



## GENERAL TERMS OF BUSINESS

of

the private limited liability company **Nijman/ZeeTank Internationale Transporten B.V.**, established in Spijkenisse, registered with the Chamber of Commerce and Industry for Rotterdam and the Lower Maas under number 24.22.2203

and

the private limited liability company **Nijman/ZeeTank Internationale Tanktransporten B.V.**, established in Spijkenisse, registered with the Chamber of Commerce and Industry for Rotterdam and the Lower Maas under number 24.22.0248

## INDEX

Description	page
GENERAL	2
TRANSPORT	5
PERMITS	5
PRICES AND OFFERS	6
CUSTOMS	7
CONTAINER DEPOT	7
RENTAL	8
ADVICE	9
INSURANCE	9

## GENERAL

### Article 1

1. Unless prior agreement to the contrary has been made, expressly and in writing, these conditions shall be applicable to all our offers and/or agreements concluded by us with our principals, whereby we (the contractor) undertake to transport goods or have them transported, to deliver and/or to distribute goods, to provide our mediation, to store and/or to work or process goods, to deliver or let movable and immovable goods, or to perform in any other manner whatsoever.
2. In these conditions "principal" shall be taken to mean all (legal) persons who have concluded an agreement with us, or wish to do so, and besides these, their representative(s), proxy(ies), successor(s) in rights and heir(s).
3. The applicability of general conditions used by the principal is expressly rejected.
4. It is an established fact between us and the principal that if a contract has been made under the applicability of these conditions they are also applicable to future offers and agreements.
5. If we do not invoke the provisions in these conditions in appropriate cases, this does not mean that we have renounced our right to invoke the following conditions in another case.
6. The principal shall indemnify us against claims of (a) third party(ies) - under whatever name and/or however they have arisen - against whom we may not be able to invoke the provisions in our General Conditions of Business, to the extent that those claims would be excluded if this (these) third party(ies) was/were bound by our General Conditions of Business.

### Article 2

1. Depending on the nature of the total order, work or other sort of performance, or of any part thereof which may reasonably be considered to be an independent part, the following general standard conditions and rules which are generally customary in the business sector concerned, or conditions which replace them, shall be applicable alongside the present conditions of business, to the extent that they have not been deviated from in as many words in these general conditions of business i.e.:  
Transport
  - a. to all our border-crossing transport work by road: the convention on the agreement for the international transport of goods by road (in short called the **CMR convention**), concluded in Geneva on 31 August 1956.
  - b. to all transport of dangerous substances, besides the provisions mentioned above: the "**Accord Européen Relatif au Transport International des Marchandises Dangereuses par route (ADR)**" [European Agreement on the International Transport of Dangerous Goods by Road], and also, where inland transport is concerned, the "**Wet Vervoer Gevaarlijke Stoffen 1995**" (Statute book 1995, 525) [The 1995 Act on the Transport of Dangerous Substances].
  - c. to all transport of sea containers, the "**Zeecontainervervoersvoorwaarden**" [The Sea Container Transport Conditions], drawn up by the VZV partly on behalf of Transport en Logistiek Nederland, deposited at the office of the Clerks of the District Courts of Amsterdam and Rotterdam;
  - d. to all transport of goods by tanks, the general "**Tankvervoercondities voor het vervoer van bulkgoederen over de weg**" ["Tank transport conditions for the transport of bulk goods by road"], deposited at the office of the Clerks of the District Courts in Amsterdam and Rotterdam;
  - e. to all other transport work, either inland or border-crossing and then as an

addition to the CMR convention: the "**Algemene Vervoercondities 2002**" [1983 General Transport Conditions], last amended version, deposited at the office of the Clerks of the District Courts in Amsterdam and Rotterdam

- f. to the exclusion of what has been determined with regard to payment and securities in the above mentioned branch conditions, to all payments for the transport work carried out by us, the "**Transport en Logistiek Nederland Algemene Betalingsvoorwaarden**" [Holland Transport and Logistic General Conditions of Payment], deposited at the office of the Clerk of the District Court in The Hague.

**Physical Distribution and storage**

- g. to all our work within the framework of Physical Distribution, which are also taken to include unloading, checking in, storage, checking out, loading, stock management, handling, assembly, order processing, order collection, filling, making goods ready for dispatch, invoicing, information exchange and management of goods, the **Physical Distribution Conditions**, drawn up by the PD group/TLN and deposited at the office of the Clerks of the District Courts in Rotterdam and Amsterdam;

Forwarding and customs

- h. to all forwarding and customs work, including having air freight work, customs work and all other work carried out, "**De Algemene Voorwaarden der Federatie van Nederlandse Expeditieorganisaties**" [General Conditions of the Federation of Dutch Forwarding Organizations] (FENEX), deposited at the office of the Clerks of the District Courts in Amsterdam, Arnhem, Breda and Rotterdam

2. If the general conditions referred to in section 1 of this article are amended, then in that event the amended text shall be applicable, and this shall be as of the date that the amended general conditions are deposited. If one or more of the general conditions mentioned in section 1 of this article are replaced in the manner mentioned in article 6:214 of the Dutch Civil Code by standard rules, or if standard rules take their place, then the standard rules concerned shall apply from the date of announcement of these rules in the Dutch State Journal ("Nederlandse Staatscourant").
3. For the rest, we shall always be entitled to declare conditions other than the general conditions mentioned in section 1 of this article applicable to a particular order, work or other sort of performance.
4. If a difference of opinion arises between us and the principal on the question as to which of the standard conditions mentioned in this article are or were applicable, we shall have the right to decide which standard conditions are or were applicable.

**Article 3**

**Disputes**

1. Contrary to what may have been determined thereon in the general conditions stated in article 2, all disputes between us and the principal shall be judged exclusively by the competent Dutch Court in the court district of Rotterdam.
2. Dutch law is applicable to all legal relationships between us and the principal.

**Article 4**

In the event of a difference between the deposited text of these conditions and the texts which are printed, translated and/or distributed otherwise, only the deposited text shall apply.

## Article 5

Unless express and written agreement to the contrary is or has been made all orders shall be implemented in a sequence which we shall determine, whereby the capacity of the apparatus at our disposal and the degree to which it is manned shall be one of the determining factors for the time of commencement and completion of the orders.

We shall be at liberty as concerns the manner of implementation of the orders, unless specific further agreement thereon has been made.

## Article 6

1. We shall be obliged to request the principal for instructions if irregularities occur during the work which prevent its implementation, or as a result of which the work can no longer be carried out in accordance with the order which has been given.
2. The costs connected with requesting instructions and the costs of implementing the instructions shall be repaid to us by the principal.

## Article 7

1. We shall not be liable for damages and costs - under whatever name and/or however they have arisen - other than as a result of purposeful action or crass fault on our side, if the principal, or any third party, whether or not in return for payment:
  - a. makes use of our material and/or personnel;
  - b. stores or parks goods on one of our sites;
  - c. has requested us to carry out certain work, which does not constitute a part of any agreements which may have already been concluded, and we have subsequently acted in accordance with instructions given by or on behalf of the principal and/or that other third party.
2. We shall not be liable for damages and/or costs - under whatever name and/or however they have arisen -, if these damages and/or costs arise from services, work and/or deliveries which have taken place in return for no valuable consideration, unless the principal proves that the damages and/or costs have arisen as a result of purposeful action or crass faults on our part which are equatable to purposeful action.
3. We stipulate all statutory and contractual defences which we may invoke in order to reject our own liability towards the principal or any third party, partly for the benefit of our subordinates and the non-subordinates for whose behaviour we could be liable by virtue of the law.
4. The provisions given in this article do not effect our statutory liability by virtue of compulsory statutory provisions.
5. The principal shall indemnify us in respect of claims - under whatever name and/or however they have arisen - of third parties.

## Article 8

If, within the framework of the storage/physical distribution, we carry out work via our computers for the principal, we shall not be liable for damages which have arisen as a result of computer use (hardware and software), unless there is a case of crass fault or crass negligence on our part, in which cases our liability per event or series of events shall always be limited to 10% of the amount which has been charged per year by us to the principal in that respect, all this with a maximum of € 250,= per year.

## Article 9

We shall not be liable for damages, under whatever name and however they have arisen, if:

- a. a particular space in one of our buildings has been made available to the principal and
- b. the principal has free access to this space and
- c. the principal carries out actions under its own management in this particular space.

The principal shall indemnify us in that respect against claims of third parties, no matter how they have arisen and/or no matter under what name.

## TRANSPORT

### Article 10

1.
  - a. Within the framework of border-crossing transport work loading and unloading work shall not be included in the transport.
  - b. If, within the framework of inland transport work, the loading and unloading work is not included in the transport, we shall not be liable in that respect. In that event the principal shall indemnify us against claims, under whatever name and/or regardless of the manner in which they have arisen, of third parties.
  - c. If the loading and unloading work is included in the transport our liability with regard to this work shall be equal to our transporter's liability on the basis of the 1983 General Transport Conditions as referred to in article 2 section 1 under a of these conditions.
2.
  - a. if the principal offers container(s) with contents to be transported and these container(s) have not been loaded by us, we shall not be liable for damages which have arisen as a result of the manner of loading;
  - b. if the principal offers goods to be transported which have been palletised and/or packed in such a manner that a check of the number of pieces and/or the contents is not possible, we shall not be bound by the number of pieces and/or the contents thereof as have been stated by the principal and/or as have been stated in the bill of lading;
  - c. if no check by us is possible upon loading and/or the transport will be delayed considerably as a result of a check - all this according to our assessment - we shall not be bound by the number of pieces and/or the condition of the cargo and/or contents, as stated by the principal and/or as have been stated on the bill of lading.
3. The principal shall at all times load no more than the statutory permitted maximum payload of the vehicle concerned, or have this loaded. The principal shall indemnify us in respect of the consequences and/or damages which have arisen as a result of overloading, if this fact has been caused by or due to the manner of action of the principal.

## PERMITS

### Article 11

Besides the provisions mentioned elsewhere in these general conditions of business the provisions in this article shall be applicable to all transports for which special permission or exemption from one or more government bodies is required.

- a. Permits, or exemptions, which are necessary in order to carry out special transport shall be applied for by us upon the request of the principal. Costs connected with such an application or permit, or exemption, shall be for the account of the principal.
- b. We shall not be liable in any manner whatsoever for the fact that a permit is not issued or is not issued timeously or in a correct manner, except in the case of purposeful action or crass fault on our part.
- c. If a permit or an exemption which is necessary for a transport is not issued, for whatever reason, the transport shall not be carried out. In that case the principal shall reimburse us with costs which we have already incurred.
- d. With regard to special transports we shall comply with the statutory rules and regulations and with instructions which have been given by government bodies or government officers. Extra costs which arise as a result of this shall be for the account of the principal.

## **PRICES AND OFFERS**

### **Article 12**

1. All offers which we give shall be without obligation.
2. Our prices are based on the rates, wages, prices etc. which apply on the date of the offer or of the conclusion of the agreement, as the case may be, or of the actual performances, as the case may be. In the event of changes in one or more of these factors the prices shall automatically change accordingly and shall also be binding with regard to agreements which are still running, on the understanding that - if the prices change within three months after the conclusion of the agreement - the principal shall be entitled to dissolve the agreement. All this unless express agreement to the contrary is made. In the event of dissolution the principal shall be obliged to pay for what has already been performed.

### **Article 13**

1. Our prices shall only include the costs of transport from place(s) of loading to place(s) of unloading, unless agreement to the contrary is made.
2. In any event our prices shall not include:
  - costs for customs clearance (inwards and outwards);
  - "B.T.W." [V.A.T.];
  - levies;
  - import duties;
  - commission on advances;
  - ferry costs;
  - costs connected with drawing up customs' or other documents;
  - diesel oil surcharges;
  - currency surcharges;
  - surcharges for extra loading and unloading addresses;
  - insurances.

If these costs are incurred separately they shall be charged to the principal.

3. Our prices are calculated on the basis of places which can be reached or driven on well. If, during the implementation of the order, it turns out that the accessibility is not good, then we shall be entitled to increase the prices by all extra costs which have arisen as a result thereof.

4. Invoices shall be deemed to have been accepted and approved by the principal if a written objection has not reached us within eight days after the invoice date.

## **CUSTOMS**

### **Article 14**

1. The completion of customs' formalities which is carried out by us shall take place for the account and risk of the principal. We shall only be liable for costs and damages resulting from an incorrect completion of customs' formalities, if the principal proves that there is a question of purposeful action or crass fault on our part.
2. The principal shall indemnify us at all times against claims made by or on behalf of the government with regard to customs' dues, taxes, duties etc. on goods with regard to which we have completed the customs' formalities under instructions from the principal, unless the principal proves that there is a question of purposeful action or crass fault on our part.
3. The FENEX conditions referred to in article 2, subsection 1(h), of these conditions shall always be applicable.

## **CONTAINER DEPOT**

### **Article 15**

1. We shall not be liable for damages to cargo in containers which have arisen when checking containers in or out or when storing them.
2. If loaded containers are given to us by the principal or any third party to be checked in or out, this will always take place as far as the cargo is concerned for the account and risk of the principal or third party concerned.

### **Article 16**

We shall not be liable for damages - under whatever name and/or no matter how they have arisen - if:

- the principal or any third party gives us a container for storage with a statement of incorrect details, including particularly a statement of an incorrect shipping company;
- the principal or any third party temporarily parks a loaded container on one of our sites, without our having been given instructions to have it checked in or out or without storage work being carried out by us.

### **Article 17**

Documents which the principal or any third party hands over to us with containers which are loaded, which are temporarily parked on one of our sites, will not be dealt with by us unless the principal has requested us expressly in writing to do so.

### **Article 18**

We shall not be liable for damages arising for the issue by us of an incorrect container, unless there is a case of purposeful action or crass fault on our side, in which case our liability shall always be limited to an amount of € 4.500.00 (in words: four thousand five hundred Euro) per event.

## Article 19

In respect of repairs which have been made by us to containers, we shall not be liable for damages which have arisen to the cargo which is carried in such a container after the repair, if the container concerned has been taken into receipt by the principal without any comments or observations with regard to the container or the repair.

## RENTAL

## Article 20

Rental of, among other things, machines, materials, instruments, (bulk) containers, trailers, lorries and other goods shall take place under the following conditions.

- a. We undertake to make a product available to the principal at the beginning of the rent agreement which is in a good condition.
- b. When taking the goods into receipt the principal shall be obliged to inspect these for faults and defects. If the principal does not make any comments in writing when taking the goods into receipt with regard to the condition of the goods, it shall be deemed to have received these goods in a good condition.
- c. The principal shall be obliged to return the product which has been rented at the end of the rent agreement in the same condition as that in which the product was upon commencement of the rent agreement. This excludes wear which results from normal use for which the product is destined in accordance with the nature thereof. If the rented product is received back by us in a condition other than that in which it was made available, the principal shall be obliged to pay us compensation for the decrease in value of the rented product, and shall do so upon our first request.
- d. The principal shall be prohibited from giving possession of the rented product to third parties - with the exception of employees which are in its service -, from letting it, pledging it and/or to disposing of it.
- e. Any permits which may be necessary for the use of the rented product shall be obtained by the principal. If the absence of (a) necessary permit(s) the principal shall indemnify us with regard to subsequential claims and/or claims (for damages) which arise as a result of the lack of these permit(s).
- f. Fuel for rented machines, instruments and/or lorries shall not be included in the rental price.
- g. We shall not be liable for any damages, which shall also include fines imposed by or on behalf of government bodies and voluntary (police) settlements, arising from the use of the rented product - no matter under what name and/or no matter how they have arisen - unless there is a case of crass fault or purposeful action on our side. The principal shall indemnify us against claims made by third parties in this respect.
- h. If the principal is in default in the payment of the rent sums which it owes us we shall be entitled, without the need for any notice in default, to remove the rented product from the possession of the principal; the costs connected herewith shall be for the account of the principal.
- i. The goods which have been rented are and shall remain our property.



### **Article 21**

Rental of built-up real estate to the principal shall take place under the provisions which apply therefor of the Dutch Civil Code and the Dutch Rental Act ("Huurwet"), or rules which are applicable in that respect.

A written rental agreement will be drawn up and signed by the parties.

### **ADVICE**

### **Article 22**

1. We shall not be liable for damages as a result of the advice which we have given with regard to the storage and transit storage, physical distribution, transport and/or in respect of dangerous substances unless there is a question of purposeful action or gross fault.
2. If we are liable in any case on account of purposeful action or gross fault, then our liability shall be limited as follows:
  - a. if the advice has been given without a fee being charged therefor to the principal, the liability shall be limited to an amount of € 1,000.00;
  - b. if the advice has been given in return for payment of a fee by the principal, our liability shall be limited to the amount of the invoice value of the advice instructions concerned, or at least to that part of the advice instructions to which the liability relates.
  - c. Contrary to the provisions given above in section 2b, the liability shall be limited further in the case of advice instructions with a longer duration than 3 months to the fee due for the last 3 months in respect of the advice which has been given.
3. We shall never be liable for consequential damages.

### **INSURANCE**

### **Article 23**

1. Insurance of whatever nature shall only be taken out for the account and risk of the principal and only following written instructions and acceptance thereof in writing. The insurance instructions must contain a precise statement of the risks against which insurance must be taken out, as the instructions will otherwise be deemed not to have been given or not to have been accepted, as the case may be. We shall always be entitled to refuse instructions to take out insurance on grounds of considerable importance.
2. The acceptance or refusal of the risk which is offered shall be made by the insurer or insurer. We have no say therein.