

GENERAL TERMS & CONDITIONS

of Claessen Tankcleaning Venlo BV

Filed with the Chamber of Commerce for Limburg under number 12046365.

Article 1. Applicability

- 1.1 The definitions below are used in these General Terms & Conditions.
- "Claessen": Claessen Tankcleaning Venlo BV, listed in the Dutch trade register under number 12046365 or any affiliated company.
 - "service" or "services": services offered or delivered by Claessen with respect to the cleaning of vehicles and equipment in the broadest sense of the word.
 - "Client: the legal entity or natural person granting Claessen an assignment for the delivery of services.
- 1.2 These conditions apply to all offers to and/or agreements with a Client by Claessen as well as the performance thereof.
- 1.3 These conditions exclude the applicability of any general terms & conditions of any Client or potential Client.
- 1.4 The Client can only appeal to provisions deviating from these conditions if and insofar as explicitly accepted by Claessen and recorded in writing.

Article 2. Offers, assignments and agreements

- 2.1 All offers by Claessen are free of obligation. Assignments and the acceptance of offers by the Client are irrevocable.
- 2.2 Claessen is first bound on accepting the assignment in writing or commencing with the performance thereof.
- 2.3 The Client will within 2 days of the date of the confirmation of assignment by Claessen report any errors therein in writing to Claessen, failing which the confirmation of assignment will be regarded as a full and correct reflection of the agreement, to which the Client is bound.
- 2.4 Verbal commitments by or agreements with its personnel are only binding on Claessen following written confirmation thereof.
- 2.5 These general terms & conditions apply integrally to any changes to the agreement.

Article 3. Information and indemnification

- 3.1 The Client guarantees the correctness, completeness and reliability of the information provided by or on its behalf to Claessen. Claessen is not obliged to verify the correctness, completeness or reliability

of received information

- 3.2 Claessen is first bound to (further) performance of the assignment after the Client has provided all the information required by Claessen. The Client will in any event provide the following information:
- Last transported load
 - Remaining rest load and the quantity thereof
 - Desired cleaning method
 - Any other (special) instructions regarding cleaning
- 3.3 The Client will on request submit a title of ownership to the equipment, trailer and/or vehicle subject to cleaning. If the Client is unable, at first request, to provide title of ownership to the equipment, trailer and/or vehicle subject to cleaning, the Client will forfeit to Claessen a penalty of EUR 2,000, without prejudice to the rights of Claessen under Article 3.6 and law.
- 3.4 If Claessen is not provided or is not provided timely with the information required under the terms of the agreement or the Client otherwise fails to fulfil its obligations, Claessen will also be entitled to charge the loss and costs resulting therefrom.
- 3.5 The Client will at the request of Claessen complete a(n) (assignment) form and return a signed copy thereof to Claessen.
- 3.6 If and insofar as Claessen suffers any direct or indirect losses, or is faced with penalties or claims by third parties (including governments and supervisory authorities) in connection with information provided by the Client, or if the requested titles of ownership cannot be submitted, the Client will indemnify Claessen against those penalties and/or claims as well as any other loss incurred by Claessen.

Article 4. Intellectual property

- 4.1 All intellectual property rights regarding the services and the names thereof, as well as everything developed, produced or provided by Claessen will fall to Claessen. The Client will not infringe upon the intellectual property rights of Claessen.

Article 5. Prices

- 5.1 Prices and/or fees stated by Claessen or agreed with Claessen are quoted exclusive of VAT and other government levies.
- 5.2 If Claessen provides additional services for which no explicit price is laid down in the agreement, it is entitled to charge a reasonable fee for such.
- 5.3 If following the offer and/or conclusion of the agreement a change occurs to cost-determining factors, including taxes, excise duties, exchange rates, wages, the prices of goods and/or services (whether or not acquired by Claessen from third parties), Claessen is entitled to adjust the prices accordingly.

Article 6. Delivery

- 6.1 The delivery periods or dates stated by, and agreed with, Claessen are an approximation and not regarded as fatal deadlines. An overrun of the delivery time does not oblige Claessen to pay compensation and does not entitle the Client to cease or suspend the performance of its obligations under the agreement. The Client is, however, entitled to terminate the agreement if and insofar as

Claessen fails to perform the agreement within a reasonable period of time indicated by the Client. Claessen will not owe any compensation in that case.

- 6.2 The delivery time is based on the working conditions applicable at the time of conclusion of the agreement and on timely delivery of the goods and/or services required by Claessen for the fulfilment of the agreement. If any delay arises as a result of any change to working conditions and/or late delivery of the goods and/or services required by Claessen, the delivery time will, insofar as necessary, be extended accordingly.
- 6.3 The delivery time will be extended by the term of the delay on the part of Claessen as a result of non-fulfilment by the Client of any obligation under the agreement or of any request for cooperation in performance of the agreement.
- 6.4 Claessen is authorised to perform an agreement in parts and to demand payment of any performed parts.
- 6.5 Delivery will take place ex works Claessen at the time that the cleaned object is separated for the Client. Transport and delivery always take place for the risk and account of the Client.
- 6.6 If the Client fails to collect the cleaned object or fails to do so on time, the object will be stored for the risk and account of the Client for as long as Claessen considers such desirable and/or necessary.

Article 7. Force majeure

- 7.1 If Claessen is hindered by force majeure to fulfil the agreement, it is entitled to suspend the performance thereof. The Client will in that case have no right to the compensation of loss, costs or interest.
- 7.2 Force majeure includes: war, war risks, industrial action, fire, accident or disease on the part of personnel or management, disruptions of operations, stagnation in transport, entrance by statutory provisions and any other circumstances that are not exclusively under the control of Claessen.
- 7.3 In case of force majeure, Claessen is entitled to dissolve the unperformed part of the agreement by means of a written statement. If the force majeure lasts longer than 2 working days, the Client is also entitled to dissolve the unperformed part of the agreement by means of a written statement.
- 7.4 If Claessen on the coming into effect of force majeure has already fulfil part of its obligations or can partly fulfil these, it is entitled to separately invoice the delivered or deliverable part, whereby the Client is obliged to pay said invoice as if it were a separate agreement.

Article 8. Guarantee and complaints

- 8.1 Claessen guarantees the soundness of its delivered services in accordance with what the Client may expect under the agreement. A cleaned object will in any event be regarded as soundly cleaned if an inspection from the manholes shows the absence of any visible traces or odour of the last product or the cleaning agent, in accordance with the EFTCO definition. Barring explicit agreements with Claessen, Claessen is deemed not to be familiar with the intended new load and any special cleaning requirements that may apply. The Client is therefore not entitled to expect that the service performed by Claessen is adequate in all cases and/or may be regarded as a guarantee for transport of the intended new load and should therefore take into account that contamination that is not initially detectable may be present or have remained behind in the

cleaned object after cleaning.

- 8.2 If any service provided by Claessen proves to be incomplete or unsound, it will deliver the service anew or apply a reasonable price discount, such to be determined exclusively at the election of Claessen.
- 8.3 The Client will, either directly or indirectly, inspect the delivered services immediately after delivery and thus before the cleaned object leaves the site of Claessen, on pain of the loss of any right to complaint and/or guarantee.
- 8.4 The Client will immediately notify Claessen of any complaints about services and/or the performance of the agreement that it has or should have discovered during the inspection. Failing a timely complaint, all claims against Claessen will lapse.
- 8.5 If the Client files a complaint, it will offer Claessen the opportunity to perform an inspection to determine the shortcoming, on pain of the loss of any rights to fulfilment, repair, dissolution and/or compensation.
- 8.6 Any rights to guarantee or complaint will lapse if the cleaned objects are transported, treated, used or stored by or on behalf of the Client in an unsound manner or contrary to the instructions of Claessen, or if the customary measures/regulations are not observed, or if the Client fails to properly or promptly fulfil any obligation to Claessen under the agreement.
- 8.7 After ascertaining a shortcoming in a service, the Client will take all necessary measures to prevent or limit the loss, explicitly including the immediate cessation of the use of the cleaned object.
- 8.8 The client will inform Claessen in writing of any errors in invoices from Claessen within 8 days of the invoice date, failing which the Client is deemed to have approved the invoice.
- 8.9 Complaints will not suspend the payment obligations of the Client.

Article 9. Advice

- 9.1 Claessen strives by means of its advice and other provision of information to achieve the intended results, but does not guarantee such. Any advice and information (e.g., regarding quality, capacities and/or results) provided by Claessen is thus free of obligation and non-binding.
- 9.2 The advice given by Claessen is intended exclusively for the Client. Third parties can derive no rights therefrom.
- 9.3 Barring the prior written permission of Claessen, the Client is not permitted to publish the content of advice by Claessen or to otherwise make such available to third parties.
- 9.4 The Client will respect the confidential nature of all advice, quotes and other information provided by Claessen and will only use such for the purpose for which the advice, quotes and other information is intended.
- 9.5 Claessen accepts no liability for any direct or indirect loss, in whatever form or under any heading whatsoever, except in case of intent or gross negligence on the part of Claessen ensuing from the provision of advice and/or information as referred to in Article 9.1. The Client indemnifies Claessen against all third-party claims in this respect.

Article 10. Payment

- 10.1 Unless agreed otherwise in writing, the invoices of Claessen will be paid within 14 days of the invoice date in the currency and manner as indicated on the invoice.

- 10.2 Claessen is at all times entitled to demand full or partial advance payment and/or other security.
- 10.3 In case of late payment, the Client will without requiring further notice of default owe an annual interest on the outstanding amount equal to the statutory interest plus 3%, calculated from the due date up to and including the date of payment, whereby part of a month will be counted as a full month.
- 10.4 All collection costs are for the account of the Client. The extrajudicial collection costs are set at a minimum of 15% of the collectible amount, with a minimum of EUR 250.
The entire invoiced amount is immediately claimable in full in case of late payment of an agreed instalment on the due date, and if the Client is declared bankrupt, applies for a (provisional) suspension of payment, is admitted to the statutory debt rescheduling scheme (WSNP) and/or when any attachment is imposed on the goods and/or claims of the Client. The Client will immediately inform Claessen when one of the aforementioned situations
- 10.5 arises.
- 10.6 Payments made by the Client will always first serve to settle the costs due, followed by the outstanding interest and oldest outstanding invoices, even if the Client states that the payment relates to a later invoice.
- 10.7 The Client waives any rights to set off. Claessen is at all times entitled to set off any amounts owed to the Client against amounts, whether or not due, owed by the Client and/or its affiliated businesses to Claessen.

Article 11. Right of pledge and retention

- 11.1 Claessen has a right of pledge and retention to all goods and documents that it has acquired or will under acquire under any heading whatsoever, as security for all claims that it has or may acquire against the Client. Claessen can exercise the right of pledge and retention against any party demanding release of such goods or documents.
- 11.2 Claessen can also exercise the rights referred to in Article 11.1 with respect to that which the Client may still owe Claessen in connection with preceding and/or already performed and assignments.
- 11.3 Claessen accepts no liability for losses incurred by the Client as a result of the wrongful exercise by Claessen of the rights referred to in Article 11.1 if the Client has failed to provide the title of ownership to the relevant goods and/or services.

Article 12. Cancellation

- 12.1 The Client is not entitled to cancel an assignment. If the Client nevertheless, cancels an assignment in full or part, it will compensate Claessen for all reasonable costs incurred with a view to performance of the assignment, the work by Claessen and the loss of profit by Claessen, plus VAT.

Article 13. Liability

- 13.1 Other than provided for by these conditions, the Client has no claim against Claessen on grounds of defects in or with respect to the services provided by Claessen. Claessen thus accepts no liability for direct and/or indirect loss, including consequential loss (loss of income, stagnation loss, etc.), damage to goods in custody, the loss or contamination of a new load and any other form of loss arising from any cause whatsoever, except in case of gross intent or negligence on the part of

Claessen.

- 13.2 Claessen also accepts no liability in the aforementioned sense for actions by employees or other persons that fall under its risk, including (gross) negligence or intent by those persons.
- 13.3 Claessen also accepts no liability for any recommendations or advice given to the Client, irrespective of howsoever provided or formulated.
- 13.4 In all cases in which Claessen is held to pay compensation, such will never exceed the invoiced value (excluding VAT) of the provided services that led to the loss. If the loss is covered by the business liability insurance of Claessen, the compensation is maximised at the amount paid out by the insurer in that case, plus the amount of the deductible under the policy.
- 13.5 Except if recognised by Claessen, any claim against Claessen will lapse on the simple expiry of 12 months after the claim has arisen.
- 13.6 The accessing of a cleaning area by any employee, auxiliary person and other person on behalf of the Client is always for own risk and account. The Client will indemnify Claessen against all third-party claims in this respect.
- 13.7 If Claessen decides to exercise its right to suspension or dissolution on the basis of the facts and/or circumstances known to it at that time, whereby it is later irrevocably established that such right has been wrongly exercised, Claessen accepts no liability and is not held to pay any compensation except in case of intent or gross negligence on its part.

Article 14. Representation

- 14.1 If the Client acts on behalf of one or more other parties, it is liable to Claessen as if it were the Client, irrespective of the liability of those other parties.

Article 15. Final provisions

- 15.1 The nullity or voidability of any provision of these conditions or of agreements to which these conditions apply does not affect the validity of the other provisions. Claessen and the Client will replace any provisions that are invalid or voided with valid provisions that have the same purport as much as possible as the invalid or voided provision.
- 15.2 Claessen provides its services in Venlo, the Netherlands.
- 15.3 The Dutch text of these terms and conditions will take precedence over any translations thereof.
- 15.4 All agreements concluded by Claessen as well as the performance thereof are governed exclusively by Dutch law.
- 15.5 All disputes between Claessen and the Client will exclusively be adjudicated by the competent court in the district of Limburg, the Netherlands, unless another Dutch court has jurisdiction on the basis of mandatory law. In deviation herefrom, Claessen is entitled to bring action before the court of the place of establishment of the Client.