot, save explicit prior written agreement between the parties to the contrary, be interpreted as obligations of result.

4. LIABILITY OF THE LOGISTIC SERVICE PROVIDER

4.1. If goods handled by the Logistic Service Provider in their packaging, if any, are not delivered in the same condition or in the agreed condition to the Principal and/or consignee, the Logistic Service Provider, except in case of Force Majeure and any other provisions in the present conditions, shall be liable for the related damage and/or loss insofar this damage and/or loss is caused by a fault or negligence of the Logistics Provider, his representatives, personnel and/or subcontractors, if any. The Principal has the burden of proof that the damage and/or the loss occurred between the time of Reception and the time of Delivery as stipulated in these Conditions.

4.2. The Logistic Service Provider is not liable for damage to / loss of the goods, in so far that damage/loss is the result of the special risks related to storage in the open air, as per the instructions of the Principal.

4.3. Logistic Service Provider is exempt from liability in case of o.a. theft with burglary, violence or under threat or at gunpoint; fire, explosion, lightning, aeronautical vehicles, water damages, inherent vice of the goods and/or their packaging, hidden defects, demurrage and detention of containers, and Force Majeure.

4.4. Except when the damage or loss is caused by willful misconduct of Logistic Service Provider's management, the liability of the Logistic Service Provider under these G.L.C is limited to an amount per kilogram, per damage causing event and per contract year, to be agreed upon between parties at

the conclusion of the Logistic Service Agreement. In case such amounts have not been agreed upon, the following amounts will be applicable: 8.33 special drawing rights (S.D.R.) per kilogram of lost or damaged goods with the absolute maximum of 25,000 € per damage causing event or series of events having the same cause of damage and 100,000 EUR year.

4.5. If the Logistic Service Provider does not perform the Logistic Services and/or Additional Activities at or within the agreed time, in the agreed way and at the agreed place, he shall be held, and without prejudice to the provisions of paragraph 1 of the present article, to perform these activities as soon as possible without additional costs for the Principal, in the agreed way.

If the Principal has furthermore incurred expenses in relation with the fact that the Logistic Service Provider did not perform the Logistic Services and/or the Additional Activities in the agreed manner, time and place, the Logistic Service Provider is liable to pay these costs up to an amount to be agreed at the time of the entering into the Logistic Service Agreement. If such an amount was not agreed, the liability of the logistics provider for these costs shall be 750 EUR maximum per occurrence.

4.6. The Logistic Service Provider is not liable for damages as a result of information and instructions provided by or to other persons than those referred to under Article 3.3.

4.7. If the Logistic Service Provider repeatedly fails to comply with the substantial obligations, the Principal can, without prejudice to the right to compensation for damages as described in paragraphs 1, 2, 3 and 4 of this article, terminate the Logistic Service Agreement if 30 days after having given formal notice hereof to the Logistic Service Provider, the failure to comply is still not remedied.

Towards the compensation of the damage resulting from this termination the Logistic Service Provider shall at the most owe a sum to be fixed at the beginning of the Logistics Service Agreement.

4.8. The Logistic Service Provider is not liable for any damage except to the goods themselves. All indirect and/or intangible damage, such as but not limited to loss of income, loss of profit, consequential damages, etc., is excluded from Logistic Service Provider's liability. Furthermore, the Logistics Service Provider shall not be liable for damages resulting from customs related obligations. The Principal shall indemnify the Logistics Service Provider against any liability in this respect.

4.9. Any damage/loss and/or difference in stock shall be evaluated once per year. If there is a positive difference no compensation for damages will be claimed. In case of negative and positive differences, the differences will be set off against each other.

In case of a negative difference no compensation for damages will be paid if the difference is less than a between parties to be agreed upon percentage of the total Annual Volume that was handled; failure whereof a percentage of 0.1 % of the total Annual Volume subject to the Logistic Service Agreement will apply. The Annual Volume means the sum of the inbound, outbound and handled quantities of Goods.

If the agreed upon percentage, is nevertheless exceeded the Logistic Service Provider shall pay a compensation for damages to the Principal equal to the reception-value of the respective product subject to Stock Difference beyond the agreed upon percentage. Logistic Service Provider's liability for

Stock Difference will be subject to the limitations set out in section 4 paragraph 4.

Reception-value will mean the purchasing/manufacturing, as the case may be, cost plus the costs for transportation up till the Reception of the goods by Logistic Service Provider.

4.10. The Logistic Service Provider may proceed to sell the goods without awaiting the instructions of the cargo interest if the perishable nature or condition of the goods justifies this or if the costs of preservation are out of proportion compared to the value of the goods. The value of the goods is the cost of production or failing this, the current market price or failing that, the usual value of goods of the same nature and quality.

He can also proceed to sell if the Principal surrenders the goods.

In the other cases he can also order to sell if he has received no other instructions from the cargo interest within a reasonable period, of which the service can reasonably be demanded.

If the goods are sold in compliance with the present article, the proceeds of the sale shall be made available to the cargo interest deducting the costs burdening the goods. If these costs are higher than the proceeds of the sale Logistic Service Provider will be entitled to the difference.

The law and the current practice of the place where the goods are located shall fix the procedure in case of sale.

In any case, in the event of perishable goods or goods of which the cost of preservation are out of proportion with the value of the goods a simple communication will be addressed to the cargo interests.

If the latter fail to respond to this within two (2) Working Days , the sale may proceed.

In case of non-perishable goods, a simple communication of sale will be addressed to the cargo interests. If the latter fail to respond to this within a period of 15 days the sale may take place.

5. OBLIGATIONS OF THE PRINCIPAL

The Principal must:

5.1. Designate one or more contacts and communicate these to the Logistic Service Provider.

5.2. If the Principal fails to designate one or more contacts as referred to in this article 5.1 of the present conditions, the party that has signed the Logistic Service Agreement on behalf of the Principal shall be deemed to be the contact.

5.3. Principal will provide to the Logistic Service Provider in due time all information concerning the goods and their handling, of which he knows or is deemed to know the significance to the Logistic Service Provider.

Furthermore, the Principal provides in due time all data and information the Logistic Service Provider requests for an accurate execution of the Logistic Service Agreement (e.g. but not exhaustive: EDI-link, PO-number, ...), in the by the Logistic Service Provider preferred form and manner.

Regarding the dangerous goods, the Principal is held to provide or communicate all documents and instructions as indicated in the conventions and prescriptions in this respect such as ADR, ADN, IMDG, MSDS –files ... to the Logistic Service Provider.

The Principal is responsible for the accuracy, correctness, completeness and reliability of the information, data and documents provided to Logistic Service Provider by himself or by third parties on his behalf.

The Logistic Service Provider can suspend execution of this agreement till the moment Principal has complied with all of its abovementioned obligations.

Insofar late, inaccurate, incomplete and/or incorrect information, data and/or documents, delays the execution of the Logistic Services or prevents the Logistic Services to be performed as they should, all the costs and/or consequences resulting therefrom will be for the account of Principal.

The Principal is also liable for any damage to the environment and for any damage or any harm the Logistic Service Provider, his representatives, personnel or subcontractors, if any, would sustain, as a result of late, inaccurate, incomplete and/or faulty information concerning the nature of the goods.

5.4. Inform the Logistic Service Provider about the necessary licences and/or permits to perform his activities.

5.5. The Principal warrants to place the agreed goods at the agreed place, time, and manner, at least adequately and sufficiently packed in packaging apt for transport, at the disposal of the Logistic Service Provider accompanied with the relevant transport documents and other documents required by law; unless otherwise agreed upon in writing.

5.6. Besides the agreed price of the provision of Logistic Services, Principal will pay the expenses incurred by the Logistic Service Provider with respect to the Additional Activities, including the costs, as referred to under Article 3 par. 6, within the fixed period of payment.

5.7. Principal will hold the Logistic Service Provider harmless against any claims of third parties regarding damages caused direct or indirect by the goods, inadequate or insufficient packaging, by an act or negligence of the Principal, his subordinates, as well as all other persons whose services the Principal uses.

5.8. Guarantee for the equipment made available by him to the Logistic Service Provider.

5.9. At the end of the Logistic Service Agreement, collect the goods that are still at the premises of the Logistic Service Provider on the last Working day of that agreement after payment of all amounts due or that will become due. For whatever may be due after the completion of the Logistics Service Agreement it will suffice for the Principal to provide sufficient security.

5.10. accept every adjustment of rates regarding the incurrence of expenses and/or the payment of costs (including new taxes) that are unknown at the time this agreement was concluded and which the

Principal would also have to pay if the Principal were to perform the activities mentioned in this agreement for his own account (e.g., but not exhaustive, fuel costs). Service Provider is entitled to adjust the price no more than once per quarter of a year in the event of significant changes in market conditions especially in transport or procurement costs or any other costs that directly affect Service Provider's cost in fulfilling its contractual obligations.

The prices of this agreement will, each year in January, be subject to automatic yearly indexation in of which the modalities will be set out and be agreed upon by the parties at the conclusion of this agreement; failure whereof, the prices will be adjusted according to the consumption price index as published on the website of the FOD Economie, based on the following formula:

New tariff = Base tariff x New Index/Base Index

(i) 'Base tariff' = the rate specified in this Agreement;

(ii) 'Base Index' = the CPI of [MONTH YEAR]

(iii) 'New Index' = CPI index of [MONTH] prior to the year in which the annual indexation is applied

5.11. Pay the costs of removal and recycling of packaging and waste that result from the provision of services at cost price.

5.12. Guarantees to Service Provider a free time period (demurrage & detention combined) of at least 14 calendar days and agrees on the principle that the maximum daily volume that can be handled by Service Provider corresponds to 200% of the average daily volume that is handled per month.

6. LIABILITY OF THE PRINCIPAL

6.1. The Principal is liable for any damage and costs caused by him and all persons for who he is responsible such as employees, affiliates, agents, representatives and/or subcontractors, and/or goods subject to the Logistic Service Agreement.

6.2. If the Principal fails to communicate the information, data and documents as referred to under Article 5 par. 3 of these conditions in due time, or fails to make available the agreed goods at the agreed time or within the agreed period of time, manner and place, in an adequate and sufficient packaging apt for transport, accompanied by the required documents as intended under Article 5 par. 5 of these conditions, he must perform these activities as soon as possible, free of charge and in the agreed manner for the Logistic Service Provider.

If the Logistic Service Provider has in addition incurred costs in relation with the fact that the Principal has failed to meet his obligations as referred to under Article 5 par. 3 and 5 of these conditions, the Principal is liable for these costs up to a maximum of 30,000 EUR per occurrence.

6.3. If the Principal repeatedly fails to meet his obligations the Logistic Service Provider can, without prejudice to compensation of damages, terminate the Logistic Service Agreement, after he has allowed the Logistic Service Provider in writing a reasonable last deadline and the Principal still has not met his obligations at the expiry thereof. In which case Principal is liable for all consequences, costs and damages resulting therefrom.

6.4. The Principal shall adequately insure the goods at least against fire, lightning, explosion, aeronautical vehicles, storm damage, water damage, floods and theft. In case of damage due to abovementioned circumstances, Principal and its insurer(s) will waive recourse against the Logistic Service Provider and all other third parties.

In any case he will also be liable for the collection and handling of the damaged goods. The access to the areas is described in Article 3 par.8. Moreover he will pay all costs caused by the collection and handling of the damaged goods as well as all costs whatsoever resulting from this, such as the costs of cleaning and sanitation of the land and of the facilities and all the above without prejudice to what is mentioned under Article 6 par. 1.

7. PRESCRIPTION

All claims to which the Logistic Service Agreement gives rise including those that are the result of a Cash On Delivery-clause, shall expire after a period of one year as of the day following the one on which the Principal is informed of the fact or the occurrence that gives rise to the claim or should have been informed. Logistic Service Provider will be informed in writing of each claim relating to externally visible damage immediately upon Delivery and of each claim regarding invisible damage within seven (7) days after Delivery, Sunday and public holidays not included; failure whereof, the claim will be non-admissible.

8. TERM AND TERMINATION OF THE AGREEMENT

8.1. Unless otherwise agreed upon in writing, the Logistic Service Agreement is concluded for an indefinite term but can be terminated by either party upon six (6) months notification.

8.2. If a party has repeatedly not complied with a substantial obligation under this agreement, and if the breach remained unremedied thirty (30) days after formal notification thereof to the general management of the breaching party (manager, managing Director, ...), the other party can terminate the Logistic Service Agreement at all times provided a thirty (30) days' notice is given.

8.3. Either Party can terminate the Agreement by formal notice in case the other party is subject to liquidation or dissolution proceedings, insolvency, bankruptcy and/or any other collective settlement on debt.

8.4. If, upon termination of the Agreement, the agreement and/or Logistic Service has been partially executed, the termination will only regard the future and all costs and expenses made will be invoiced in accordance with the Agreement and paid by Principal.

8.5. If a situation of Force Majeure continues for more than thirty (30) days, the Logistic Service Agreement can be terminated by the Principal, without possibility to claim compensation for any damages resulting therefrom.

9. CONDITIONS OF PAYMENT

9.1. All amounts due by the Logistic Service Provider and the Principal, shall be paid taking into account the agreed due date or in absence of this within two weeks after the date of invoice.

9.2. If the invoice is not paid on the due date the outstanding amount shall produce an interest by law and without formal notice at a rate fixed by the European Central Bank, fixed by the Act of 2 August 2002 implementing the European Directive 2011/7/CE, plus seven percent and rounded upwards to half a percent.

9.3. If the debtor fails to comply within a period of fifteen days after having sent a registered letter by mail, the amount outstanding shall moreover be increased with 10% with a minimum of 125 EUR and a maximum of 4.000 EUR as a lump sum compensation for additional administrative costs, supervision of accounts outstanding and disturbance of commercial activities.

9.4. In so far as permitted by applicable law, compensation or set-off of any amount will never be allowed.

9.5. No complaint or discussion regarding an invoice, will interfere with the payment of the unchallenged part of the invoice under consideration in accordance with the payment terms of this Clause.

9.6. In the event the Logistic Service Agreement is terminated for whatever reason, all sums as referred to under this clause 9 will become immediately due and payable.

10. GUARANTEES

10.1. The Logistic Service Provider holds a right of retention in respect of the goods and documents he holds in regard with the Logistic Service Agreement.

10.2. The Logistic Service Provider can only exercise the right of retention for what is or will be due to him relating to the Logistic Service. He can also exercise this right on the Cash On Delivery-fee burdening the goods.

10.3. The Logistic Service Provider can also exercise the right of retention for what is due to him by the Principal in relation with any previous Logistic Service Agreements.

10.4. The Logistic Service Provider can also exercise the right of retention for a commission fee he is entitled to in relation with a Cash On Delivery shipment, for which he does not need to accept a guarantee.

10.5. All goods, documents and monies the Logistic Service Provider holds for the Logistic Service Agreement, shall constitute a pledge for all claims he has with respect to the Principal.

10.6. If the Principal fails to pay the sums he owes to the Logistic Service Provider and for which the Logistic Service Provider holds a right of retention and/or a right of pledge on the basis of this Agreement, the Logistic Service Provider shall have the right, after having obtained the approval of the judge, to sell the goods stored at his premises at the expense of the Principal for his own benefit in compliance with the Act of 5 May 1872.

10.7. When requested, the Logistic Service Provider can also replace the pledge by an equivalent guarantee to be assessed exclusively by him.

11. GOVERNING LAW / JURISDICTION

11.1. Belgian Law shall govern all agreements to which the G.L.C are applicable.

11.2. All disputes related to the validity, interpretation or service of the agreement on which the G.L.C are applicable, shall fall within the jurisdiction of the Courts of Antwerp, division Antwerp.

12. MISCELLANEOUS PROVISIONS

12.1. The non-applicability of one or several provisions of these conditions shall not affect the applicability of the other provisions. Both parties will immediately take the action necessary to replace the provision concerned by a valid provision which approximates the original intention of both parties as closely as possible.

12.2. The fact that one of the parties would fail to react against the non-compliance of the contractual stipulations by the other party can never be considered by the other party to be a permanent waiver of the stipulation(s) under consideration.

12.3. Each party warrants the strict confidentiality of the contents of the Logistic Service Agreement and all information exchanged between the Principal and the Logistic Service Provider relating thereto. Parties are allowed to disclose information subject to confidentiality to a governmental agency to comply with any legal obligation and to disclose this information to third parties in accordance with customary business practices.

12.4. All notifications will be sent by registered letter, addressed to the general management of the other party (manager, managing Director, ...).

A.B.A.S.

Professional Association of Antwerp Master Stevedores and Port Operators

Incorporated Professional Association c.v.b.a.

K.V.B.G.

Royal Association of trafficflow controllers

2. GENERAL CONDITIONS FOR THE HANDLING OF GOODS AND RELATED ACTIVITIES IN THE PORT OF ANTWERP

Article 1: Every assignment to the assignee will be concluded according to the following conditions that govern the commercial relations between the parties.

- The assignor is the one who gives the order and executes it or has it executed.
- The assignee is the one who accepts this order and executes it or has it executed.

Article 2: The assignment consists of all activities of a manual or non-manual nature relating to the loading, unloading, handling, receiving, controlling, tallying, delivery of goods, warehousing, transportation within the port area (Belgian Royal Decree 12.81974 art. 2 § 4), including all related and additional activities. This enumeration is not limitative.

Article 3: The assignee is only liable for the material damage and/or loss which is the direct consequence of his proven fault. Under no circumstances more than the actual damage will be compensated for. The liability of the assignee is limited to EUR 2 per kg of damaged or lost gross weight. For steel products (such as coils, sheets, plates, slabs, pipes, tubes, beams, bars, blooms, billets, wire rods and cast iron pipes) a liability limitation of EURO 1000 per package will be taken into account. The maximum liability regardless of the number of packages for each claim of damage caused by one and the same cause shall not exceed EUR 25,000,-. For damage caused to the ship or means of transport, the maximum liability shall not exceed EUR 25,000,-. In case of convergence of several claims relating to damage caused to the ship or the means of transport, loss and/or damage of goods or materials made available by the assignor or by third parties, the total liability shall not exceed EUR 50,000,- irrespective of the number of prejudiced parties.

Article 4: All costs arising from government decisions and all claims which governments have or think they have towards the assignee, and all costs which the assignee will have to pay to protect himself from this type of claims, shall be borne by the assignor.

Article 5: The assignor who can invoke discharge clauses/or limitations shall stipulate these in favour of the assignee. The assignor confirms that the goods of the assignment are his property or that he, as the representative of the interested party of the goods, can dispose of these goods in a way that he will not only accept these conditions for himself, but also explicitly on behalf of his assignor and/or any other interested party of the goods.

Article 6:

- a. Money advanced shall be repaid in cash on presentation of the supporting documents.
- b. All amounts which have been charged by the assignee shall be paid in cash, unless another term of payment has been agreed between the assignee and the assignor.
- c. Every protest against an invoice shall be received in writing by the assignee within 14 days following the invoice date. Partial protest shall not suspend the payment of the not-protested parts of the invoice.

- d. Delay in payment will give rise ipso jure to the payment of interest for delay equal to the interest rate of the Belgian law on the fight of arrears during commercial transactions of 2 August 2002.

Formal notice of payment shall give rise to the payment of contractual damages equal to 10% of the amount invoiced, with a minimum of EUR 125,- for administrative charges.

Article 7: The assignee is exempt from all liability in the following cases:

- All immaterial, indirect and/or consequential damage such as but not limited to: delays, harbour dues, demurrage, loss of profits, fines and/or similar levies;
- all damage and loss occurring before or after the actual execution of the task by the assignee;
- force majeure;
- shortage of personnel;
- theft;
- defect in the goods and/or the packing;
- flooding, whirlwind, natural disaster, explosion and fire, whoever or whatever may be the cause thereof;
- error of third parties and/or of the assignor;
- failure to communicate or incorrect communication of data or instructions, or communicating incorrect or incomplete data or instructions by the assignor and/or by third parties;
- any claim resulting from an unforeseeable defect of the equipment of the assignee.

Article 8:

- a) The assignor is required to communicate in writing to the assignee in time before the commencement of the task:
- b) the correct and accurate description of the goods, including type, number, weight, condition and risk category.
- c) all instructions and limitations connected with the protection, handling, and storage of the goods and the execution of the assignment in general.
- d) all instructions regarding the protection of the appointed persons.
- e) The goods shall carry all necessary markings indicating their characteristics. The assignor shall pack the goods required for the execution of the assignment, unless it is customary not to pack the goods.
- f) The available means of transport shall be supplied so that the assignment to be executed can be started immediately according to the usual method of working and the relevant statutory regulations. Unless agreed otherwise in writing, the assignee will not guarantee the fastening of the load. Before the start of the transport, the transporter shall verify whether the stowage and – if applicable – the fastening of the load has been carried out pursuant to the technical requirements of the vehicle and to the relevant statutory regulations.
- g) The installations, warehouses and equipment shall be checked by the assignor before being put to use, as to their suitability. In the absence of such a check or any motivated reserve, they shall be deemed to have been found suitable.
- h) The assignor shall safeguard the assignee against all claims and shall compensate him for his damage, losses and costs that could arise from a breach of the above obligations, even if the breach is attributable to a third party.

Article 9: Unless agreed explicitly with the assignor, the assignee shall never insure the goods. The parties and respective insurers shall mutually renounce redress for all damage resulting

from fire, explosion, stroke of lightning and the impact of aircrafts. The assignor himself shall be responsible for cleaning and removing the goods which have been damaged by fire.

Article 10: The assignee shall carry out the assignment to the best of his ability and pursuant to the customs, usages and regulations of the port.

Article 11: As guarantee for the payment of all sums due by the assignor to the assignee for the handling, storage and additional activities of these and previous goods, he is granted a possessory lien in accordance with article 1948 of the Belgian Civil Code and the stipulations of the law of May 5, 1872 even if warehouse warrants and bearer storage certifications are postponed. Should the assignor remain in default, the assignee shall be entitled, after due notice, to have the goods sold pursuant to the procedure stipulated in the law of May 5, 1872.

Article 12: All liability of the assignee lapses if the assignor has not protested in writing and at the latest upon conclusion of the task.

Article 13: Without prejudice to the preceding stipulations, any claim against the assignee expires one year after the determination of the damage and/or shortage or, in case of dispute, one year after the date of invoice, unless a shorter date is fixed by law.

Article 14: Should any article of these general conditions be in conflict with compelling legal stipulations that article shall be regarded as not written, so that the validity of the remaining articles shall be unaffected.

Article 15: All legal disputes between assignor and assignee shall be settled according to these general conditions and Belgian law, unless both parties have agreed otherwise. Only the courts of Antwerp are competent in case of disputes. In case or arguments the Dutch text shall be decisive.

Article 16: These conditions were disposed at the court registry of the Commercial Court of Antwerp on March 26, 2009 and are effective as of April 1,2009.

3. BELGIAN FREIGHT FORWARDERS STANDARD TRADING CONDITIONS

Article 1

Unless otherwise agreed these Conditions shall be applicable to any form of service provided by the Freight Forwarder. They may be quoted as “Belgian Forwarding Conditions”. They represent a recognized custom of the trade.

Article 2

In these Conditions:

- Customer: is the Freight Forwarder’s Principal at the instructions of whom and on behalf of whom the Freight Forwarder provides services, information or advice, whether gratuitous or for reward.
- Freight Forwarder: is a CEB member or each Freight Forwarder conducting business under these Conditions.
- service: is any instruction to forward goods offered, accepted for performance, or performed by the Freight Forwarder, and any related act, any information or advice in respect thereof.
- goods: are all and any goods including their packaging, entrusted to the Freight Forwarder by the Customer. Such goods include all and any merchandise as well as all and any titles or documents that represent or may represent such goods.
- owner: is the owner of the goods to which the service provided by the Freight Forwarder pertains.
- third parties: are any non-contracting parties, in particular any natural or legal persons whom the Freight Forwarder deals with in the performance of his duties.

Article 3

Where the performance of services is concerned, a distinction is made between the Freight Forwarder who acts:

1. as a forwarding agent under Belgian law (commissionnaire — expéditeur): his duties consist of, inter alia, forwarding goods either in his own name or in his Principal’s name, but always on the latter’s behalf, and pursuant thereto in providing all and any such services as may be necessary in respect thereof, performing all and any required formalities and concluding any such agreements as are necessary for such purpose
2. as a principal under Belgian law (commissionnaire de transport): in the following cases only, and in no other cases, the Freight Forwarder shall be regarded as a principal:
 - a) when he performs the carriage of goods in his own name and by his own means of transport,
 - b) when he issues a transport document in his own name,
 - c) when the instructions explicitly show that the Freight Forwarder assumes such obligation.

Article 4

These Conditions do not imply any waiver of any right by the Freight Forwarder and they cannot give rise to a more extensive liability than that to which he would be subject pursuant to any legislation or regulation applicable in addition to these Conditions.

Article 5

The Customer warrants that the goods entrusted by him to the Freight Forwarder under his instructions are his property or that as an authorized agent of the owner he has the right of control of such goods,

and that consequently he accepts these Conditions not only for himself but also for and on behalf of his Principal and for and on behalf of the owner.

Formation and Performance of the Contract

Article 6

Unless otherwise agreed, or unless an event constituting force majeure arises beyond the Freight Forwarder's control, an offer made by the Freight Forwarder shall be valid for 8 days.

Such an offer shall be based upon existing rates, remunerations, freight charges, currency rates and estimated dates, which are in force at the time when the offer is communicated to the Customer.

Should one or more of these elements be varied, the prices offered shall be adapted accordingly and retroactively.

The Freight Forwarder shall at all times be entitled to charge to the customer all and any amounts charged to him by third parties as a result of improperly calculated freights, costs and rates.

Article 7

The Customer shall undertake to supply to the Freight Forwarder, in advance and not later than at the time of confirmation of the order, any useful information including, but not limited to, the nature of the goods, the method of shipment, the place of taking over and delivery, and the required route and procedure, and in particular any information which the Principal may be presumed to have at his disposal as manufacturer, merchant, owner or consignor of the goods, and which may ensure their preservation, shipment, taking over at the place of departure and delivery at the place of destination.

Article 8

The Freight Forwarder shall not be presumed to examine the correctness of the particulars or the information given by the Customer or the authenticity or regularity of the documents furnished by the Customer. Such information shall be accepted in good faith.

Article 9

In the absence of precise instructions to the contrary or special agreements, the Freight Forwarder shall be at liberty in his choice of means to be used to organise and perform the services to the best of his abilities according to normal business practice, including the groupage of goods.

Article 10

The Freight Forwarder shall be entitled to charge any amounts or fees for his expenses and interventions on a fixed basis, i.e. as a lump sum or an inclusive price.

Article 11

In the performance of his duties, the Freight Forwarder may employ third parties, servants and agents who show normal professional qualifications.

Article 12

Unless instructed to the contrary, the Freight Forwarder shall be entitled to keep possession, control or custody of any goods that for some reason could not be delivered, or to take custody of them, and to store the goods at the Principal's cost and risk or at the expense and risk of the goods themselves.

In accordance with the provisions of the Act of 5 May 1872, the Freight Forwarder may sell the goods and apply the proceeds in or towards the payment of his claims.

In the case of dangerous, perishable, flammable, explosive goods or goods that may otherwise cause damage to persons, animals or property, subject to prior notification in writing to the Customer and

subject to accountability the Freight Forwarder may destroy, remove or sell the goods on the Customer's behalf and at the Customer's risk.

Article 13

The Freight Forwarder shall be entitled to suspend the performance of his duties if the Customer fails to fulfil or insufficiently fulfils

his obligations in any way.

In the event of force majeure, the Contract shall remain in force. The Freight Forwarder's duties shall, however, be suspended for the

duration of the event constituting force majeure.

In case of specific duties, or activities that are uncommon, particularly time-consuming or that require specific effort, additional fees may be charged at any time. All additional costs caused by force majeure shall also be borne by the Principal.

Article 14

Unless otherwise and previously agreed in writing, the Freight Forwarder shall not be under a duty to guard the goods to be forwarded, nor to have them guarded, nor to have them insured, wherever they are, even out in the open.

Payment

Article 15

The amounts or fees charged shall be payable in cash at the Freight Forwarder's registered office, within eight days from the date of the invoice.

Any loss resulting from exchange rate fluctuations is for the Customer's account. Payments not allocated by the Customer himself to the payment of a specific debt, may be applied at the Freight Forwarder's choice to the payment of any amount owed by the Customer.

Article 16

Any protest against the invoicing or any services and amounts charged must have been received by the Freight Forwarder in writing within 14 days from the date of invoice.

Article 17

The Customer waives any right to rely on any circumstance which might entitle him to suspend payment in whole or in part and waives any right to set-off or counterclaim with regard to all amounts charged to him by the Freight Forwarder.

Article 18

The Freight Forwarder shall not be required to provide security for the payment of freight, duties, levies and taxes or any liabilities whatsoever, should this be required by third parties. Where the Freight Forwarder has provided security, the Customer is under a duty, at the Freight Forwarder's first request in writing, to pay to the Freight Forwarder, by way of security, any amount for which the Freight Forwarder has provided security to third parties.

Article 19

Any debt not paid on its due date shall, without any prior notice, be increased with compensatory interests calculated at the statutory interest rate and increased by liquidated damages equal to 10

% of the debt, so as to cover any economic and administrative loss, without prejudice to the Freight Forwarder's right to prove the existence of more extensive damage.

Customer's Duties and Liability

Article 20

The Customer shall undertake and accept liability for the following:

that his instructions and his description of the goods are complete, correct and accurate;

that the goods to be entrusted by him to the Freight Forwarder shall be made available in time, completely and in a useful way, that they are loaded, stowed, packed and marked in accordance with the nature of the goods, the place of receipt or destination, and for the purposes for which they are entrusted to the Freight Forwarder;

that all documents submitted to the Freight Forwarder by the Customer are complete, correct, valid, authentic and not improperly prepared or used;

that, unless the Freight Forwarder has been informed thereof previously and in writing, the goods entrusted to him are not of a dangerous, perishable, flammable or explosive nature or liable to otherwise cause damage to third parties, persons or property;

that he will examine all documents submitted by the Freight Forwarder upon receipt and that he will verify whether they are in accordance to the instructions given to the Freight Forwarder.

Article 21

The Customer shall be liable to the Freight Forwarder and he shall indemnify him at his first request: against any damage and/or loss resulting from the nature and the packaging of the goods, the incorrectness, inaccuracy or incompleteness of instructions and information, the non-delivery or untimely delivery of the goods to the Freight Forwarder at the agreed time and place of receipt, the

failure to provide, or timely provide, documents and/or instructions, and the fault or negligence in general of the Customer and of the third parties employed by him;

against any damage and/or loss, costs and expenditure which is claimed from the Freight Forwarder by authorities, third parties or servants and agents, for whatever reason, with regard to the goods, any damage, expenditure, costs, duties, claimed directly or indirectly as a result of the service provided on the instructions of the Customer, unless the Customer shows that such claim was directly caused by a fault or negligent act or omission for which only the Freight Forwarder is liable;

against any damage and/or loss, costs and expenditure which is claimed from the Freight Forwarder in cases where, under Community or national laws and regulations, he is under any personal and/or joint and several liability for the payment or settlement of customs duties and/or other taxes.

Article 22

If the claim for which the Freight Forwarder requires compensation or indemnity from the Customer pertains to a customs or other tax claim, and if it is based on instructions with regard to customs received from the Customer or on his behalf, the Customer shall undertake, at the Freight Forwarder's request, to provide a financial guarantee to unconditionally warrant the Customer's liability towards the Freight Forwarder, to the benefit of the Freight Forwarder or to the benefit of a third party designated by the Freight Forwarder.

Freight Forwarder's Duties and Liability

1. Provisions common to Agents and Principals

Article 23

The Freight Forwarder shall not be liable for damage caused by an event constituting force majeure, including, but not limited to, war, riots, strikes, lockouts, boycotts, work congestion, scarcity of cargo or weather conditions.

Article 24

The Freight Forwarder shall not be liable for damage or loss as a result of theft of goods in his possession, custody or control, unless the Customer shows that the theft took place as a result of circumstances which the Freight Forwarder, in view of the Contract with the Customer, should have avoided or which he should have foreseen, provided that the risk of theft is not for the account of the goods under local regulations or business practice.

Article 25

The Freight Forwarder shall not be liable for any indirect loss or damage, including economic loss or damage, consequential loss or damage and immaterial loss or damage.

Article 26

The Freight Forwarder shall not be responsible for the lack of or bad result of any instructions to collect money, unless this is proved to have been caused by gross negligence.

2. Liability of the Freight Forwarder acting as Agent (art. 3.1)

Article 27

The Freight Forwarder shall perform his duties with reasonable care, dedication and perception, and he shall be under a duty of normal professional performance of the instructions given to him.

Article 28

The Freight Forwarder's liability shall be limited to that for fault, negligence or omission in the performance of the instructions given to him.

To the extent that such fault, negligence or omission has caused any direct material damage or financial loss to the Customer or third parties, the Freight Forwarder shall be entitled to limit his liability to € 5 per kilogramme gross weight of the goods lost or damaged, with a maximum of € 25,000 per contract.

Article 29

The Freight Forwarder shall not be liable for the performance of any contract entered into by him for and on behalf of his Customer with third parties, servants or agents, pertaining to storage, transport, customs clearance or the handling of goods, unless it is shown by the Customer that the defective performance thereof was directly caused by the Freight Forwarder's fault.

Article 30

The Freight Forwarder does not guarantee any fixed time or date for delivery, dates of arrival and departure, unless otherwise previously agreed in writing. The indication of a time or date for delivery by the Principal is not binding upon the Freight Forwarder.

3. Liability of the Freight Forwarder acting as Principal (art. 3.2)

Article 31

The Freight Forwarder shall be liable as a carrier in the cases provided for in article 3.2.

His liability shall be determined according to national law and the international conventions applicable to the mode of transport concerned.

Privilege and Lien

Article 32

Any amounts charged by the Freight Forwarder shall be privileged in accordance with Belgian law and with these Conditions.

Article 33

Any claims of the Freight Forwarder as against his Principal shall be privileged under Article 14 of the Act of 5 May 1872, Article 20,7° of the Mortgage Act, and Article 136 of the General Customs and Excise Act with regard to all goods, documents or monies currently or in the future in his possession, custody or control, regardless of the fact whether the claim pertains in whole or in part to the taking in charge or forwarding of other goods than those in his possession, custody or control.

Article 34

The Freight Forwarder shall have the right to retain the goods and he shall be entitled to sell or dispose of the goods and to apply the proceeds to his claim in full; they shall also serve as security, regardless of the fact whether the Principal is the owner of the goods.

Article 35

The Freight Forwarder may make insurance (AREX 21) available to the Principal upon his request in writing, for any business related to international carriage at the Freight Forwarder's risk.

The costs of such insurance shall be borne by the Principal.

Article 36

The Freight Forwarder must be given notice in writing of any claim for damages as against him, with reasoned grounds, within 14 days

from either the delivery of the goods or the sending of the goods.

Any potential liability of the Freight Forwarder shall be extinguished automatically and definitively when the Customer has retaken delivery of the documents pertaining to a specific operation within the framework of services after the performance thereof without having formulated a reasoned reservation not later than on the 10th day after the sending of these documents by the Freight Forwarder.

Article 37

Any liability action against the Freight Forwarder shall be time-barred as a result of prescription if it is not brought in the Court having jurisdiction within a period of six months.

Prescription shall run from the day following the day on which the goods were delivered or should have been delivered, or, in the absence of delivery, from the day following the day the event giving rise to the action took place.

Jurisdiction and Administration of Justice

Article 38

Exclusive jurisdiction is deferred to the Courts of the Freight Forwarder's registered office, which is presumed to be the place of formation and performance of the Contract, without prejudice to the Freight Forwarder's right to bring the action before another Court.

Article 39

Legal and arbitration proceedings against third parties shall not be conducted by the Freight Forwarder unless he agrees to do so at the Principal's request and for and on the Principal's behalf.

Article 40

All legal relations governed by these Conditions shall exclusively be governed by the laws of Belgium.

4. CTC GENERAL TERMS & CONDITIONS FOR TANK CLEANING

ARTICLE 1: APPLICABLE PROVISIONS

§ 1 Unless explicitly agreed otherwise in writing in advance, and insofar as they are not in violation of compulsory law and public order, these “CTC General Terms & Conditions for Tank Cleaning” will apply to all offers, order confirmations and all agreed performances of any kind of the Cleaning Company, which are related to the cleaning of a receiver and/or its accessories or the heating of a load, and to any additional work.

§ 2 Any possible non-applicability or invalidity of one or more provisions of these terms and conditions will not affect the applicability and validity of the other provisions. The Cleaning Company and the Client will immediately make every necessary effort to replace the concerned provision by a valid one that comes close to the original intention of the parties.

§ 3 In the event that the Cleaning Company for any reason cannot appeal to the contents of the “CTC General Terms & Conditions for Tank Cleaning”, this may not by any manner or means be interpreted as a disclaimer of its right to appeal to these “CTC General Terms & Conditions for Tank Cleaning” for other performances.

§ 4 The applicability of the Client’s general terms and conditions is hereby expressly precluded.

§ 5 All transports performed within the framework of the Cleaning Agreement are subject to the provisions of international treaties and compulsory law applicable to the concerned transport (CMR complemented by the General Terms and Conditions for Road Transport, as stated at the back of the CMR waybill insofar as Belgian waybill forms are involved and insofar as they are not violating relevant compulsory legislation, CIM, ...). The applicable version of the General Terms and Conditions for Road Transport in the event concerned is the version on the date of implementation of the Cleaning Agreement.

§ 6 All performances of Logistic Services performed within the framework of the Cleaning Agreement are subject to the “General Logistic Terms and Conditions” insofar as not otherwise stipulated in these “CTC General Terms & Conditions for Tank Cleaning”.

The applicable version of these “General Logistic Terms and Conditions” in the event concerned is the version on the date of implementation of the Cleaning Agreement.

§ 7 Payment terms are governed by the individual payment and invoice terms of the Cleaning Company.

ARTICLE 2: DEFINITIONS

§1 “CTC”: Committee Tank Cleaning, the Belgian Federation of Tank Cleaners, a non-profit society with full legal entitlement, statutory residing at 1020 Brussels at Stapelhuisstraat 5 A.

§2 “Cleaning Company”: a company affiliated with CTC, which has pledged itself towards its Client to clean a receiver and/or its accessories or to heat a load.

§ 3 “Cleaning Agreement”: the agreement between the Cleaning Company and the Client regarding the cleaning of a receiver and/or its accessories or to heat a load.

§4 “vessel”: any tank container, tanker truck, intermediate bulk container (IBC), rail tank wagon, silo tank, removable tank, fixed tank (non-removable tanker carriage) offered for cleaning by the Client.

§ 5 “Client”: the contractual counterparty of the Cleaning Company.

§ 6 “cleaning”: to “wash or otherwise prepare” a receiver and/or its accessories according to the instructions and order given by the Client.

§7 “ clean” : EFTCO definition of clean; a receiver and/or accessories is regarded as clean when no visible traces or scent of the last load or cleansing agent is present anymore at inspection, on the understanding that such inspection for a receiver is done from the manholes.

§8 “ Heating ” : keeping or bringing a load up to a temperature specified by the Client through connecting steam, hot water or electricity on the heating facilities attached to the vessel.

§ 9 “accessories”: the materials other than a vessel (such as, but not limited to couplings, detachable pipes, hoses, fittings, ...) whether or not detached from the vessel, as presented for cleaning by the Client.

§10 “ General Terms and Conditions for Road Transport ”: the General Terms and Conditions for Road Transport drawn up by FEBETRA (Royal Federation of Belgian Transporters and Logistic Service Providers) as stated at the back of the CMR waybill insofar as Belgian waybill forms are concerned. The version of the "General Terms and Conditions for Road Transport" that is applicable in the actual situation is the version that applies at the moment of the implementation of the Cleaning Agreement (see website <http://www.febetra.be> for the latest version).

§11 “ Logistic Services ” : all agreed performances of any kind that are related to the handling and distribution of goods (other than the Cleaning Agreement) such as, among others, but not limited to receipt, stock up, storage, discharge, stock control, order handling, preparing for delivery, invoicing, ... with regard to the goods and the connected information exchange and its management.

§ 12 « General Logistic Terms and Conditions » : The “ General Logistic Terms and Conditions ” as drawn up by BELOTRA, FEBETRA’s logistic cell and the Royal Association of Managers of Movements of Goods, deposited at the Registry of the Chamber of Commerce and Industry in Antwerp and Waasland. The version of the "General Logistic Terms and Conditions" that is applicable in the actual situation, is the version that applies at the moment of the implementation of the Cleaning Agreement (see website <http://www.febetra.be> for the latest version).

ARTICLE 3: SPECIFICATIONS AND OFFERS

All specifications and offers by the Cleaning Company are noncommittal, unless otherwise agreed.

ARTICLE 4: OBLIGATIONS AND LIABILITY OF THE CLEANING COMPANY

§ 1 The Cleaning Company will execute the Cleaning Agreement according to the Client’s instructions and order, and on the Client’s responsibility.

The Cleaning Company will not be liable for direct or indirect damage or any consequential costs resulting from incorrect or incomplete or inaccurate data provided by the Client.

§ 2 The order for cleaning a vessel does not by any means automatically include an order to clean its accessories. If the Client gives an order to clean accessories, then he must expressly specify which accessories must be cleaned.

§ 3 The Cleaning Company will ensure that the vessel and/or its accessories and/or load will be handled with the care of a prudent man whilst observing the precautions specified by the Client. The Cleaning Company will see to the proper workings of the equipment used for the implementation of its Cleaning Agreement.

§ 4 The Cleaning Company will underwrite an obligation of means, not an obligation to produce a certain result.

§ 5 The Cleaning Company will not be liable for any damage to or loss of the vessels and the load, unless the damage was caused by the Cleaning Company intentionally.

§ 6 If the Cleaning Agreement is not executed according to the order, due to the Cleaning Company's concretely proven culpability, then the Cleaning Company's liability is in all respects limited to re-executing the agreed operation. Any further damages will not be due.

§ 7 If damage was caused to the load during its heating, due to the Cleaning Company's concretely proven culpability, then the Cleaning Company's liability will be limited to the amounts stated hereinafter, provided that under no circumstance more will be paid than the actual damage: 8.33 special drawing rights (S.T.R.) per kilogramme of lost or damaged goods.

ARTICLE 5: OBLIGATIONS AND LIABILITY OF THE CLIENT

§1 When offering a vessel and/or accessories and/or a load for the execution of the Cleaning Agreement, the client is obligated to provide all useful and necessary details in writing, of which he knows or should know, that may be important for the execution of the Cleaning Agreement and that are necessary to ensure that the cleaning order can be carried out under circumstances that are safe and harmless for the personnel, the installation and the equipment of the Cleaning Company and of any Third Parties, and that the cleaning order can take place under normal and customary working methods.

§2 By way of example, but not exhaustively, when offering the vessel and/or the accessories and/or the load, the Client must among other things state:

- a) What was the load last transported (with accurate description of the load and the nature of the load, technical specifications, any possible danger class, ...)
- b) For chemical goods, the Client must provide to the Cleaning Company a properly completed MSDS product safety information sheet
- c) Whether there is still any residue in the vessel and/or its accessories and if so, which quantity (at which the quantity of residue and, if applicable, its destination is established in consultation with the Cleaning Company and at the expense of the Client, unless otherwise agreed)
- d) If the residue or load last transported concerns hazardous goods, then the Client must provide to the Cleaning Company all documents and instructions as stated in the relevant conventions and instructions, such as ADR, ADN, IMDG, ...
- e) The client's specific cleaning and heating requirements required from the Cleaning Company (such as among other things method, procedure to be used, products to be used, forbidden products, heating medium, maximum working pressure, maximum power, maximum heating temperature, ...)
- f) Accurate description of the exact vessels and/or accessories to be cleaned, and (if applicable) which specific accessory must be cleaned
- g) Accurate description of the load to be heated
- h) The specific hazards and safety and precautionary measures to be taken, which must be observed in view of the nature or the defects of the receivers and/or accessories and/or load to be cleaned and/or heated (among other things, but not exclusively: technical specification of the vessel, of the load to be treated, (e.g. Unloaded under nitrogen, tank under pressure, danger class, ...)
- i) Response to any additional queries of the Cleaning Company.

§ 3 In the case of an order for heating, the Client is also obligated:

- a) to ensure good-working accessories, including among other things, but not exclusively: good-working temperature gauges, heating systems, bottom valves, etc.
- b) the positioning of the temperature gauge should be so that the temperature of the liquid can be measured regardless of the liquid level.

- c) § 4 At the Cleaning Company's request, the Client is obligated to complete and sign a questionnaire, on which all details will be stated that relate to the cleaning and the heating, and also any specific additional details.

Obtaining the Client's instructions and completing a form or questionnaire by the Client does not entail any liability for the Cleaning Company.

Completing this questionnaire or this form does not by any manner or means relieve the Client from the other obligations pursuant to current article 5 of the "CTC Tank Cleaning General Terms & Conditions", which remain in full force.

§ 5 The Cleaning Company is entitled to rely on the details and statements provided by the Client without being held to examine their accuracy, correctness and completeness.

§ 6 The Client will be responsible for any costs and damages that the Cleaning Company would sustain as a result of the inaccuracy or the defectiveness of the aforementioned information or documents.

The Client is also responsible for any damages (direct or indirect) to the environment, damages or personal injury that the Cleaning Company, its personnel or any third parties would suffer as a result of insufficient information regarding the nature of the goods.

§ 7 When using the Cleaning Company premises, The Client is liable to pay for any damages caused, by its representatives, the vehicle, the vessel, the accessories and the load.

§ 8 The Client is obligated to comply with the instructions given to him within the framework of the safety of his materials, receivers and/or accessories and/or load, as well as the Cleaning Company's materials, installations and premises and personnel.

§ 9 The Client is liable towards the Cleaning Company and also towards third parties for any damages and costs resulting from the fact that the instructions given by the Cleaning Company were carried out incorrectly and/or incompletely by the Client.

§ 10 The Client is also obligated to integrally indemnify the Cleaning Company, as regards principal amount, interests and costs, against claims from third parties for damages to the environment or to third parties, directly or indirectly caused by the vessel and/or its accessories and/or the load, or by an act or a neglect by the Client, his subordinates and any other persons whose services are used by the Client, and any persons from the Client's side whom the Cleaning Company had to allow on its premises or its installations.

§ 11 In addition to the agreed price for the Cleaning Agreement, the Client must also pay the expenses made by the Cleaning Company with regard to any possible additional work as well as the costs within the set term of payment.

§ 12 The Client is committed to observe confidentiality towards third parties with regard to the facts and details known to him based on the Cleaning Agreement.

§ 13 The Client is obliged to accept any adjustment of rates with regard to expenses and/or bearing costs (including any possible new taxes) that are unknown at the moment of signing the Cleaning Agreement, and that the Client would also have had to bear if the Client would execute the activities mentioned in this agreement at his own expense.

§ 14 Unless expressly otherwise agreed in writing, the Client will take out an insurance policy for the receiver, the accessories and the load against, among other things, fire, lightning, damages, explosion, aircraft crash, storm damage, water damage, flooding and burglary, including disclaim of redress from the insurers against the Cleaning Company and from any other third parties.

ARTICLE 6: ACCEPTANCE

After executing the cleaning agreement, the cleaning document will be signed by the Client or his employee or agent, as correct and for conformal cleaning.

When there are no reasoned comments with regard to the cleaned vessel and/or accessories before leaving the Cleaning Company's premises, it will be assumed that the Client has accepted the vessel and the accessories as well-cleaned and in good state.

When there are no reasoned comments with regard to the heated load before leaving the Cleaning Company's premises, it will be assumed that the heating order has been executed properly and the Client will be assumed to have accepted the load in good state.

ARTICLE 7: FORCE MAJEURE

In the case of force majeure, the Cleaning Company has the right to suspend the execution of the Cleaning Agreement and to annul the agreement without judicial intervention, without being compelled to pay any damages.

ARTICLE 8: SURETIES AND LIEN

§ 1 The Cleaning Company will have a lien on the vessels, the accessories and the load it is holding in relation to the Cleaning Agreement, towards any party demanding surrender thereof.

§ 2 The Cleaning Company may only execute the lien to the extent of what is due to it or will be within the framework of the Cleaning Agreement. It may also execute this lien for what the Client is still due to it with respect to earlier cleaning orders.

§ 3 If a dispute arises at the payment with regard to the amount due or if a calculation is necessary for the determination thereof, which cannot be performed rapidly, then the Client who demands delivery will be compelled to immediately pay that part, about which the parties agree on its payability, and to provide surety for the payment of the part disputed by him, or of the part of which the amount has not yet been determined.

§ 4 All goods, receivers, accessories, loads, monies and documents held by the Cleaning Company pursuant to the Cleaning Agreement, will serve as collateral to him for all claims he may have against the Client.

§ 5 If the Client fails to pay the amounts due by him to the Cleaning Company and for which the Cleaning Company has a lien or right of distraint pursuant to the previous paragraphs, then according to the law of 05.05.1872 the Cleaning Company will have the right – after obtained approval by a court of law – to sell

the goods it holds at the Client's expense and to compensate itself from the proceeds for all amounts due with regard to the goods.

§ 6 At its own discretion, the Cleaning Company may by request, replace the collateral by a surety of equal value.

ARTICLE 9 : APPLICABLE LAW AND JURISDICTION

§ 1 All agreements to which the "CTC General Terms & Conditions for Tank Cleaning" apply, will be subject to Belgian law.

§ 2 Any dispute regarding validity, interpretation or implementation of an agreement to which the "CTC General Terms & Conditions for Tank Cleaning" apply, will belong to the jurisdiction of the courts of law that have territorial jurisdiction for the Cleaning Company's registered office.

ARTICLE 10 : PRIORITY CLAUSE

The official version of these CTC General Terms & Conditions for Tank Cleaning has been drawn up in the Dutch language. In the case of any dispute regarding the interpretation of these CTC General Terms & Conditions for Tank Cleaning, the Dutch text will have priority over any possible versions in other languages or translations.

Around the world,
down to earth.