

## **General Terms and Conditions of Tank Storage at Antwerp**

### 1. Article 1 – Application and Subject.

- 1.1. These General Terms and Conditions of Tank Storage at Antwerp govern the entirety of the legal relations between the tank storage company, its customer and all appointees or third parties that customer may make use of.

The General Terms and Conditions of Tank Storage at Antwerp are applicable to all the services of the tank storage company, including those which it supplies as a logistics service provider in the widest possible sense.

The performance and payment of all the services delivered by the tank storage company are subject to these general terms and conditions. No departure whatsoever from these general terms and conditions is allowed, unless such departure is expressly stated in writing by the tank storage company.

- 1.2. The general terms and conditions of operation of the customer are expressly excluded regardless of their form and content.
- 1.3. The tank storage company has the right to terminate these general terms and conditions unilaterally and without prior notice, without this being able to give right to any form of compensation whatsoever. Amendments also apply in respect of agreements already reached. Amendments take effect one month after their notification by means of a written communication. Should the customer not wish to accept the amendments to the general terms and conditions, the tank storage company has the option of either terminating the contract by registered letter within the period of fourteen days following said notification, or of continuing the contract subject to the understanding that it will then be governed by new terms and conditions should no notice of termination be given.

### 2. Article 2 – Undertakings of the customer.

- 2.1. Prior to the signing of this contract, the customer will provide – among other information – the tank storage company with the following written information:

- a correct and accurate description of the goods by type, quality, condition and hazard class (explosive, flammable, oxidizing, corrosive, toxic, radioactive, vapour pressure, etc.)
- all instructions and information useful for the satisfactory handling and conservation of the goods such as flash point, freezing point, solidification point, product temperature, dew point, discolouration, moisture tolerance, polymerization conditions, and all other details that are relevant to the storage or handling of the goods in terms of regulation or otherwise.

- 2.2. The customer agrees to entrust the tank storage company to the exclusion of all others with the handling, storage and processing of the goods which are the subject of the contract unless agreed otherwise.
- 2.3. The customer agrees to provide all instructions and communications relating to the goods which are the subject of the contract and all matters relating to the reception, release, storage and handling in writing and at least 72 hours in advance (not including Saturdays, Sundays and public holidays).
- 2.4. The customer guarantees that the goods conform to all obligations imposed by the REACH regulations (as set out by Regulation 1907/2006 of the European Parliament and Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals).

The customer will communicate all required information to the tank storage company, including the registration number of the products such as communicated by the European Chemicals Agency established by the REACH Regulation.

The customer will hand over all the required documents including those relating to the safety data concerning the products. In the event that the customer fails to comply with the above the tank storage company will be authorized to refuse to store and handle the goods, or to terminate the immediate operation of the contract without any notice whatsoever. In such cases the customer is required to hold the tank storage company free and to indemnify same for all claims, costs and fines that the tank storage company might incur in consequence of the non-compliance with the provisions of REACH by the customer.

The tank storage company reserves all rights in respect of the customer and maintains these undiminished.

- 2.5. The customer declares that the goods are not of a nature to cause direct or indirect harm to the tanks, the pumping lines, the pumps or to any other part of the installations of the tank storage company or to the other goods stored there.
- 2.6. The customer declares that he has been given the opportunity to inspect the tanks, pipelines, pumps and every other relevant part of the installations of the tank storage company prior to the contract, upon the reception of the goods, as well as thereafter. In the absence of any written objection prior to the contract or reception of the goods, the foregoing are held to have been found to be suitable, clean and in a good state of maintenance.
- 2.7. The customer agrees to ensure that upon the reception and release of the goods this can take place on time and without delay. The customer undertakes to provide for the required handling and transport facilities and to make these available effectively, in good time and at his own risk and liability on the site of the tank storage company. The customer agrees to ensure that these facilities conform to all requirements of suitability, utility, and all technical and regulatory provisions.
- 2.8. The customer undertakes upon every release of the goods and for the very last time upon the termination of the contract, to make the tanks, pipelines, pumps and every part of the installations that he has used available again in the same condition as that in which they were upon the reception or at the start of the contract. The customer undertakes in consultation with the tank storage company to clean same and to remove all goods, waste and all flushing agents at his own risk, expense and liability. Should no agreement otherwise have been made with the customer, the tank storage company has the right to remove the wastes in accordance with regulation at the risk and for the account of customer, whereby nothing in the foregoing in any way diminishes the provisions set out in Article 12 (Guarantees).

3. Article 3 – Loading, discharging and handling.

Unless otherwise agreed between the tank storage company and the customer, the goods are received and released at the expense, risk and liability of the customer, using the customer's own provisions and means, including the customer's pumps and power and all other means made available by him and which must ensure that the reception or release of the goods proceeds in a professional, continuous, fast and effective manner in accordance with the regulations.

Should the reception or release take longer than is technically usual for the volume and nature of the consignment, the tank storage company is entitled to demand the termination of the operations and the vacation of the loading and/or unloading bay. Should such an instruction not be immediately complied with, the customer will be liable to the tank storage company for compensation, among other things because of the immobilization of the facilities. The loading and discharging of goods takes place in the order determined by the tank storage company and in accordance with its directions. The stowage and loading of the goods takes place at the risk and subject to the responsibility of the customer.

4. Article 4 – Overtime.

4.1. It is agreed between the customer and the tank storage company that all quoted rates and prices apply to those services performed by the tank storage company during normal working hours and not on Saturdays, Sundays, public holidays or holidays given in lieu of same.

4.2. Overtime performed at the request of or in the interests of customer by carriers or third parties, among others, relating to the reception or release of the goods - for example for the completion of loading or discharging works for ships and other means of transport that has already been commenced - will be the subject of an additional charge to the customer as set out in the supplements and rates agreed in the storage and handling contract.

The tank storage company will inform customer of this by telephone, email, fax, or by any other means, whenever such is physically possible.

5. Article 5 – Measurements, nature and condition of the goods.

5.1. The customer discharges the tank storage company from testing the goods for conformity to description, nature and condition.

5.2. The customer has the right in consultation with the tank storage company and at his own expense, risk and responsibility to cause checks to be carried out on the goods and the operations conducted on them in the installations of the tank storage company.

5.3. The volumes discharged from or loaded into seagoing vessels and barges are determined from the difference between the measurements made before and after the operation in the shore tanks. The weight of the load of road tankers, tank containers and rail tankers is determined from the difference in their weight before and after loading or discharge as indicated by the weighbridges of the tank storage company or by means of liquid meters certified by the customs and excise service.

5.4. When the customer does not supervise these measurements or weighings or cause them to be supervised, the quantities determined by the tank storage company will be binding on both parties.

6. Article 6 – Liability of the customer.

6.1. The customer accepts full liability for all harm, both direct and indirect, including loss of profits, that may be the consequence of any non-compliance by the customer with any obligation or undertaking provided for by this contract and in these general terms and conditions.

6.2. The customer must also hold the tank storage company free from all claims that may be made by third parties by reason of material loss, physical injury, or in any other form whatsoever against the tank storage company in consequence of any breach by the customer of any undertaking recorded in the contract and in these general terms and conditions.

6.3. The customer is held to be jointly and severally liable with all third parties to whom he turns or whom he makes use of in respect of the tank storage company for all harm, whether direct or indirect, caused by any reason whatsoever to the latter, and which might be caused by the customer and said third parties.

7. Article 7 – Liability of the tank storage company.

The undertakings of the tank storage company are an undertaking to perform to the best of its ability. The tank storage company can only be held liable for harm to or loss of the goods when the customer shows that such is due to the error of the tank storage company or its agents. Liability for consequential damage in the form of loss of profits, payroll expenses, taxation and other imposts, the costs of delay (including demurrage) among other things is excluded. The tank storage company can furthermore not be held liable by the customer for harm to goods that should be the object of goods insurance as set out in Article 9 (Goods Insurance).

Should the contractual or extra-contractual liability of the tank storage company be proven, its liability is limited to the market value on the day of the loss of the goods that were harmed or lost without prejudice to the right of the tank storage company to compensate the loss in kind either by replacing the goods with goods of the same kind and quality, or by restoring the goods to their former condition.

Nonetheless the liability of the tank storage company is limited to a sum of no more than € 500.00 per ton of lost or damaged goods and may in no case exceed more than € 500,000.00 per loss. The amount that the customer receives in the context of this limited liability may, however, not be more than his proportional share of the various claims that may arise from a single loss, and such as this might be claimed by the customer or together with other customers.

8. Article 8 – Force Majeure and Exoneration.

The company is relieved of all liability for the following, whereby this list is by no means exhaustive :

- indirect loss such as among other things waiting times, demurrage, business losses, etc.;
- all losses before and after the period the tank storage company has the goods in its care;
- force majeure;
- third party error;
- concealment or false declaration by the customer or third parties;
- damage to the goods covered by the goods insurance as set out in Article 9 (Goods Insurance);

Every form of force majeure releases the tank storage company from its liability. By force majeure is understood all events that occur independently of its will. These include by way example strike, war, lock out, riot, mobilization, epidemic, disease, fire, change of transport rates, customs rates, measures of government in general, late delivery, third party strikes, bankruptcies of third parties, labour shortage, fuel shortage, destruction of the storage facilities or parts of same.

9. Article 9 – Goods Insurance.

The customer undertakes to cause the goods and his liabilities pursuant to the contract and these general terms and conditions to be insured against all risks with waiver of recourse by the insurer and the customer himself against the tank storage company except in those cases set out in Article 7. The customer agrees to submit the relevant insurance cover notes to the scrutiny of the tank insurance company.

10. Article 10 – Payment.

All invoices and all sums owed by customer to the tank storage company are payable immediately in the offices of the tank storage company at Antwerp. In the event of overdue payment compensatory interest at 2% above the discount rate (Euribor 3 months) is incurred by action of law and without formal notice of default.

The customer and the tank storage company are free to contract otherwise.

In addition the customer will be liable to the tank storage company by way of contractually agreed and irreducible compensation for a sum of 10% of the amount of the invoice for collection costs and financial disruption, without prejudice to the right of the tank storage company to prove the existence of a greater loss.

11. Article 11 – Charges, taxes and advance payments.

The customer undertakes to assume all current and future charges and taxes on the storage or the handling of the goods in the tank storage company for his own account. A commission of 2% a month will be charged to the customer for all advance payments, charges, deposits, sureties and similar provisions paid by the tank storage company.

12. Article 12 – Guarantees.

The customer grants the tank storage company a right of retention and a lien in accordance with the provisions of Section 1948 of the Civil Code and the Law of May 5<sup>th</sup> 1872 (Law on the Sale of Pledge) by way of guarantee for all his undertakings and the payment of all sums incurred by reason of same.

Should the customer default any undertaking to pay, the tank storage company is given the right to proceed to a sale of pledge procedure.

13. Article 13 – Right to dissolve the contract.

The tank storage company has the right to declare the contract with the customer either wholly or partly dissolved without the intervention of the courts as of right and without formal notice and/or to suspend its obligations arising from it, without prejudice to its right to compensation for loss, if:

- the customer fails to perform his obligations, and in particular his obligation to pay;
- there are good reasons to fear that he will fail in the performance of his duties as set out in these general terms and conditions and formal notice of default has been sent to him within the required period of time;
- the other party has been declared to be in a state of bankruptcy, or in a state of suspension of operations, liquidation, whole or partial transfer, whether by way of bond or otherwise, of this business, including the transfer of a significant part of his receivables.

14. Article 14 – Tank Inspection, Claims and Expiry.

14.1. Costs arising from any inspection of the tanks required by law, regulation or necessity, in the form, but not exhaustively, of any of the following, cleaning, waste processing, tank rental, etc., are to be borne by the customer.

14.2. The customer shall in the event of any harm to and/or loss of the goods or of any other form of loss, immediately communicate this to the tank storage company and invite the latter to a survey in the presence of all parties.

14.3. Every claim by customer in respect of the tank storage company expires should the visible loss not be communicated to the tank storage company in writing immediately at the time of the release or delivery of the goods and in the event of invisible loss within 24 hours thereafter or should the nature and extent of the loss not be determined in a survey in the presence of all parties.

Every claim by the customer in respect of the tank storage company expires irrevocably and unconditionally should no proceedings be instituted before the competent Court within a period of six months following the release of the goods, or should such a time have been earlier, within a period of six months following the date of the loss.

15. Article 15 – Competent Courts.

All disputes relating to the performance and interpretation of this contract will be submitted to the competent Courts at Antwerp and will be settled pursuant to Belgian Law, notwithstanding the sole and exclusive right of tank storage company to submit the dispute to another jurisdiction of his choice.

16. Article 16 – General Data Protection Regulation (GDPR)

For the responsible handling of your personal data we refer to our GDPR-charter on our website <http://www.adpo.com/ADPO/EN/downloads.php>