

GENERAL COMPANY CONDITIONS

of the private company with limited liability

Bolk Transport B.V.
Bolk Container Transport B.V.
Bolk Tank/Distributie Transport B.V.

all registered in Almelo and registered with
the Chamber of Commerce and Industry in Enschede.

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GENERAL

Article 1

1. Unless expressly agreed otherwise in writing beforehand, the present conditions apply to all our tenders and/or agreements made by us with our customers, of which we (the recipient of the commission) undertake to transport or have transported, to order and/or distribute goods, to assemble them, pack them and checking of goods, the acting as mediator, the storage of goods, the delivery or rental of moveable property and real estate, or any other sort of performance whatsoever.
2. The "customer" is taken to mean in these conditions every (legal) person who has made an agreement with us, or wishes to do so, and apart from such its representative(s), authorised person(s), assigns and successor(s).
3. The conditions of our customers, unless expressly agreed otherwise by us in writing, do not apply to the tenders and agreements referred to in section 1.
4. It is firmly established between us and the customer that once a contract has been made on the application of the present conditions, all future tenders and agreements are subject to such.
5. Should it occur that we do not appeal to that determined in the present conditions, it should not be taken to mean that we have relinquished our right to appeal to the conditions below in different circumstances.

Article 2

1. According to the nature of the total order, activities or other performance, or of any part of the same that can be regarded as independent of it, these conditions are valid together with those below or which have replaced them or general standard conditions and stipulations in the branch of business concerned, to the extent that no departure from the same is made in so many words in the present general company conditions, that is to say:
 - a. all our domestic transport activities are subject to the General Transport Conditions 1983 (Algemene Vervoerscondities), most recently amended on 31 January 1991, deposited with the court registry of the District Courts of Amsterdam and Rotterdam on 5 February 1991;
 - b. all our cross border transport activities by road: the treaty regarding the agreement on international transport of goods by road, referred to in short as the CMR treaty;
 - c. all other transport of dangerous substances, in addition to other conditions already referred to: the European Treaty regarding the international transport by land of dangerous substances (Accord Européen Rélatif au Transport International des Marchandises Dangereux Par Route (ADR)), together with the domestic transport the "Conditions regarding the transport by land of dangerous substances" (Bepalingen betreffende het vervoer over land van gevaarlijke stoffen) (VLG) where it concerns domestic transport, which conditions appear as an appendix to the Dangerous Substances Regulation of The Netherlands (Reglement Gevaarlijke Stoffen – 19 April 1968 Bulletin of Acts and Decrees of The Netherlands 207);

- d. all our activities within the scope of the loading and unloading, processing and treatment and packing and unpacking of the goods to be loaded and unloaded, together with the provision of order acceptance to order processing and the invoicing of goods, the storage of goods not being included: the Physical Distribution Conditions deposited with the court registry of the District Court of The Hague on 1 September 1983;
 - e. all our activities within the scope of storage and custody of goods: the Rotterdam Storage Conditions (Rotterdamse Opslagvoorwaarden) deposited at the court registry of the District Court of Rotterdam on 10 January 1959;
 - f. all expedition activities including the organisation of air and sea freight activities and all other activities: the General Conditions of the Federation of Dutch Carrier Organisations (Algemene Voorwaarden der Federatie van Nederlandse Expediteurorganisaties) (FENEX), deposited at the court registry of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam on 2 March 1992;
 - g. all rental and/or transport of delivery of containers/exchangeable skips: the General Conditions of the rental and/or the transport of delivery containers/exchangeable skips (Algemene Voorwaarden voor de verhuur en/of het vervoer van afzetcontainers / wissellaadbakken), deposited with the court registry of the District Court of The Hague on 30 October 1980;
 - h. regarding exceptional transport: The General Conditions for Exceptional Transport (Algemene Voorwaarden voor Exceptioneel Transport) (AVET) deposited at the court registry of the District Courts of Amsterdam and Rotterdam, latest version.
2. Should the general conditions referred to in section 1 of this article be amended, the amended text is then to apply from the date of the deposit of such amended general conditions. Should one or more of the general conditions referred to in section 1 of the present article be replaced by a standard regulation in the manner referred to in article 6:214 of the Civil Code of The Netherlands or should a standard regulation replace it, it takes effect from the date such standard regulation is announced in the Government Gazette of The Netherlands.
 3. For the rest we are constantly entitled to declare in advance a particular order, activity or other performance subject to other general conditions than those stated in section 1 of the present article.

Article 3

Unless expressly agreed otherwise in writing, all orders are executed in a sequence to be determined by ourselves, the capacity of the equipment available to us and the level of occupation thereof being contributory factors for the time that the orders commence and are completed.

We are at liberty to select the method of execution of the orders unless in that regard something specific has been further agreed.

Article 4

1. We are bound to require instructions from the customer should irregularities occur during the activities which prevent the execution of it or whereby the activities can no longer be executed in accordance with the order given.
2. The costs connected with the request for instructions and the costs of execution of those instructions are to be reimbursed by the customer.

Article 5

1. We accept no liability for damage or costs other than as a result of intent or gross negligence on our part, however called and arising, should a customer or any third party, whether or not for compensation:
 - a. make use of our equipment;
 - b. have requested us to carry out particular activities, which activities do not form part of agreements which may already have been made, and that we have acted according to the instructions on that point given by or on behalf of the customer and/or the other third party;
 - c. goods stored or parked in one of our yards.
2. We are not responsible for damage and/or costs, however called, should such damage and/or costs arise from services, activities and/or deliveries which were carried out free of charge, unless the customer can show that the damage and/or costs have arisen resulting from intent or our glaring error.
3. We insist on the use of all legal and contractual means of defence which we could invoke, in order to refute our own liability to the customer or to any third party, also with regard to our subordinates and the non-subordinates for which we may be responsible in accordance with the law.
4. That not determined in this article does not affect our legal liability resulting from mandatory provisions of the law.

Article 6

In the case of differences between the text deposited of the present conditions and texts which are otherwise printed, translated and/or distributed, only the text deposited is valid.

Article 7

1. In deviation of that which may be determined in that regard in the general conditions referred to in article 2, the disputes between ourselves and the customer are to be tried exclusively by the competent Dutch court.
2. All legal relationships between us and the customer are subject to the law of The Netherlands.

TRANSPORT

Article 8

- 1 a. Within the scope of international transport activities the loading and unloading activities are not included in the transport.
 - b. Should the loading and unloading activities not be included in the transport within the scope of the domestic transport activities, we are not liable in this regard. The customer then indemnifies us from claims of third parties, however known and arising.
 - c. Should the loading and unloading activities be included in the transport our liability in regard to these activities is the same as our transport liability based on the General Transport Conditions 1983 as referred to in article 2 section 1 in a. of the present conditions.
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- 2 a. Should the customer present for transport container(s) with contents and such container(s) have not been loaded by ourselves, we are not liable for any damage arising from the manner of loading;
 - b. Should the customer present goods for transport that are loaded in a container and/or palletted and/or so packed that checking of the number of items and/or the contents proves to be impossible, we are not bound to the number and/or the contents as quoted by the customer and/or referred to in the delivery note.
 - c. Should no checking by ourselves be possible and/or if transport would be considerably delayed by checking, all subject to our own judgement, we are not bound to the item number and/or state of lading and/or contents, as quoted by the customer and/or referred to in the delivery note.
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3. The customer is not at any time to load more than the maximum legal loading weight of the vehicle concerned. The customer indemnifies us regarding the consequences and/or damage of and arising from excess weight respectively, should the fact be caused by or through the activity of the customer.

Article 9

The stipulations of the present article in addition to that stated in the present general company conditions, apply to all transports for which special permission or exemption of one or more authorities is required:

- a. licences or exemptions are requested by ourselves for the execution of an exceptional transport at the request of the customer. All costs connected with such a request or licence, or exemption as the case may be are for the account of the customer;
- b. we are in no way liable for a licence or exemption not being granted or not being granted correctly or not on time;

- c. Should any licence or exemption required for the transport not be granted for whatever reason the transport will not take place. The costs already made by us are to be reimbursed by the customer in such case;
- d. we shall observe the legal rules and regulations with regard to exceptional transports in addition to indications made by the authorities or public servants. Any extra costs involved will be for the account of the customer.

Article 10

The stipulations of the present article in addition to that stated in the present general company conditions, apply to all transports of goods transported in a cooled or frozen state or otherwise to be kept at a practically constant temperature:

- a. before the commencement of the transport we or our driver are to be given the opportunity to inspect, at their own discretion, the temperature at several places and the quality of the load;
- b. should the quality and/or temperature differ from that stated on the delivery note and/or other documents pertaining to the load, the same is to be stated on the delivery note with the well-founded justification for such;
- c. in the cases referred to in b. of the present article and should we or our drivers not be in the position or not be given the opportunity to inspect the load and/or to check the temperature (especially in the case of cool-containers) we are not responsible for the loss of quality and/or quantity nor for the temperature differences on delivery of the load compared to the time of loading.

Article 11

Freightage on transport

- a. The costs imposed on the freight and in addition on the goods are claimable in the case of carriage paid at the time that the dispatcher/ customer hands the delivery note to us, or at the time that we accept the assignment.
- b. Should unpaid carriage be agreed upon the addressee is obliged to pay the costs of carriage on receipt of the goods, together with the other costs owing for the transport and in addition all other costs related to the goods; should payment not be made at the first demand the dispatcher/customer is jointly and severally liable until payment is made.
- c. Should we, other than in the case of unpaid carriage, charge the costs to the addressee or a third party regarding the transport made at the request of the dispatcher or customer of the freight that are due on the freight to be paid by the addressee or a third party arising from other reasons than the transport and applying further to the goods regarding the transport made, the dispatcher/customer is obliged to pay these sums should the addressee or the third party not pay such at the first demand.

CUSTOMS

Article 12

1. Dealing with customs formalities concluded by us will be for the account and at the risk of the customer. We are only responsible for costs and damages arising from dealing with customs formalities that has been done incorrectly should the customer be able to show that there is a question of deliberate intent or gross negligence on our part.
2. The customer indemnifies us at all times for claims made to us or the customer by the authorities regarding customs dues, taxes, excise etc. on goods for which the customs formalities have been undertaken by us at the request of the customer, unless the customer can show that there is a question of deliberate intent or gross negligence on our part.
3. The above activities are always subject to the FENEX conditions as stated in article 2 section 1 subsection f of the present conditions.

CONTAINER DEPOT

Article 13

1. Unless expressly agreed otherwise only empty containers will be stored and transferred by us. We are not liable for damage to loads in containers resulting from the storage and/or transfer of containers or the retention thereof.
2. Should loaded containers be made available to us for storage or transfer by a customer or any third party this is always to occur, with regard to the load, for the account and at the risk of the customer or third party concerned.

Article 14

We are not responsible for damage however called or arising in the following cases:

- the customer or any third party presents a container for storage with incorrect details, including in particular mention of an incorrect carrier;
- a customer or any third party parks a loaded container temporarily in one of our yards without an order having been given to us for the performance of storage or transfer or without the storage activities being performed by us.

Article 15

Documents which are handed to us by customer or any third party regarding loaded containers which are parked temporarily in one of our yards will not be dealt with by us unless the customer expressly requests such in writing.

Article 16

We are not responsible for damage arising from the issue by us of an incorrect container unless there is a question of deliberate intent or glaring error on our part, in which cases our liability remains limited to a sum equal to that of the performance due to us in connection with the activities performed.

Article 17

With regard to repairs to containers carried out by us we are not liable for damage arising to the load which is transported after the repair to such a container, if the container concerned has been received by the customer without making any remarks or comments regarding the container or the repairs.

RENTAL

Article 18

Rental of machines, equipment, implements, (tank) containers, trailers, lorries and other goods is available on the following conditions:

- a. at the commencement of the agreement we undertake to place material in good condition at the disposal of the customer;
- b. the customer is obliged on receipt of the goods to inspect the same for defects and deficiencies. Should the customer make no written comments on receipt regarding the state of the goods it is considered to have received them in good condition;
- c. the customer is bound to return the rented goods at the end of the rental agreement in the same condition as they were at the commencement of the rental agreement. An exception is the wear arising from normal use of the good according to the nature for which is intended. Should the rented matter be received by us in any other state than that in which it was made available the customer is obliged to recompense us for the loss in value of the rented property and at the first request;
- d. the customer is not allowed to make the rented property available to third parties, with the exception of his employees, to rent it out, to pledge it and/or to alienate it;
- e. any necessary licences for the use of the rented property are to be obtained by the customer. On the lack of a necessary licence or licences the customer is to indemnify us regarding additional demands and/or claims (for damages) arising from the lack of such licence(s);
- f. the fuel for rented machines, implements and/or lorries is not included in the price of the rental;
- g. we are not liable for any damage, including fines levied by the authorities and (police) transactions, in view of the use of the rented property, however arising, other than resulting from deliberate intent or gross negligence on our part. The customer is to indemnify us from claims of third parties in this regard;

- h. should the customer be in default regarding the rental it is due to pay us we are entitled, without any notice of default being required, to remove the property from the control of the customer. The costs connected with such are for the account of the customer.

PRICES, TENDERS AND PAYMENTS

Article 19

1. All tenders made by us are without obligation.
2. Our prices are based on the tariffs, wages, prices etc. which apply on the date of the tender or of the entering into of the agreement or actual performance as the case may be and do not include sales tax, whether Dutch or foreign, unless stated otherwise. On the alteration of one or more of these factors, the prices are automatically amended accordingly and are binding, also with regard to agreements still in force, subject to the proviso that should the prices alter within three months of the agreement being entered into, the customer is entitled to rescind the agreement. The above applies unless expressly agreed otherwise.

Article 20

1. Our prices are based on destinations that are easy to reach or be driven to. Should it appear during the execution of the order that accessibility is not good, we are entitled to increase the prices by all the extra costs involved.
2. Invoices are considered to have been accepted and agreed with by our customer should no written objection have reached us within 8 days of the date of the invoice.

Article 21

1. The payment of the activities charged to us and for goods supplied by us or services performed by us as the case may be, are subject to that determined in sections 2 to 7 inclusive of this article, excepting that determined with regard to payment in the standard conditions stated in article 2.
2. The customer is obliged to pay the sum due within 14 days of the date of the invoice. Should payment not be made within this period the customer is obliged to pay the main sum plus interest of 4% per annum above the discount rate for promissory notes of the Nederlandsche Bank N.V..
3. The customer is not entitled to apply settlement regarding the amounts which we have charged him by virtue of any agreement made with it.
4. When we proceed to collect by legal means or otherwise due to the tardy payment of the customer, all the costs made or to be made by us together with those which are connected therewith, including extra-judicial collection charges, being of a sum of not less than 15% on the main sum, are for the account of the customer, without prejudice to that determined in section 2 of this article.

5. We are entitled to retain goods, monies and documents, the latter in the broadest sense of the word, to any other who requires delivery of such, for the account and at the risk of the customer and/or owner until all our claims due have been paid, or on redirection of the goods the sum due has been received and settled cash on delivery.
- 6 a. All goods, monies and documents which we have or may acquire, for whatever reason and with whatever destination, serve as pawn for us for all claims which we have or may acquire on the customer or the owner.
 - b. On non-payment of our claim the pawn will be sold in the manner determined by law or privately should agreement be reached on the matter.
- 7 a. The pawn can be replaced if requested, entirely at our discretion, by another equal security.
 - b. The customer can never appeal to us regarding suspension of payment which may or not have been expressly granted for past orders.

INSURANCE

Article 22

1. Insurance of whatever nature is only taken out for the account and at the risk of the customer and exclusively on written order and written acceptance. The order to insure is to include precisely the risks against which insurance is to be taken out as otherwise the order will be considered not to have been given or not to have been accepted. We remain entitled to refuse an order to insure for serious reasons.
2. The acceptance or refusal of the risk offered is made by the insurer or underwriter. We play no part in such.

District Court of Almelo
Department of trade

DEED OF REGISTRATION

On 26 January 1996

deposited at the court registry of the district court of Almelo numbered: 4/1996

one copy of THE TRADE CONDITIONS of

BOLK TRANSPORT BV
BOLK CONTAINER TRANSPORT B.V
BOLK TANK/DISTRIBUTIE TRANSPORT B.V.

all registered in ALMELO,

which above conditions replace the conditions earlier deposited numbered: 163/1992

Of which a deed was drawn up and signed by the registrar

signed G.G. NIJZINK – TEN HOVE

Identical copy
SIGNED
the registrar

Almelo

Official stamp
District Court