

**GENERAL TERMS AND CONDITIONS**

1. These general terms and conditions shall apply to any agreements of any nature whatsoever concluded with VAN DE POL NV (also referred to hereafter as: the storage company), unless written and expressly derogating or additional terms and conditions have been agreed. If Van de Pol NV has agreed specific terms and conditions with the principal regarding certain points, then the provisions of these general terms and conditions shall remain in full force for all the other provisions. Any terms and conditions declared applicable by the principal or by others shall not bind Van de Pol NV, unless expressly accepted in writing. Supplementary amendments and/or more detailed arrangements shall only be effective if they have been expressly agreed in writing.
2. Any agreements, tenders and prescriptions relating to storing, safekeeping, treating and delivering goods must be laid down in writing. The storage company shall only be bound by oral or telephone statements or arrangements if these are followed by immediate written confirmation, unless there is an agreement to the contrary.
3. Tenders of goods and prescriptions relating to storage, safekeeping and treatment shall need to take place or, as the case may be, shall need to be provided, accompanied by the statement of the correct and full written description of the goods, such as, for example, the value, number of packages, gross weight and any details of such a nature that the agreement would not have been concluded or would not have been concluded under the same terms and conditions if the storage company had known of the true state of affairs. If goods are subjected to customs and excise provisions or to tax prescriptions or other regulations by the government, the principal must provide in good time any necessary information and documents relating thereto to enable the storage company to make the relevant statement to comply with the provisions or prescriptions.
4. Any freight, returns, taxes, rights, contributions, levies, fines and/or other charges or costs, under any denomination whatsoever, concerning or relating to the goods, which must be paid upon arrival or thereafter, shall be at the expense of the principal and must be paid, or, as the case may be, reimbursed, by the latter whenever the storage company so requests, which may or may not be by advance payment, regardless as to whether or not such goods are on the site or, as the case may be, they have in the meantime left the site.
5. The principal shall be liable vis-à-vis the storage company and/or third parties for damage arising from incorrect and/or fraudulent and/or incomplete descriptions, indications or statements, and for any damage pursuant to defects to the goods, which were not reported in advance, and/or to the packaging, also if such damage was caused through no fault of the principal. The principal shall be liable for any damage pursuant to the fact that he, she or it did not state the weight or stated it incorrectly.

The principal shall also be liable for any damage caused by not complying, not complying in good time or not properly complying with any obligation imposed on him, her or it by these terms and conditions or by a separate agreement concluded between the storage company and the principal, to the extent that an arrangement was not already included in these terms and conditions. Without prejudice to the above provision, the principal shall indemnify the storage company against claims by third parties or for compensation for any damage paid or owed by third parties or paid or owed to third parties, including subordinates of both the storage company and of the principal, which damage is related to the nature or state of the stored goods.

6. The storage company shall be entitled to refuse a storage and/or safekeeping assignment without giving reasons. If the storage company has accepted the assignment, the agreement can only be terminated with the permission of both parties.

7. If the storage company is not given the instruction to do so, it is not obliged to weigh or to measure. The storage company shall be at liberty to weigh and to measure the goods for verification purposes. In such case, if the storage company constitutes that the weight or the dimensions deviate from those stated, then the costs for weighing and/or measuring are at the expense of the principal. However, the storage company shall only be liable for establishing the weight and/or dimensions if the goods are weighed and/or measured as instructed by the principal. A package shall be opened for the purposes of examining its contents only at the request of the principal, yet the storage company shall have the authority to do so at all times, even though it is not mandatory, if it suspects that the contents have not been stated correctly. If the examination shows that the contents deviate from what was stated, the principal shall be liable for the examination. The storage company shall never be responsible for the description and/or the statement regarding the goods taken on for safekeeping.

8. Delivery and reception of the goods by the storage company shall take place by the fact that the principal submits the goods and that they are received by the storage company at the place where they shall be stored.

9. Unless there is an indication to the contrary, goods must be packed in a fit and proper state and delivered to the storage company in a fit and properly packed state. If, upon arrival, the object that was sent to the storage company is in an externally visibly damaged or defective state, then the storage company shall be entitled to protect its interests vis-à-vis the transporter or any other persons at the expense and risk of the principal, and to ensure that it has evidential proof, yet the principal shall not be able to derive any right whatsoever vis-à-vis the storage company from the manner in which the storage company executed its task. The storage company may at any moment whatsoever remove or, as the case may be, render harmless in any other manner, goods which it received for storage and which a due and diligent storage company would not have wanted to accept for that purpose if it had known that they could cause danger after they had been received. The storage company shall not owe any compensation for damages whatsoever in such a matter and the principal shall be liable for any costs and damage for the storage company, which is pursuant to the delivery for storage, to the storage as such or to the measures. By taking measures, the agreement shall be terminated with regard to the objects stated there, yet if they are still delivered, only after delivery.

10. If the principal communicated to the storage company that a certain quantity of goods shall be delivered to the storage company for storage and/or at a certain time, or, that the goods to be delivered shall be fetched in a certain quantity and/or at a certain time and if, in such a case, the principal does not deliver or, respectively, does not receive the goods in good time and regularly, the principal shall be obliged to pay the costs generated for the storage company as a result thereof because the storage company ordered and/or deployed workers and tools to execute the respective assignment and these were not used at all or were not put to full use.

11. Goods must be delivered to and fetched from the storage place during the working hours applicable to storage company staff. If the principal wants the activities to be performed outside normal working hours, the storage company shall be at liberty to allow this or to disallow it. The principal shall be liable for additional costs generated by working outside normal working hours.

12. Unless there is an agreement to the contrary, the storage company shall be free to choose the storage place. The storage company shall at all times be authorised to relocate the goods to another storage place.

13. All acts and working activities shall take place at the expense and risk of the principal. The storage company shall not be liable for any damage. If there is any damage and/or loss pursuant to theft accompanied by breaking and entering, the storage company shall be regarded as having applied adequate care if it has provided a proper fence for the storage place. Liability on the part of the storage company shall be excluded for damage which may be related to the storage of goods that are stored on an open site, goods that can only be stored on an open site or goods which the storage company stores on an open site as a matter of course. In all cases, the liability of the storage company shall be confined to SDR 2 per kilogramme damaged or per gross weight loss, with a maximum of SDR 100,000 per incident or series of incidents having the self-same damage cause. The damage to be compensated for by the storage company shall never amount to more than the invoice value of the goods, which must be proven by the principal.

14. The safe-keeping storage company must be instructed regarding any work which the principal wants done, such as sampling, treatment, care, re-packaging, stacking, package splitting, weighing, etc. and delivery, at the payment rates and subject to the conditions applicable for such purposes.

15. Unless this was expressly agreed with the principal in writing, the storage company shall not be obliged to provide for any insurance of the goods.

16. All prices shall be based on cost factors, taxes, exchange rates, etc. applicable at the time at which the offer or, respectively, the confirmation, is made. Changes thereto shall entitle VAN DE POL NV to charge these or, as the case may be, to cancel the offer or declare all or part of the agreement cancelled, without judicial intervention or obligation to pay compensation for damages. At the anniversary of the agreement, VAN DE POL NV can adjust the prices according to the consumer price index, where the base index is the one for the month preceding the month in which the agreement was concluded.

17. All invoices shall be presumed to have been accepted if they are not disputed by registered letter within eight days after they have been received. All VAN DE POL NV invoices shall be payable in cash at its registered office and shall be due and payable in full on invoice date plus thirty days. If actual payment has not been made on such day, interest of 1.5% per month on the full invoice amount shall run *ipso jure* and without notice of default as from invoice date until the date on which full and actual payment is made. If payment is not made in good time, the principal shall also owe compensation for damages in the amount of 20% of the total sum, with a minimum of EUR 62.00 and a total maximum cut-off at EUR 2,500.00, *ipso jure* and without notice of default.

18. The storage company shall have a pledge right and a right of retention, vis-à-vis anyone who requests delivery thereof, to all goods, documents, and monies which the storage company has or shall acquire for any reason whatsoever and having any destined use whatsoever, to any claims that it has or might acquire at the charge of the principal and/or owner thereof. The storage company shall also be able to exercise the rights that it has been allocated in the previous sentence for what the principal still owes it relating to previous assignments.

19. The storage company shall be entitled, without respecting any formality regarding the place or the manner, and subject to the terms and conditions that the storage company deems fit, to (have someone) sell the goods entrusted to it and, from the proceeds thereof, to pay itself any amounts that the principal owes to the storage company if the principal is in default of taking back the goods that it entrusted to the storage company after the agreement was terminated or at the time agreed or communicated to the storage company or at any other time in the case of urgent reasons.

20. Transfer or transition of ownership of goods present at the storage company or, respectively, the transfer or transition of the right to delivery thereof by a principal to a third party shall be null and void vis-à-vis the storage company and shall have no legal consequences vis-à-vis the storage company, neither shall this be recognised by the storage company, unless all the claims that the storage company has on any grounds whatsoever vis-à-vis the original and/or transferring principal have been paid.

21. Access to and information on goods for which proof of storage has been issued shall only be given if the respective proof of storage is shown.

22. VAN DE POL NV shall be entitled to declare that the agreement or a part thereof is terminated, without the requirement of any notice of default or judicial intervention and to claim any damage already suffered and to be suffered by VAN DE POL NV in the cases where the principal: (-) does not observe any obligation on the grounds of the agreement concluded with us or pursuant to these terms and conditions (-) requests payment deferment (-) is declared to be in a state of bankruptcy or is placed under administration (-) transfers or liquidates his, her or its company (-) terminates in an irregular manner (-) prevents the agreement by VAN DE POL NV from being executed. The compensation for damages shall amount to at least 20% of the total order.

23. Any disputes shall be exclusively filed with the Courts of the Judicial District of Turnhout. Belgian law shall apply exclusively to agreements with the principal.

24. These terms and conditions shall be enforceable vis-à-vis the principal, even if his, her or its mother tongue is not Dutch. A translation into the mother tongue of the principal shall be provided to him, her or it whenever he, she or it so requests.