

OVERVIEW GENERAL CONDITIONS

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Committed to creating
value through our
partnership in logistics.

1. GENERAL CONDITIONS VAN MOER TRANSPORT NV

Art. 1: These general conditions of unimodal as well as multimodal transport are applicable for each transaction with Van Moer Transport (VMT), including the services related to this transport and these conditions shall apply for all claims against agents, sub-contractors, representatives or other independent persons engaged by VMT for use of services in order to execute an assignment that VMT accepted. No variation of these conditions shall be binding unless agreed in writing and limited to the applicable agreements. The following conditions of contract will prevail upon the conditions of contract of other contracting parties.

Art. 2: All tenders of VMT are non-committal and are not binding. The agreement between parties will be final after written acceptance of the tender without any remarks by the principal and after acceptance of the assignment in written by VMT. The tender will be valid during the month in which it has been drawn, as well as during the two following months. The written and unconditional acceptance by the principal as mentioned in the previous paragraph, needs to be received by VMT within the period of validity of the tender. Acceptance received after this period will not be binding for VMT.

Art. 3: Each transport will be fully and solely governed by the conditions of the CMR-Treaty even if various means of transport are used, and in case of unloading the goods from the vehicle, this Treaty shall nevertheless apply to the whole carriage, unless explicitly stated otherwise in these general conditions or unless explicitly agreed in writing between parties, or when enforced by law.

Art. 4: VMT agrees to transport the goods from the agreed place of receipt to the agreed place of delivery of the goods with the most suitable means of transport according to VMT. The principal confirms to be the owner of the goods or that he is entitled to have the goods at his disposal. In the latter case, the principal confirms acceptance of the contractual documents in his own capacity, as well as in the capacity of his principal and in the capacity of the owner of the goods. VMT acts on its own behalf but upon instructions from and for the account of the principal.

Art. 5: If requested in writing by the principal, VMT can offer a cargo insurance. This insurance should be requested by the principal no later than when the latter assigns VMT to transport, provided that the premium is paid. If the principal enters into a contract of cargo insurance without intervention of VMT, the latter needs to be admitted as co-assured, as well as the associated firms, the managers, their representatives, appointed employees or executive agents.

Art. 6: The amounts invoiced by VMT are payable within 30 days after the invoicing date. In order to be valid, every protested invoice must be received by the carrier within 14 days after the invoicing date. Every debt that has not been paid on the due date, will be increased without prior formal notice, with an interest equal to the actual legal interest as determined in the Law of 2 August 2002 regarding the Control of the late Payments in Commercial Transactions and will be increased with a standard compensation of 10 % of the debt so as to cover any economic and administrative loss, regardless the right of VMT to prove the existence of a more extensive damage. In the case of legal collection, the claim will additionally be increased with the lawyer fees. In case of non payment of one invoice on the due date, all invoices, including the ones which were not due yet, will become legally claimable as with immediate effect. The principal grants a possessory lien to VMT on all goods to be transported by VMT whereby the principal acknowledges to have the right to dispose of these goods, in order to guarantee the payment of all sums due by the principal to VMT, even if these sums are not related to the given transport assignment. The principal may never compensate the invoices of VMT with claims against VMT, even if these are related to the contract, or even if these claims would be certain, undisputed and claimable.

Art. 7: Unless otherwise agreed in writing, no transport assignment is accepted with regard to cash on delivery, assumed value of goods and special interest at delivery.

Art. 8: The principal agrees to provide VMT with all necessary or useful information as to transport of the goods and the execution of the agreement, Prior to or simultaneously with his acceptance of the offer. The principal is fully responsible for the unimpeded access of VMT to the place of receipt and/or delivery, regardless whether the principal is sender or consignee. The principal puts the goods at the disposal of VMT on the agreed place of loading and at the priorly agreed point in time. He bears the full responsibility to provide the goods with proper packing, lifting, lashing and securing gear, which are adequately solid, durable and practical for the transport.

Art. 9: Unless agreed otherwise in writing, the loading of the goods will be executed by the sender and the discharging will be executed by the consignee.

Art. 10: The liability, as regard to its nature as well as its extent, of VMT for the whole transport is strictly limited to the contractual or compulsory stipulations of the CMR-Treaty, even if a part of the multimodal transport was executed by other means than by road. Provided that to the extent it is proved that any loss, damage or delay in delivery of the goods which occurs during the carriage by the other means of transport was not caused by act or omission of the carrier by road, but by some event which could only occur in the course of and by reason of the carriage by that other means of transport, the liability of VMT shall be determined not by the CMR-Convention but in the manner in which the liability of the carrier by the other means of transport would have been determined if a contract for the carriage of the goods alone had been made by the sender with the carrier by the other means of transport in accordance with the conditions prescribed by law for the carriage of goods by that means of transport. In each case the liability of VMT will be limited to what actually will be reimbursed under VMT's transport insurance.

Art. 11: The notice of damage to VMT has to be sent without delay. In case of visible damage the notice of damage has to be sent not later than the time of delivery and within seven days of delivery in the case of loss or damage which is not apparent. No compensation shall be payable for delay in delivery unless a reservation has been sent in writing to the carrier, within twenty-one days from the time of receipt of the goods.

Art. 12: Any claim against VMT expires after one year. In case of proven willful misconduct or if such default is considered as equivalent to willful misconduct, the period of limitation shall be three years. The period of limitation shall begin to run:

- In case of partial loss, damage or delay in delivery, from the date of delivery;
- In case of total loss from the 30th day after the expiry of the agreed time-limit, or, in case there is no such agreed time-limit, from the 60th day after receipt of the goods by the carrier;
- In all other cases, on the expiry of a period of three months after the making of the contract of carriage.

Art. 13: Specified prices are always 'naked' prices, this means prices only based on distance. Possible surcharges (such as eg for scans, physical checks, ADR transports) have to be added. The rates for these supplements are available on request.

Art. 14: The diesel surcharge will be deducted separately and will be added to the 'naked' price. This surcharge can be adjusted on a monthly basis.

Art.15: Transport assignments must be given in writing. Telephone assignments are only considered definitive after written confirmation by the sender and with explicit acceptance by VMT.

Art. 16: The assignments must be as complete as possible. In one standard document, the following data must be included: type of container and number - if already known at booking - pin code, customs status, seal number, quay, terminal or depot, description of the nature of the goods, weight, number of packages, date on which container must be returned free of costs and any additional instructions. They must be in possession of VMT in advance, in order to be able to carry out the assignment as requested.

Art. 17: In case of cancellation of an order:

- after 2:00 pm the previous day: the client owes 75% of the fare to VMT
- on the day of the ride itself: the client owes 100% of the fare to VMT

Art. 18: Waiting hours: maximum free hours:

Containers:

Loading and unloading containers: 1 free hour based on the data from our on-board computers
Loading/Unloading: 2 free hours (unless otherwise stated on rate or explicitly agreed) Multistop: 1 free hour

Conventional: Loading/Unloading: 1 hour for partial loads - 2 hours for full loads (unless expressly agreed) multistop: 1 free hour

When exceeding the terms stated under art. 18, the sender is indebted a standstill fee for waiting hours. This fee is calculated per 15-minute drive and will charge €13 per quarter started.

Art. 19: Loading and/or unloading hours: always agreed with reservation, deviation from this can never give lead to any form of compensation. In case of late arrival, the actual hour of arrival is the starting time for the calculation of the waiting times. We are not responsible for delays due to circumstances beyond our control, such as: waiting times at quay, traffic jams/accidents on the road, application of driving and rest times, etc.

Art. 20: Administrative costs/telephone interventions caused by the non-attendance of the late-follow, unknown or incorrect reference, non-exempt container, etc. can be charged.

Art. 21: In case of picking up a container or tank container with dangerous goods at a terminal or depot, the carrier must obtain all information from art. 16 from the sender in advance, so that the description on the CMR, labels, safety signs, etc. are in conformity with the ADR Convention.

In case of depositing a container or tank container with dangerous goods at a terminal or depot, the sender or the shipper appointed by him must ensure that the description on the CMR, labels, safety signs, etc. are in conformity with the ADR Convention.

The unloader of the goods is responsible for removing the applied labels/safety signs from the container or tank container.

For ADR transport, a surplus of 10% is also charged on the price of the 'naked' ride.

Art. 22: Condition containers: containers are checked by us as far as possible. However, we take no responsibility regarding the condition of the container. The signing of the interchange applies only as a pure receipt of this container. If the shipper refuses to load the container and obliges us to return empty-handed, the fare also remains indebted.

Art. 23: Driving and rest times: legally imposed driving and rest times must be respected. This may give lead to deviation from the agreed loading and/or unloading times.

Art. 24: The client is fully responsible to both weight and content of containers. Import and export containers are assumed to be loaded in accordance with the legislation of the countries to be traversed. In addition, the Flemish Aslasting Decree must be taken into account. The parties expressly agree that penalties for transshipment are fully reimbursed by the client.

Art. 25: The carriage charge is adjustable on the basis of:

- the index numbers of the cost price of the freight transport as drawn up by the non-profit association ITLB (Institute Road Transport and Logistics Belgium) and published on a monthly basis in the Belgian Official Gazette; and
- the evolution of the official maximum prices of diesel 10ppm as published by the Federal Public Service Economy or the evolution of the prices of alternative energy sources.

Art. 26: The contract of carriage is solely governed by Belgian law. All legal disputes shall be settled by the Tribunal of Antwerp.

2. GENERAL CONDITIONS VAN MOER DISTRIBUTION NV

Art. 1: These general conditions of unimodal as well as multimodal transport are applicable for each transaction with Van Moer Distribution (VMD), including the services related to this transport and these conditions shall apply for all claims against agents, sub-contractors, representatives or other independent persons engaged by VMD for use of services in order to execute an assignment that VMD accepted. No variation of these conditions shall be binding unless agreed in writing and limited to the applicable agreements. The following conditions of contract will prevail upon the conditions of contract of other contracting parties.

Art. 2: All tenders of VMD are non-committal and are not binding. The agreement between parties will be final after written acceptance of the tender without any remarks by the principal and after acceptance of the assignment in written by VMD. The tender will be valid during the month in which it has been drawn, as well as during the two following months. The written and unconditional acceptance by the principal as mentioned in the previous paragraph, needs to be received by VMD within the period of validity of the tender. Acceptance received after this period will not be binding for VMD.

Art. 3: Each transport will be fully and solely governed by the conditions of the CMR-Treaty even if various means of transport are used, and in case of unloading the goods from the vehicle, this Treaty shall nevertheless apply to the whole carriage, unless explicitly stated otherwise in these general conditions or unless explicitly agreed in writing between parties, or when enforced by law.

Art. 4: VMD agrees to transport the goods from the agreed place of receipt to the agreed place of delivery of the goods with the most suitable means of transport according to VMD. The principal confirms to be the owner of the goods or that he is entitled to have the goods at his disposal. In the latter case, the principal confirms acceptance of the contractual documents in his own capacity, as well as in the capacity of his principal and in the capacity of the owner of the goods. VMD acts on its own behalf but upon instructions from and for the account of the principal.

Art. 5: If requested in writing by the principal, VMD can offer a cargo insurance. This insurance should be requested by the principal no later than when the latter assigns VMD to transport, provided that the premium is paid. If the principal enters into a contract of cargo insurance without intervention of VMD, the latter needs to be admitted as co-assured, as well as the associated firms, the managers, their representatives, appointed employees or executive agents.

Art. 6: The amounts invoiced by VMD are payable within 30 days after the invoicing date. In order to be valid, every protested invoice must be received by the carrier within 14 days after the invoicing date. Every debt that has not been paid on the due date, will be increased without prior formal notice, with an interest equal to the actual legal interest as determined in the Law of 2 August 2002 regarding the Control of the late Payments in Commercial Transactions and will be increased with a standard compensation of 10 % of the debt so as to cover any economic and administrative loss, regardless the right of VMD to prove the existence of a more extensive damage. In the case of legal collection, the claim will additionally be increased with the lawyer fees. In case of non payment of one invoice on the due date, all invoices, including the ones which were not due yet, will become legally claimable as with immediate effect. The principal grants a possessory lien to VMD on all goods to be transported by VMD whereby the principal acknowledges to have the right to dispose of these goods, in order to guarantee the payment of all sums due by the principal to VMD, even if these sums are not related to the given transport assignment. The principal may never compensate the invoices of VMD with claims against VMD, even if these are related to the contract, or even if these claims would be certain, undisputed and claimable.

Art. 7: Unless otherwise agreed in writing, no transport assignment is accepted with regard to cash on delivery, assumed value of goods and special interest at delivery.

Art. 8: The principal agrees to provide VMD with all necessary or useful information as to transport of the goods and the execution of the agreement, Prior to or simultaneously with his acceptance of the offer. The principal is fully responsible for the unimpeded access of VMD to the place of receipt and/or delivery, regardless whether the principal is sender or consignee. The principal puts the goods at the disposal of VMD on the agreed place of loading and at the priorly agreed point in time. He bears the full responsibility to provide the goods with proper packing, lifting, lashing and securing gear, which are adequately solid, durable and practical for the transport.

Art. 9: Unless agreed otherwise in writing, the loading of the goods will be executed by the sender and the discharging will be executed by the consignee.

Art. 10: The liability, as regard to its nature as well as its extent, of VMD for the whole transport is strictly limited to the contractual or compulsory stipulations of the CMR-Treaty, even if a part of the multimodal transport was executed by other means than by road. Provided that to the extent it is proved that any loss, damage or delay in delivery of the goods which occurs during the carriage by the other means of transport was not caused by act or omission of the carrier by road, but by some event which could only occur in the course of and by reason of the carriage by that other means of transport, the liability of VMD shall be determined not by the CMR-Convention but in the manner in which the liability of the carrier by the other means of transport would have been determined if a contract for the carriage of the goods alone had been made by the sender with the carrier by the other means of transport in accordance with the conditions prescribed by law for the carriage of goods by that means of transport. In each case the liability of VMD will be limited to what actually will be reimbursed under VMD's transport insurance.

Art. 11: The notice of damage to VMD has to be sent without delay. In case of visible damage the notice of damage has to be sent not later than the time of delivery and within seven days of delivery in the case of loss or damage which is not apparent. No compensation shall be payable for delay in delivery unless a reservation has been sent in writing to the carrier, within twenty-one days from the time of receipt of the goods.

Art. 12: Any claim against VMD expires after one year. In case of proven willful misconduct or if such default is considered as equivalent to willful misconduct, the period of limitation shall be three years. The period of limitation shall begin to run:

- In case of partial loss, damage or delay in delivery, from the date of delivery;
- In case of total loss from the 30th day after the expiry of the agreed time-limit, or, in case there is no such agreed time-limit, from the 60th day after receipt of the goods by the carrier;
- In all other cases, on the expiry of a period of three months after the making of the contract of carriage.

Art. 13: The contract of carriage is solely governed by Belgian law. All legal disputes shall be settled by the Tribunal of Antwerp.

3. GENERAL CONDITIONS VAN MOER EXCEPTIONAL NV

Art. 1: These general conditions of unimodal as well as multimodal transport are applicable for each transaction with Van Moer Exceptional (VME), including the services related to this transport and these conditions shall apply for all claims against agents, sub-contractors, representatives or other independent persons engaged by VME for use of services in order to execute an assignment that VME accepted. No variation of these conditions shall be binding unless agreed in writing and limited to the applicable agreements. The following conditions of contract will prevail upon the conditions of contract of other contracting parties.

Art. 2: All tenders of VME are non-committal and are not binding. The agreement between parties will be final after written acceptance of the tender without any remarks by the principal and after acceptance of the assignment in written by VME. The tender will be valid during the month in which it has been drawn, as well as during the two following months. The written and unconditional acceptance by the principal as mentioned in the previous paragraph, needs to be received by VME within the period of validity of the tender. Acceptance received after this period will not be binding for VME.

Art. 3: Each transport will be fully and solely governed by the conditions of the CMR-Treaty even if various means of transport are used, and in case of unloading the goods from the vehicle, this Treaty shall nevertheless apply to the whole carriage, unless explicitly stated otherwise in these general conditions or unless explicitly agreed in writing between parties, or when enforced by law.

Art. 4: VME agrees to transport the goods from the agreed place of receipt to the agreed place of delivery of the goods with the most suitable means of transport according to VME. The principal confirms to be the owner of the goods or that he is entitled to have the goods at his disposal. In the latter case, the principal confirms acceptance of the contractual documents in his own capacity, as well as in the capacity of his principal and in the capacity of the owner of the goods. VME acts on its own behalf but upon instructions from and for the account of the principal.

Art. 5: If requested in writing by the principal, VME can offer a cargo insurance. This insurance should be requested by the principal no later than when the latter assigns VME to transport, provided that the premium is paid. If the principal enters into a contract of cargo insurance without intervention of VME, the latter needs to be admitted as co-assured, as well as the associated firms, the managers, their representatives, appointed employees or executive agents.

Art. 6: The amounts invoiced by VME are payable within 30 days after the invoicing date. In order to be valid, every protested invoice must be received by the carrier within 14 days after the invoicing date. Every debt that has not been paid on the due date, will be increased without prior formal notice, with an interest equal to the actual legal interest as determined in the Law of 2 August 2002 regarding the Control of the late Payments in Commercial Transactions and will be increased with a standard compensation of 10 % of the debt so as to cover any economic and administrative loss, regardless the right of VME to prove the existence of a more extensive damage. In the case of legal collection, the claim will additionally be increased with the lawyer fees. In case of non payment of one invoice on the due date, all invoices, including the ones which were not due yet, will become legally claimable as with immediate effect. The principal grants a possessory lien to VME on all goods to be transported by VME whereby the principal acknowledges to have the right to dispose of these goods, in order to guarantee the payment of all sums due by the principal to VME, even if these sums are not related to the given transport assignment. The principal may never compensate the invoices of VME with claims against VME, even if these are related to the contract, or even if these claims would be certain, undisputed and claimable.

Art. 7: Unless otherwise agreed in writing, no transport assignment is accepted with regard to cash on delivery, assumed value of goods and special interest at delivery.

Art. 8: The principal agrees to provide VME with all necessary or useful information as to transport of the goods and the execution of the agreement, Prior to or simultaneously with his acceptance of the offer. The principal is fully responsible for the unimpeded access of VME to the place of receipt and/or delivery, regardless whether the principal is sender or consignee. The principal puts the goods at the disposal of VME on the agreed place of loading and at the priorly agreed point in time. He bears the full responsibility to provide the goods with proper packing, lifting, lashing and securing gear, which are adequately solid, durable and practical for the transport.

Art. 9: Unless agreed otherwise in writing, the loading of the goods will be executed by the sender and the discharging will be executed by the consignee.

Art. 10: The liability, as regard to its nature as well as its extent, of VME for the whole transport is strictly limited to the contractual or compulsory stipulations of the CMR-Treaty, even if a part of the multimodal transport was executed by other means than by road. Provided that to the extent it is proved that any loss, damage or delay in delivery of the goods which occurs during the carriage by the other means of transport was not caused by act or omission of the carrier by road, but by some event which could only occur in the course of and by reason of the carriage by that other means of transport, the liability of VME shall be determined not by the CMR-Convention but in the manner in which the liability of the carrier by the other means of transport would have been determined if a contract for the carriage of the goods alone had been made by the sender with the carrier by the other means of transport in accordance with the conditions prescribed by law for the carriage of goods by that means of transport. In each case the liability of VME will be limited to what actually will be reimbursed under VME's transport insurance.

The liability for lifted goods is limited to 8,33 STR/kg gross with a limit of 200.000EUR. In case all risk cover needs to be arranged, this will be requested explicitly and in writing, together with the value to be insured. The minimal cost for this cover (premium + admin fee) amounts to 100EUR. Immaterial damage is always excluded.

Art. 11: The notice of damage to VME has to be sent without delay. In case of visible damage the notice of damage has to be sent not later than the time of delivery and within seven days of delivery in the case of loss or damage which is not apparent. No compensation shall be payable for delay in delivery unless a reservation has been sent in writing to the carrier, within twenty-one days from the time of receipt of the goods.

Art. 12: Any claim against VME expires after one year. In case of proven willful misconduct or if such default is considered as equivalent to willful misconduct, the period of limitation shall be three years. The period of limitation shall begin to run:

- In case of partial loss, damage or delay in delivery, from the date of delivery;
- In case of total loss from the 30th day after the expiry of the agreed time-limit, or, in case there is no such agreed time-limit, from the 60th day after receipt of the goods by the carrier;
- In all other cases, on the expiry of a period of three months after the making of the contract of carriage.

Art. 13: The contract of carriage is solely governed by Belgian law. All legal disputes shall be settled by the Tribunal of Antwerp.

4. GENERAL CONDITIONS

VAN MOER CLEANING & REPAIR NV

Art. 1 The following General Conditions shall be applicable to all agreements between the principal and VAN MOER CLEANING & REPAIR for any order for tank cleaning and/or repair and/or heating and/or temporary storage of containers.

These General Conditions are supplementary to the CTC-General Tank Cleaning Conditions (**see appendix 3**), which are applicable between parties and these General Conditions have priority over the CTC-General Tank Cleaning Conditions.

Any deviation from these General Conditions will have to be agreed upon in writing for every specific separate order.

Art. 2 Unless in case of unintentional mistake by VAN MOER CLEANING & REPAIR or of his appointees, VAN MOER CLEANING & REPAIR is not responsible for damage and/or loss (whether of treated goods, treated transport materials and/or other goods of any kind, belonging to the principal or used by him or entrusted to him), whatever the cause or the loss may be. The proof of the intentional mistake will have to be delivered by the party that suffers the damage. This is also the case for any accepted storage or stay of full or empty containers at the installations or premises of VAN MOER CLEANING & REPAIR.

Art. 3 If by a mistake of the tank cleaning company the cleaning, heating, keeping temperature, has not been executed according to the order and proof thereof has been delivered by the principal, then the responsibility of the tank cleaning company is limited to the repeated execution of the agreed handling only. Any further compensation is not due.

Art. 4 The carrier has to compensate the tank cleaning company for any damage which occurs during the stay on her premises and which has been caused by the vehicle or its content.

Art. 5 The amounts invoiced by the tank cleaning company are payable within 30 days at the registered office of VAN MOER CLEANING & REPAIR. Any delay in payment will give rise ipso jure and without any further reminder to the payment of interest for delay, equal to 1,5% per month as from the invoice date;- furthermore the unpaid amounts will give rise ipso jure and without any further reminder to the payment of contractual damages, equal to 15% on the first part of 2.500 € (with a minimum of 125 €), 10% on the part between 2.500 and 12.500 € and 5% on the part above 12.500 €.

The tank cleaning company can withhold goods, monies and documents for the account and for the risk of the principal and/or the owner until all claimable amounts and claims of the tank cleaning company have been paid in full.

Art. 6 All legal disputes shall be governed exclusively by the Antwerp courts unless the tank cleaning company prefers to summon before another court; - Belgian law will be applicable to any legal relationship between the tank cleaning company and its principal.

5. GENERAL CONDITIONS FOR THE HANDLING OF GOODS VAN MOER STORAGE NV

Article 1

The General Conditions for the Handling of Goods (here after called "GCHG") are an essential part of each agreement between the principal and VAN MOER STORAGE (here after called "VMS") Each deviation from these GCHG has to be agreed upon in writing for every specific order. The principal has to impose the GCHG to his own principal(s) and he will safeguard VMS against every possible claim that his principal(s) could file against VMS.

Article 2

Except in case of his actual proven intentional fault and/or this of his appointees, VMS is not responsible for the damage and/or loss (of the handled goods, or of to be handled export equipment and/or of other goods of any kind whatsoever, property of the principal or used by him or entrusted to VMS) whatever the cause of the loss maybe. The party who suffers the damage has to provide proof of the intentional fault which VMS would have committed. VMS is not responsible for faults even intentional, and for damage caused by subcontractors and/or third parties involved with the handling of the goods. In this case the principal will direct himself directly against the subcontractor or the third party. The principal commits himself to inform his insurance of these GCHG and of the waiving of claim of VMS.

Article 3

The liability of VMS is limited to 875 € per package and 125 € per T for bulk cargo. The maximum liability regardless of the number of packages for each claim of damage shall in no case exceed 2.500 €. For damage caused to the ship or means of transport, the maximum liability shall not exceed 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 principal or by third parties, the total liability of VMS shall not exceed 37.500 €, irrespective of the number of prejudiced parties.

Article 4

Subject to written obligation to insure, the principal undertakes in respect of VMS to bear all risks himself, fire and water damage included, and waives recourse against himself and/or his insurers. VMS waives all recourse against the principal in the case of fire damage to the installations. The principal safeguards VMS against all claims which third parties could file against VMS by ignoring the agreed waiving of claim.

Article 5

The principal is required to communicate in writing to VMS before the commencements of the task the characteristics and nature of the goods to be handled. Only the principal shall be responsible for all possible damage which is related to the characteristics and nature of the goods and this regardless whether or not the communication in advance of these characteristics and nature to VMS was complete, incomplete, incorrect and/or did not happen at all. Moreover the principal will safeguard VMS against all claims from third parties that could arise from the breach of the above obligations.

Article 6

All liability of VMS lapses if any claim by the principal is not lodged in writing and motivated at the conclusion of the task.

Article 7

All invoices of VMS are payable within 30 days at her registered office. Every debt that has not been paid on the due date, will be increased without prior formal notice, with an interest equal to the legal

interest as determined in the Law of 2 August 2002 regarding the Control of the late Payments in Commercial Transactions and will be increased with a standard compensation of 10 % of the debt for economic and administrative damage, regardless the right of VMS to prove the existence of a higher damage. In the case of legal collection, the claim will additionally be increased with the lawyer fees.

Article 8

As guarantee for the payment of all the sums due by the principal to VMS for the handling, storage and additional activities of these and previous tasks VMS is granted a possessory lien in accordance with art. 1948 of the Code of Civil Law and the stipulations of the Law of 5 May 1872 even if warehouse warrants and bearer's storage certificates are suspended. Should the principal remain in default after due notice, VMS shall be entitled to have the goods sold in conformity with the procedure stipulated in the Law of 5 May 1872.

Article 9

Without prejudice to the preceding stipulations, any claim against VMS 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 10

All legal disputes shall be settled by the Tribunal of Antwerp, unless VMS prefers to summons before a different Tribunal. The Belgian Law will be applicable to all relations of VMS with the principal.

Article 11

For all that has not been regulated in these GCHG we refer to the General Conditions for the Handling of goods and related activities in the port of Antwerp (ABAS-VBG) (**see appendix 1**) deposited at the Registry of the Chamber of Commerce and Industries on 31 December 1991 which are enclosed and to the General Belgian Freight Forwarding Conditions (2005) (**see appendix 2**), published in the enclosures of the Belgian State Gazette of 24 June 2005 under no. 009237 which are also enclosed.

6. GENERAL CONDITIONS FOR THE HANDLING OF GOODS VAN MOER RAIL NV

Article 1

The General Conditions for the Handling of Goods (here after called "GCHG") are an essential part of each agreement between the principal and VAN MOER RAIL (here after called "VMR") Each deviation from these GCHG has to be agreed upon in writing for every specific order. The principal has to impose the GCHG to his own principal(s) and he will safeguard VMR against every possible claim that his principal(s) could file against VMR.

Article 2

Except in case of his actual proven intentional fault and/or this of his appointees, VM is not responsible for the damage and/or loss (of the handled goods, or of to be handled export equipment and/or of other goods of any kind whatsoever, property of the principal or used by him or entrusted to VMR) whatever the cause of the loss maybe. The party who suffers the damage has to provide proof of the intentional fault which VMR would have committed. VMR is not responsible for faults even intentional, and for damage caused by subcontractors and/or third parties involved with the handling of the goods. In this case the principal will direct himself directly against the subcontractor or the third party. The principal commits himself to inform his insurance of these GCHG and of the waiving of claim of VMR.

Article 3

The liability of VMR is limited to 875 € per package and 125 € per T for bulk cargo. The maximum liability regardless of the number of packages for each claim of damage shall in no case exceed 2.500 €. For damage caused to the ship or means of transport, the maximum liability shall not exceed 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 principal or by third parties, the total liability of VMR shall not exceed 37.500 €, irrespective of the number of prejudiced parties.

Article 4

Subject to written obligation to insure, the principal undertakes in respect of VMR to bear all risks himself, fire and water damage included, and waives recourse against himself and/or his insurers. VMR waives all recourse against the principal in the case of fire damage to the installations. The principal safeguards VMR against all claims which third parties could file against VMR by ignoring the agreed waiving of claim.

Article 5

The principal is required to communicate in writing to VMR before the commencements of the task the characteristics and nature of the goods to be handled. Only the principal shall be responsible for all possible damage which is related to the characteristics and nature of the goods and this regardless whether or not the communication in advance of these characteristics and nature to VMR was complete, incomplete, incorrect and/or did not happen at all. Moreover the principal will safeguard VMR against all claims from third parties that could arise from the breach of the above obligations.

Article 6

All liability of VMR lapses if any claim by the principal is not lodged in writing and motivated at the conclusion of the task.

Article 7

All invoices of VMR are payable within 30 days at her registered office. Every debt that has not been paid on the due date, will be increased without prior formal notice, with an interest equal to the legal interest as determined in the Law of 2 August 2002 regarding the Control of the late Payments in

Commercial Transactions and will be increased with a standard compensation of 10 % of the debt for economic and administrative damage, regardless the right of VMR to prove the existence of a higher damage. In the case of legal collection, the claim will additionally be increased with the lawyer fees.

Article 8

As guarantee for the payment of all the sums due by the principal to VMR for the handling, storage and additional activities of these and previous tasks VMR is granted a possessory lien in accordance with art. 1948 of the Code of Civil Law and the stipulations of the Law of 5 May 1872 even if warehouse warrants and bearer's storage certificates are suspended. Should the principal remain in default after due notice, VMR shall be entitled to have the goods sold in conformity with the procedure stipulated in the Law of 5 May 1872.

Article 9

Without prejudice to the preceding stipulations, any claim against VMR 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 10

All legal disputes shall be settled by the Tribunal of Antwerp, unless VMR prefers to summons before a different Tribunal. The Belgian Law will be applicable to all relations of VMR with the principal.

Article 11

For all that has not been regulated in these GCHG we refer to the General Conditions for the Handling of goods and related activities in the port of Antwerp (ABAS-VBG) (**see appendix 1**) deposited at the Registry of the Chamber of Commerce and Industries on 31 December 1991 and to the General Belgian Freight Forwarding Conditions (2005) (**see appendix 2**), published in the enclosures of the Belgian State Gazette of 24 June 2005 under no. 009237. A true copy hereof will be delivered by VMR at the first written request of the principal.

7. GENERAL CONDITIONS FOR THE HANDLING OF GOODS VAN MOER STEVEDORING NV

Article 1

The General Conditions for the Handling of Goods (here after called "GCHG") are an essential part of each agreement between the principal and VAN MOER STEVEDORING NV (here after called "VM") Each deviation from these GCHG has to be agreed upon in writing for every specific order. The principal has to impose the GCHG to his own principal(s) and he will safeguard VM against every possible claim that his principal(s) could file against VM.

Article 2

Except in case of his actual proven intentional fault and/or this of his appointees, VM is not responsible for the damage and/or loss (of the handled goods, or of to be handled export equipment and/or of other goods of any kind whatsoever, property of the principal or used by him or entrusted to VM) whatever the cause of the loss maybe. The party who suffers the damage has to provide proof of the intentional fault which VM would have committed. VM is not responsible for faults even intentional, and for damage caused by subcontractors and/or third parties involved with the handling of the goods. In this case the principal will direct himself directly against the subcontractor or the third party. The principal commits himself to inform his insurance of these GCHG and of the waiving of claim of VM.

Article 3

The liability of VM is limited to 875 EUR per package and 125 EUR per T for bulk cargo. The maximum liability regardless of the number of packages for each claim of damage shall in no case exceed 2.500 EUR. For damage caused to the ship or means of transport, the maximum liability shall not exceed 25.000 EUR. 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 principal or by third parties, the total liability of VM shall not exceed 37.500 EUR, irrespective of the number of prejudiced parties.

Article 4

Subject to written obligation to insure, the principal undertakes in respect of VM to bear all risks himself, fire and water damage included, and waives recourse against himself and/or his insurers. VM waives all recourse against the principal in the case of fire damage to the installations. The principal safeguards VM against all claims which third parties could file against VM by ignoring the agreed waiving of claim.

Article 5

The principal is required to communicate in writing to VM before the commencements of the task the characteristics and nature of the goods to be handled. Only the principal shall be responsible for all possible damage which is related to the characteristics and nature of the goods and this regardless whether or not the communication in advance of these characteristics and nature to VM was complete, incomplete, incorrect and/or did not happen at all. Moreover the principal will safeguard VM against all claims from third parties that could arise from the breach of the above obligations.

Article 6

All liability of VM lapses if any claim by the principal is not lodged in writing and motivated at the conclusion of the task.

Article 7

All invoices of VM are payable within 30 days at her registered office. Every debt that has not been paid on the due date, will be increased without prior formal notice, with an interest equal to the legal

interest as determined in the Law of 2 August 2002 regarding the Control of the late Payments in Commercial Transactions and will be increased with a standard compensation of 10 % of the debt for economic and administrative damage, regardless the right of VM to prove the existence of a higher damage. In the case of legal collection, the claim will additionally be increased with the lawyer fees.

Article 8

As guarantee for the payment of all the sums due by the principal to VM for the handling, storage and additional activities of these and previous tasks VM is granted a possessory lien in accordance with art. 1948 of the Code of Civil Law and the stipulations of the Law of 5 May 1872 even if warehouse warrants and bearer's storage certificates are suspended. Should the principal remain in default after due notice, VM shall be entitled to have the goods sold in conformity with the procedure stipulated in the Law of 5 May 1872.

Article 9

Without prejudice to the preceding stipulations, any claim against VM 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 10

All legal disputes shall be settled by the Tribunal of Antwerp, unless VM prefers to summons before a different Tribunal. The Belgian Law will be applicable to all relations of VM with the principal.

Article 11

For all that has not been regulated in these GCHG we refer to the General Conditions for the Handling of goods and related activities in the port of Antwerp (ABAS-KVBG) (**see appendix 1**) deposited at the Registry of the Chamber of Commerce and Industries on 31 December 1991 and to the General Belgian Freight Forwarding Conditions (version of 2005 published in the enclosures of the Belgian State Gazette of 24 June 2005 under no. 009237. (**see appendix 2**))

8. GENERAL CONDITIONS VAN MOER FORWARDING BVBA

BELGIAN FREIGHT FORWARDERS STANDARD TRADING CONDITIONS

Definition and Scope of the Contract

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^o 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.

Insurance

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.

Prescription and Extinction of Right

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.

Entry into force

These Conditions were published in the Supplements to the Belgian Official Gazette (*Belgisch Staatsblad – Moniteur belge*) of

June 24, 2005 under number 0090237 and replace all other General Terms and Conditions of the Belgian Freight Forwarders from the date of entry into force.

9. GENERAL CONDITIONS VAN MOER MAINTENANCE BVBA

General Terms and Conditions for freight handling Van Moer Maintenance

Art. 1 Scope

These General Terms and Conditions constitute an essential part of each agreement between the client and Van Moer Maintenance (VMM) for every order for maintenance and / or repair. Any deviation from these conditions must be agreed in writing and done for each assignment separately.

These General Terms and Conditions take precedence over the client's General Terms and Conditions.

The execution of the assignment is regarded as an obligation of means, which must be done in accordance with the rules of good engineering practice.

Art. 2 Specifications

Specifications are always drawn up subject to changes in the price and / or wages, between the time of preparing the specifications and invoicing. The client undertakes to settle the costs of drawing up the specifications, including assembly costs, if the specifications are not followed by an order to carry out the relevant work within 8 days.

The agreement will only be finalised after the client's written acceptance without any reservations, and written acceptance of the order by VMM.

If, as a result of the execution of the works, it should become apparent that other works are required, a separate specification will be drawn up for this. Specifications are valid for 14 working days. The written and unconditional acceptance by the client, as referred to above, must be received by VMM within the validity period of the specifications. VMM is not bound by any acceptance after this period has expired.

Art. 3 Execution (deadline) and delivery location

Subject to a prior written agreement, the implementation times are purely informational. No delay whatever the cause may be, may give rise to any compensation.

VMM does not take any responsibility for the load if the client offers a loaded trailer / container for repair. Repair of loaded trailers and containers is done entirely at the risk and expense of the client.

Art. 4 Collecting the vehicle

The verbal and / or written notification that the vehicle is ready and / or mailing of the invoice is regarded as a request towards the client to collect the vehicle. If the vehicle is not picked up within 3 days after release, a daily stand fee of 10 Euro per vehicle per day will be charged starting from the fourth day, without notice of default. This fee will also be charged if the client does not respond to a specification and does not collect the vehicle within 3 days after the date of the specifications.

Art. 5 Replacement of parts

All items that need to be replaced due to wear and tear or damage are considered waste materials that are left behind by the client, without the client being able to claim these upon delivery of the vehicle. In case he does wish to retrieve the relevant items, he will need to request this in advance and in writing.

Art. 6 Warranty

For any new part assembled by VMM the period of the manufacturer's warranty is valid. This period begins when the vehicle is delivered to the customer. In any case, the warranty is limited to replacing and repairing the defective part free of charge, with the exclusion of all other possible damage, such

as (but not limited to) compensation for immobilisation, towing, travel costs, consequential damage, et cetera.

Art. 7 Parking

In anticipation of repair or collection, the vehicles are parked at the risk of the client. VMM does not accept any responsibility with regard to theft, fire and / or any other damage.

Art. 8 Complaints

Complaints will only be accepted if they are communicated upon collection of the vehicle at the latest insofar as this concerns the visible defects, and 5 days after the date of collection at the latest - provided this is described clearly and in writing - insofar as these are hidden defects.

Any complaints expressed afterwards, or complaints that are communicated in another way, will not be considered and will dismiss VMM from any responsibility.

In the event that the client or a third party carries out work on the vehicle to remedy the so-called defects of the works VMM performed without informing VMM in advance and in good time, VMM is relieved of all responsibility.

Art. 9 Payment

The amounts charged by VMM are payable at VMM's registered office after a period of 30 days from the invoice date. In order to be valid, any objection against an invoice must be received in writing within 14 days of the invoice date.

Any debt not paid on the due date will be increased, without prior notice of default, with a compensatory interest equal to the current statutory interest (Act of August 2nd. 2002 regarding combatting late payment in commercial transactions) and increased further by a fixed compensation equal to 10% of the debt to cover economic and administrative damages, without prejudice to VMM's right to prove the existence of greater damage, as well as to legal fees.

In the absence of payment on the due date of one invoice, all invoices, including the invoices that have not yet expired, will become automatically and immediately due and payable.

The client may never compensate VMM's invoices with any of the client's claims on VMM, even if they are related to the agreement or if they are definite, fixed and claimable.

Art. 10 Lien

The client grants VMM a conventional right of retention (lien) on all goods it would offer following orders to VMM, whereby the client indicates that they have the right to dispose of these goods up to the payment of all overdue amounts that the client would still have to pay to VMM, even if these amounts have a different cause than the given maintenance and / or repair order.

Art. 11 Applicable law and competent courts

The agreement is exclusively governed by Belgian law. In case of dispute, the courts of Antwerp are the only competent courts.

10. GENERAL CONDITIONS

VAN MOER GROUP ROMANIA S.R.L.

In all cases, where the parties have entered into a prior agreement of this contract, the terms of this agreement shall prevail and govern the relationship between the parties in their entirety,

1. The cost of the services provided by Van Moer Group SRL, to the Contractor, shall be set at the amount agreed by both parties for each confirmed order for the services rendered.
2. Invoices issued by Van Moer Group SRL shall be acknowledged and accepted by the Contractor on signing. Regardless of the signature, invoices shall be deemed accepted if they are not returned within 5 days of receipt, with the outstanding amount becoming certain, liquid and payable with immediate effect on the due date. The signature shall also authorise the provision of services, as agreed by the parties.
3. These contractual terms shall be deemed to be agreed, accepted and undertaken by the Contractor at the time of signing them, the consensual agreement or the implicit contract between the parties, and shall be deemed as concluded as of the date of signature of these contractual terms.
4. If the payment obligation is not fulfilled within ___ days from the due date, the Contractor shall pay Van Moer Group SRL, at their request, in addition to the overdue amount, penalties calculated for each delayed day based on the total of the amount due. The total amount of the penalties may exceed the amount on which they were calculated.
5. Van Moer Group SRL has the right to refuse to provide services in respect of goods which do not meet the normal quality and compliance standards, or which could jeopardize the safety of its premises or its infrastructure, or for which their possession conflicts with the laws in force or does not have the necessary authorizations and so on.
6. Failure to execute, or non-compliant, incomplete or inadequate execution of the services covered by the invoice may lead to the termination of this contract, by Van Moer Group SRL, under the terms of Art.1552 of the Civil Code.

The Contractor expressly undertakes not to carry out legal acts of any kind with the clients of Van Moer Group SRL, acts that exceed the services covered by the invoice, and acts undertaken in an attempt to establish a commercial relationship of any kind with it.

7. Each Party undertakes to treat all data and information, which is not publicly available, as confidential, and shall use it solely for the intended purpose. Only data and information that is necessary for third parties, (such as insurers and subcontractors), to fulfil their obligations can be passed on to them. The same rules on the confidentiality of data and information in electronic format shall apply to each party.

The privacy policy shall not apply to data and information that must be transmitted to third parties, in particular to public authorities, by virtue of their legal obligations. The other Party shall be informed of this obligation without delay.

8. In the event of conflicts or disputes arising either directly or indirectly from, or related to, this agreement, in connection with its conclusion, application, termination or interpretation, or in respect of an alleged violation or non-fulfilment of its contractual obligations and provisions, the parties undertake to try to settle this amicably within 30 days. If disputes cannot be settled amicably then these shall be settled by the competent courts for the Van Meer Group SRL headquarters.

9. This contract is supplemented by the provisions of the Romanian Civil Code Art. 2103-2133, concerning the storage contract, by Art.1961-2001 of the Civil Code, concerning the transport contract, and by the conventions and agreements related to the transport of goods by road (CMR Convention, TIR Convention, AETR, ADR etc.), to the Government Resolution No.1175/2007 for the approval of the rules for transporting dangerous goods by road in Romania, to the provisions of the European

Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), concluded at Geneva on September 30 1957 and to which Romania has adopted the Law No. 31/1994, as well as to other incumbent normative acts governing such matters.

This agreement, concluded by the parties' agreement, constitutes the legal and official instrument between the contracting parties, establishes all the rights and obligations of the contracting parties, and confers mutual profitability on the legal relationship. Each clause, and all the provisions of this contract, have been negotiated and agreed on while representing the free, exclusive and complete will of the parties with regard to its subject matter and content. The parties expressly declare that they fully understand the legal effects generated by this contract.

11. GENERAL CONDITIONS FOR THE HANDLING OF GOODS IBARGE NV

1. These General Terms and Conditions for Freightage apply to all ship chartering or any other intervention involving IBARGE.

Deviating stipulations are only binding if expressly agreed in writing and only apply to the agreements to which they relate.

2. The parties acknowledge that IBARGE N.V. acts exclusively in its capacity as a transport broker, whereby it brings at least two parties together that conclude a transport agreement with each other, unless explicitly agreed otherwise in advance. IBARGE N.V. can not be considered as a carrier nor as a commission agent for transport. The invoicing by IBARGE N.V. of the transport costs and the indebtedness of payment thereof to IBARGE N.V. by the addressee of the invoice does not detract from the foregoing.

3. If IBARGE N.V. is acting exclusively as an intermediary it can not be held liable in this respect for any disputes between freight forwarders, shippers, receivers and carriers. Nor is IBARGE N.V. liable for non-compliance with the terms for loading, unloading and delivery.

4. Unless otherwise agreed, the transport agreements concluded through IBARGE N.V. as an intermediary in case of domestic transport fall under the provisions of the Act of May 5th 1936 on River Chartering and in case of International Transport under the application of the provisions of the CMNI Convention and the incompatible provisions of the Act of May 5th 1936 on River Chartering.

5. IBARGE N.V. only assumes an obligation of means with regard to its intervention.

It can not be held liable for any errors, omissions or mistakes committed by third parties, including the carriers brought in through its intervention. In any event, it can only be held liable in respect of its intervention in any capacity if an intentional error is proven on its part. IBARGE N.V. can also never be held liable for any shortcomings and / or damage to the cargo, except in the case of a deliberate error on its part. The shipment and / or transshipment is always at the expense and at the exclusive risk of the client.

6. In all cases where IBARGE N.V. is liable for errors, omissions or mistakes committed by itself or by its subordinate, its liability is limited to a maximum amount of €1,250. This restriction also applies in those cases in which IBARGE N.V. would, by final judgement or ruling, still be held liable for errors, omissions or mistakes made by third parties, including the carriers that it brings in through its intervention.

7. No insurance is taken except when the client instructs this upfront in a formal and written manner.

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8. Any demurrage occurring at the location of loading and / or unloading must be settled directly between the carrier / shipper / consignee. IBARGE N.V. does not assume any obligation in connection with its intervention for payment of costs related to the delivery and transport of goods, such as port and shipping rights, customs duties, towing costs, pilotage fees and so forth. Under no circumstances may these amounts be deducted from the invoices of IBARGE N.V., except in the case of explicit and written agreement of the latter.

The invoices of IBARGE N.V. are payable in cash at its registered office. Any debt that has not been paid on the due date will be increased without prior notice of default, with compensatory interest equal to the statutory interest as determined by the Act of August 2nd 2002 on the Suppression of Late payment in commercial transactions, and further increased by a lump sum compensation equal to 10% of the debt to cover economic and administrative damages, without prejudice to the right of IBARGE NV to prove the existence of a greater damage. In the event of non-payment of the invoices on its due date, all outstanding invoices, even if not due, become immediately due and payable.

9. On penalty of forfeiture, any complaints regarding the invoices must be submitted in writing and via registered mail to IBARGE N.V. within 8 days of the invoice date. Failure to respond to this complaint by IBARGE N.V. does not constitute an acknowledgment.

10. In order to settle all disputes, only the courts on Antwerp will be competent unless IBARGE N.V. prefers to summon the client in front of another District Court. Belgian law applies to all legal relationships of IBARGE N.V. with the client.

To the extent IBARGE N.V. would act as commission agent, for all that is not or not otherwise stipulated in the current Terms and Conditions is expressly referred to the General Belgian Forwarding Conditions (2005), published in the Annex of the Belgian Government Gazette of June 24th 2005 under number 009237 (**attachment 2**).

APPENDIXES

APPENDIX 1: ABAS

A.B.A.S

Professional Association of Antwerp Master
Stevedores and Port Operators

Incorporated Professional Association

K.V.B.G.

Royal
Association of trafficflow controllers

c.v.b.a.

GENERAL CONDITION 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.

e) 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:

- the correct and accurate description of the goods, including type, number, weight, condition and risk category.
- all instructions and limitations connected with the protection, handling, and storage of the goods and the execution of the assignment in general.
- all instructions regarding the protection of the appointed persons.

b) 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.

c) 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.

d) 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.

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.

APPENDIX 2: BELGIAN FREIGHT FORWARDERS STANDARD TRADING CONDITIONS

Definition and Scope of the Contract

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^o 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.

Insurance

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.

Prescription and Extinction of Right

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.

Entry into force

These Conditions were published in the Supplements to the Belgian Official Gazette (*Belgisch Staatsblad – Moniteur belge*) of

June 24, 2005 under number 0090237 and replace all other General Terms and Conditions of the Belgian Freight Forwarders from the date of entry into force.

APPENDIX 3: 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.

§ 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.