

# General Terms and Conditions of Den Ouden Tanktransport B.V.

## A. GENERAL PROVISIONS

These General Terms and Conditions consist of the present General Provisions module and the following separate specific modules:

- B. Transport agreements in general;
- C. Tank storage;
- D. Tank cleaning and heating.

The specific modules apply in addition to Articles 1 through 3 of these Terms and Conditions. If and in so far as the specific modules differ from Articles 1 through 3, the specific modules shall take precedence.

These General Terms and Conditions have been drawn up in Dutch and English. In the event of any dispute regarding the contents or the purport of these General Terms and Conditions, the Dutch text shall prevail.

### Article 1 – GENERAL

1. These General Terms and Conditions apply to all offers, agreements concluded, and activities, whereby Den Ouden Tanktransport B.V., hereinafter referred to as “OTT”, undertakes to transport cargo (liquid or otherwise), and to store, clean and heat cargo (liquid or otherwise) and tank containers, or to perform any other types of activities, unless explicitly agreed otherwise in writing in advance.
2. In these Terms and Conditions, the term ‘Principal’ is understood to mean any natural person or legal entity that has either concluded an agreement with OTT or wishes to do so.
3. The applicability of purchasing or other terms and conditions of the Principal is expressly rejected.
4. OTT may have all or part of the contract and the related activities performed by third parties, without this entailing that OTT can no longer rely on these Terms and Conditions.
5. If third-party approval or permission or a government permit is required to perform the work, the Principal will ensure that the required permit and/or permission is obtained in good time. This does not apply to those permits which OTT needs to have in order to operate its business.
6. The Principal shall at all times not load, or cause to be loaded, more than the legally permitted maximum load weight of the respective vehicle. The Principal indemnifies OTT with respect to the consequences of and/or damage caused by overloading, if this is caused by or because of the Principal’s actions.
7. In so far as work is not explicitly described in these Terms and Conditions (with work with regard to transport, storage, cleaning and heating being explicitly described in modules B., C. and D. and to which the specific General Terms and Conditions indicated there apply with corresponding limitations of liability), OTT shall only be liable for direct damage as a result of wilful intent or deliberate recklessness on the part of OTT and/or its board or company management employees, which wilful intent or deliberate recklessness is to be demonstrated by the Principal. At such time, OTT’s liability shall be limited per event, with a series of related events being regarded as a single event, to the amount paid out by OTT’s corporate liability insurer. If, for whatever reason, the insurer does not pay out, OTT’s liability per event, with a series of related events being regarded as a single event, shall be limited to the net price of that part of the work to which the liability relates, with an absolute maximum of € 50,000. In the case of an agreement with a term of more than one (1) year, the net price can never exceed the net price stipulated for one (1) year.
8. OTT shall never be liable for:
  - indirect loss of any kind, including consequential loss and/or
  - intangible loss

suffered by the Principal or a third party due to OTT or a person for whom it is liable under the law failing to comply with the agreement.

### Article 2 — PRICES, OFFERS AND PAYMENTS

1. All offers made by OTT are without obligation.
2. OTT’s prices are based on locations that are easy to reach or can be readily traversed. If, during the performance of the contract, it turns out that the location is not easily accessible, OTT may increase the prices with all the resulting extra costs.
3. Prices and rates are in euros, excluding landfill and toll charges, any levies and duties, VAT, clearance costs and, in the case of transport, a diesel fuel surcharge as set out in Article 4(5).
4. Without prejudice to the provisions of paragraph 3 of this article, OTT is at all times entitled to change the prices charged, on the understanding that prices already agreed can only be changed if the cost-determining factors have changed since the conclusion of the agreement and before the performance of the work.
5. The payment term is 30 days after the invoice date. Reliance on setting off claims for payment of freight, any amounts due for other reasons relating to an agreement or further costs related to the goods against claims for other reasons is not permitted.

### Article 3 — RIGHT OF RETENTION, LIMITATION/EXPIRY PERIOD AND COMPETENT COURT

1. OTT is entitled to refuse to surrender monies, goods and/or documents which OTT has in its possession in connection with the agreement and/or the activities to anyone who is entitled to delivery thereof. OTT is entitled to exercise the right of retention referred to above for that which is owed and/or will be owed to OTT in respect of the agreement concluded with OTT and/or work performed by it. All monies, goods and/or documents which OTT holds or will hold are deemed to be subject to a right of pledge as referred to in Article 3:236 of the Dutch Civil Code, as security for what the Principal owes or will owe OTT. OTT is entitled to sell the pledged monies, goods and/or documents in the manner stipulated by law or, if there is consensus in this regard, privately.
2. In so far as the applicable terms and conditions or standard terms and conditions do not provide for other limitation/expiry periods, any claim or right of action against OTT will become time-barred and expire by the mere passing of twelve months after the inception of the claim.
3. All offers, agreements concluded, and activities, as referred to in Article 1.1, are exclusively governed by Dutch law, unless mandatory legal provisions dictate otherwise. Any disputes arising from or in connection with offers, agreements concluded, and activities, as referred to in Article 1.1, shall be settled exclusively by the District Court of Rotterdam, unless otherwise prescribed by mandatory law.

## B. TRANSPORT AGREEMENTS

### Article 4 — AVC, LOADING AND UNLOADING ACTIVITIES

1. In addition to the provisions of Book 8 of the Dutch Civil Code (DCC), the General Transport Conditions 2002 (AVC), most recently amended version, as filed with the District Courts of Rotterdam and Amsterdam, apply to activities carried out in connection with a transport agreement. These conditions will be forwarded

free of charge on request. In the case of cross-border transport, the AVC supplement the CMR Convention.

2. In so far as loading and unloading activities are carried out by OTT’s subordinates or agents or by a carrier engaged by OTT, these activities take place within the framework of ‘transport’, to which the provisions of Book 8 of the DCC and the AVC 2002 are applicable at such time. This does not affect the applicability of Article 4(1)(e) of the AVC 2002.
3. The prices and rates include one (1) hour for loading and unloading together in the case of a partial load and two (2) hours in the case of a full load, unless otherwise agreed.
4. The “loading” or “unloading” starting time shall be the time at which the driver reports to the loading or unloading address as stated on the consignment note.

## C. STORAGE

### Article 5 — VOTOB TERMS AND CONDITIONS

1. The General Conditions for Tank Storage in the Netherlands (VOTOB), most recently amended version, filed with the registry of the District Courts of Rotterdam and Amsterdam, apply to tank storage activities. These conditions will be forwarded free of charge on request.

## D. TANK CLEANING AND HEATING

### Article 6 – ATCN CONDITIONS

1. The General Conditions for Tank Cleaning (ATCN), most recently amended version, filed with the registry of the District Court of The Hague, apply to activities related to the cleaning of containers, including tank containers, tanks, tanker lorries and other equipment. These conditions will be forwarded free of charge on request. At variance with the provisions of the ATCN, any disputes arising from or in connection with agreements as referred to in paragraph 1 shall be settled exclusively by the District Court of Rotterdam, unless otherwise prescribed by mandatory law.