

GENERAL OPERATING CONDITONS

CONTAINER COMPANY AMSTERDAM B.V.

Deposited at the Office of the District Court in Amsterdam on August 3rd 1983.

1. APPLICABILITY

Unless otherwise agrees beforehand in writing these Conditions will apply to all our offers, and/or orders given to us and/or all contracts concluded with us, including those for carrying out work, for the sale of movables and for letting means of transport, all this in the widest sense of the word.

Own conditions of our principals and/or third parties will not apply, also if we have not expressly rejected or disputed the applicability thereof.

As regards conditions as named in documents issued or received by us, such as consignment notes or waybills, receipts and such like also being applicable, only the provisions below will apply.

The provisions in these Conditions will also apply to claims against us that are not regulated by contract.

2. APPLICABILITY OF OTHER CONDITONS ALSO

Depending on the nature of the entire order, work or services of a different kind, or depending on a part thereof that may reasonably be regarded as an independent part, the conditions that are customary in the branch of industry concerned will also apply besides these Conditions, in accordance with the lastly deposited text.

Thus the following will apply:

- For forwarding work : Nederlandse Expeditie voorwaarden (Dutch Forwarding Conditions).
- For inland road transport : Algemene Vervoerscondities 1983 (General Transport Conditions 1983).
- For stowage : Algemene Voorwaarden van de Scheepsvaartvereniging Noord, Vakgroep Algemeen Stuwadoorsbedrijf (General Conditions of Scheepsvaartvereniging Noord, Tradegroup: Steverding).
- For putting barges at disposal: Dekschuitengebruiksvoorwaarden (Conditions for the use of barges).
- For warehousing : Veemcondities Amstrad-Rotterdam (Warehousing Conditions Amsterdam – Rotterdam).

In the event of a contradiction between such conditions, which are also applicable, and these Conditions, it will be for us to decide which provision we will invoke.

3. OFFERS

All our offers are without engagement. Our prices are based on the tariffs, wages and such like that applies on the date of the offer or of the conclusion of the contract or of the actual service.

If one or more of these factors change, our prices will change automatically and will be binding also on current contracts.

For special work or work that require a great deal of time or special efforts, as well as in the event of disturbing influences, either in respect of the work or in respect of the length of time or the moment, we will be entitled to an additional remuneration to be fixed within reason or the additional costs caused by these factors will be for our principal's account.

Our rates for letting or putting at disposal will be charged over the entire period of time from the departure of our employees or material from our establishment until the return there.

4. PAYMENT AND INTEREST FOR DELAYED PAYMENTS

Our prices are nett in cash within 14 days after the date of the invoice. After that we can demand and interest of 2% over and above the legal interest then applying without a notification or a notice of default being required therefor.

5. RIGHT OF RETENTION

We will be entitled to retain goods, documents and money for the principal's and/or owner's account and risk until our claims have been paid.

6. COLLECTING COST

If in the event of non-timely payment, we proceed to collect by legal process or in any other manner, the sum of the claim will be increased by 10% for administration costs and the judicial and extra-judicial costs will be charged to the principal up to the sum that we have paid or owe.

7. RESERVATION OF OWNERSHIP

All goods delivered by us will remain our property until all our invoices have been completely paid.

8. FORCE MAJEURE

In the event of temporary force majeure the order will remain in force, but our obligations will be suspended for the duration of the force majeure, without prejudice to our right to cancel the order or the contract in such a case as far as it has not yet been carried out and to carry out what has not yet been done in proportion to the whole.

9. LIABILITY

The orders and work will be carried out for the principal's account and risk. We will only be liable for damage, if and as far as it is proved that it is result of our own willful misconduct or gross negligence.

Anyone who is on our premises or in the place where the work is being carried out, will be there with means of transport, if any, at his own risk and must strictly comply with the prescriptions and/or directions given or to be given by the public bodies and by us.

Every possible liability on our part will cease if our attention has not been drawn in writing to the alleged damage and/or loss, before the work has ended or before the goods and/or the means of transport leave the premises or the place where the work was carried out, or the place where we had to deliver the goods.

10. LIABILITY OF EMPLOYEES

We stipulate also for the benefit of employees and/or a third party enlisted by or via us, including his employees and other assistants, every exclusion or limitation of liability in conformity with these Conditions, this includes the third party-condition named hereinafter, the latter only on condition that we expressly authorize the employee concerned or the third party against whom a claim is or will be lodged, in writing to make use of this third party-procedure.

11. PROTECTION

Our principal will hold us – and on the condition in conformity with article 10 also our employees and/or a third party – harmless against claims of third parties, in respect of whom we would not be able to invoke these conditions, as far as that liability would be excluded or limited by these conditions, had they been invocable.

12. LIABILITY OF THE PRINCIPAL

If, when the order, work or services of a different kind are being carried out, damage should be done to us, our employees or to third parties enlisted by or via us, including their employees or assistants, the principal will be liable therefor, unless he proves that that damage was caused by us, our employees or the aforesaid third parties themselves. The principal will be obliged – as we choose – to forthwith repair the damage for which he is liable in conformity with this article, for his account or to pay compensation therefor.

13. PRESCRIPTION, EXPIRY

All claims for damages will become prescribed by the mere expiry of 6 months after the claim has come about.

14. SALE OF CONTAINERS, FLATS AND SUCH LIKE

As to the sale of containers, flats and such like, the following will apply:

- Containers, flats and such like are sold by us in the condition in which they are when they are delivered and we do not guarantee that the containers are ready for immediate use
- The purchaser will be obliged to remove marks, numbers and other identifications of previous owners from the containers, flats, etc. If the marks are (must be) removed by us, the costs thereof will be charged to the purchaser.
- As far as it appears that import- or other duties have to be paid for the containers, flats, etc., either in or outside the Netherlands, these duties will be for the purchaser's account. If payment of these duties is demanded from us, the purchaser will have to hold us harmless in this matter.
- Notwithstanding the reservation of ownership in article 7 of these Conditions the risk of the containers, flats, etc., will pass on to the purchaser at the moment of delivery. Moreover, every liability connected with the ownership of the containers, flats, etc., will then be for the purchaser who will have to hold us harmless in the event of claims from third parties.

15. LETTING OF CONTAINERS, FLATS, ETC.

As to the letting of containers, flats, etc., the following will apply:

- Both when receiving containers, flats, etc., by or on behalf of the hirer and when they are returned to us, an equipment interchange receipt will be drawn up and signed by or on behalf of the hirer, in which the condition of what was hired is described.
A counter-proof of what has been laid down in the receipt signed by the hirer will not be possible.
We will, however, be entitled to prove that the condition of the container, flat, etc., was different in reality from what appears from the receipt.
- After receiving the goods the hirer will bear the risk for the preservation of the containers, flats, etc. and he will be liable for damages done to these goods, up to the moment when they are returned to us, except for fair wear and tear. If containers, flats, etc., are returned to us in a damaged condition, we will be entitled to demand indemnification from the hirer equal the rent during the period required for repairs.

16. BINDING TEXT

In the event of difference between the deposited text of these Conditions on one hand and texts that are otherwise printed, translated and/or distributed on the other hand, the deposited text will exclusively apply.

17. APPLICABLE LAW

For the rest only Dutch law will apply.

18. JURISDICTION

If necessary while setting aside every condition that differs from these Conditions in any other set of conditions that is also applicable in conformity with article 1 or 2, all disputed ensuing from or connected with any offer, order, work or service of a different kind, as meant in article 1, will be exclusively decided by the ordinary court in the first instance in Amsterdam, unless, for reasons of our own, we prefer a court in the first instance in Amsterdam, unless, for reasons of our own, we prefer a court elsewhere, either in the Netherlands or abroad.