

RRF – GENERAL TERMS AND CONDITIONS OF SALE

1. APPLICABILITY

1. In these general terms and conditions of sale, the following phrases shall have the following meanings:

- a. “Agreement”: an agreement including the General Terms and Conditions for the provision by RRF of Services to the Principal;
- b. “General Terms and Conditions”: these general terms and conditions of sale;
- c. “Tender”: any tender submitted by RRF to the Principal for the provision of Services, including information about the Services such as prices, time schedules, etc.;
- d. “Services”: any service or services and/or a part or parts thereof, including but not limited to processing and preparing freight trains at port locations, as RRF offers to or performs form, or has offered to or has performed for on behalf of the Principal. “Services” is also understood to include any product or all products, any spare part or spare parts of a product or products that RRF offers, sells or provides or has offered, sold or provided to the Principal;
- e. “the Principal”: any natural or legal person with whom RRF has entered into an Agreement or with whom RRF intends to enter into an Agreement;
- f. “RRF”: Rotterdam Rail Feeding B.V., having its registered office in Dordrecht, the Netherlands, and its place of business at Stationsplein 4H, 3331 LL Zwijndrecht, the Netherlands, as well as all of its affiliated group companies.

2. The General Terms and Conditions apply to and are a part of every Tender and every Agreement. The General Terms and Conditions also apply to all pre-contractual situations between RRF and the Principal, including negotiations and requests by the Principal for a Tender, as well as any consequence, expansion, repetition or subsequent arrangement ensuing from a Tender and/or an Agreement.

3. Any general terms and conditions proposed by the Principal, either regarding a purchase or otherwise, shall not apply, are emphatically rejected and shall not be binding unless and to the extent that RRF has specifically accepted such in writing.

2. TENDERS

1. No Tender shall be binding with regard to content, performance, delivery periods, availability, etc. unless explicitly indicated otherwise by RRF in writing. If the Principal has accepted a non-binding Tender, RRF is entitled to withdraw the Tender within three work days after receipt from the Principal of notification of acceptance of the Tender.

2. Pursuant to Article 2 (1) of the General Terms and Conditions, a Tender shall be valid no longer than thirty work days after the date upon which the Tender was issued unless explicitly determined otherwise by RRF in writing.

3. Tenders are based on the data supplied by the Principal.

4. Unless RRF has agreed in writing that the Services will conform with the information provided by RRF, the Principal shall derive no rights from the information made available by

RRF, including but not limited to diagrams, descriptions and technical information, regardless of whether the information is provided in folders, price lists or other publications.

3. AGREEMENTS

1. Upon entering into an Agreement, the Principal must provide at least the following data:
 - a. the date, time and location at which the wagons/freight trains will be made available to RRF;
 - b. the wagons' types and numbers;
 - c. the wagon list;
 - d. the train report with the hazard identification numbers/substance identification numbers list per wagon where applicable, including the cargo;
 - e. the wagon models (open or closed);
 - f. if the Principal utilises equipment with restricted use to be handled by RRF, the Principal shall specify the relevant equipment and restrictions in advance and in writing.
2. The Principal shall make a wagon list available to RRF no later than one hour prior to the arrival of the wagons/freight trains and no later than one hour prior to the departure of the wagons/freight trains, if applicable with braking capability rules.
3. An Agreement has been entered into if and when RRF has confirmed the Agreement in writing by means of an order confirmation or otherwise. In such cases, the written confirmation shall be considered to reflect the Agreement correctly and completely unless the Principal objects within two work days after the date of the written confirmation.
4. If RRF has not issued an order confirmation, an Agreement shall have been entered into when RRF starts complying with the Agreement in a manner that is visible to the Principal.
5. Changes and supplements to a provision of the Agreement shall only be valid if and to the extent that such has been confirmed by RRF in writing and the Principal has not made any objection in writing within two work days after the date of this written confirmation.
6. The Agreement and the General Terms and Conditions contain the entire content of the rights and obligations of the parties and replace all earlier verbal and written agreements, statements and/or notifications made by the parties. In the event of any contradictions or inconsistencies between the Agreement and the General Terms and Conditions, the provisions of the Agreement shall prevail.

4. PRICES AND COSTS

1. The prices stated by RRF are exclusive of VAT.
2. If the prices of the Services and/or price-determinant factors that cannot be influenced by RRF, including, for example, fluctuating exchange rates, fuel costs, taxes, charges and insurance rates, increase for any reason while the Agreement is being performed, RRF shall be entitled to increase the price of the Services accordingly.

3. If a change or supplement to the Agreement is agreed to at the Principal's request, RRF shall be entitled to increase the agreed price. If RRF does not receive the instructions from the Principal in good time, the Principal shall reimburse RRF for all costs incurred as a result.

5. PAYMENT

1. All invoices shall be paid within thirty days after the invoice date in the currency stated on the invoice.

2. Upon first request by RRF, the Principal shall pay an advance in the amount of a sum indicated by RRF or provide adequate security for compliance with its payment obligations and other obligations by virtue of the Agreement. RRF shall be entitled to suspend performance of an obligation under the Agreement until the advance has been paid or the requested security has been sufficiently provided.

3. Payments shall be made without any discounts, deductions or settlements for any reason whatsoever unless explicitly stated otherwise by RRF in writing. The Principal shall not be entitled to suspend its payment obligations.

4. Invoices shall be considered to have been accepted and approved unless the Principal objects to the invoice in writing within five work days after the invoice date.

5. If the Principal fails to make payment within the indicated period, the Principal shall be in default *ipso jure* with no notification of default being required. The "currency date" as stated on RRF's bank statement shall be considered the actual date of payment.

6. In the event of failure to satisfy an obligation to pay an invoice by the due date, the Principal shall owe RRF the statutory (commercial) interest due in the Netherlands over the relevant sum from the date upon which the sum is due until the date of payment in full, subject to RRF's other contractual and statutory rights.

7. All costs of collection, both in and outside of court, of the sums due from the Principal shall be borne by the Principal. These costs include the costs of attachment and the application for bankruptcy as well as the costs for attorneys, bailiffs, and other advisors and experts.

8. All payments made by the Principal to RRF shall be applied first to pay any interest due and/or costs due from the Principal, and subsequently to pay sums due from unpaid invoices starting with the debts that have been due for the longest period.

9. The Principal is at all times obliged to reimburse RRF for any sums related to transport by rail and related to all customs activities and filings during or pertaining to transport by rail to be collected or additionally claimed by any government authority, such as import duties, excise, VAT/sales tax, agricultural refunds, costs for official activities and fees.

6. PERFORMANCE PERIOD

1. The performance periods, delivery periods and time schedules stated by RRF are indicative and therefore comprise an estimate made to the best of RRF's ability.

2. RRF shall not be in default if RRF exceeds the indicative performance periods, delivery periods or time schedules referred to under paragraph 1. In that event, these performance periods, delivery periods or time schedules shall be automatically extended for as long as they are exceeded.

7. PERFORMANCE OF SERVICES

1. The Services shall be performed at the location specified by the Principal.
2. RRF may perform the Agreement in parts. The first part of the Agreement pertains to transport of the freight train/wagons from the rail yard to the terminal. The second part of the Agreement pertains to transport of the freight train/wagons from the terminal to the train yard.
3. The Services that pertain to a part of the Agreement as described in the previous paragraph shall be considered to have been performed at the time that the freight train/wagons have been brought to the agreed destination location by RRF and RRF has reported this to the Principal in writing or by fax.
4. The Principal shall have the freight trains, wagons, couplers and the like ready for RRF at the agreed location in good time.
5. Anyone present for any reason at the location where the Agreement is performed shall comply with the rules, regulations and instructions from authorised personnel applicable at that location.
6. The Principal guarantees that all approvals, permits and documents necessary for performance of the Agreement are present, correct and complete.
7. During and after performance of the Agreement, RRF shall not be obliged to check the cargo, including but not limited to determining the quantity of pieces, determining the dimensions of the cargo, determining the outward appearance of a cargo and determining the mass of the cargo, unless otherwise agreed. RRF shall only observe the freight train, wagons and cargo in order to determine whether it can perform its obligations ensuing from the Agreement in a correct manner.
8. RRF bears no responsibility for loading and unloading the cargo.

8. LIABILITY

1. If and to the extent permitted by law, RRF's liability vis-à-vis the Principal is limited to the sum paid out to RRF under the liability insurance policy for the situation increased by the amount of the applicable excess not borne by the insurer under the insurance policy. If RRF's insurer does not pay out the insured sums for any reason or if the relevant liability insurance does not provide coverage, in any event RRF's liability shall be limited to the amount of the net price agreed to by the parties in the relevant Agreement.

2. RRF is not liable for damage as a result of total or partial loss of or damage to wagons, trains, equipment and the like made available to RRF by the Principal within the context of performance of the Agreement.
3. RRF is not liable for damage as a result of total or partial loss of or damage to any cargo on wagons or trains made available to RRF by the Principal within the context of performance of the Agreement. Neither is RRF liable for compensation for damage to the rails occurring during performance of the Agreement.
4. RRF is not liable for any damage whatsoever incurred by the Principal or a third party as a result of exceeding the indicative performance periods, delivery periods or time schedules referred to in Article 6 (1) unless explicitly agreed otherwise with RRF in writing. Exceeding the indicative performance periods, delivery periods or time schedules referred to in Article 6 (1) shall never give the Principal cause to terminate the Agreement.
5. The Principal is liable for damage as a result of complete or partial loss of or damage to equipment used by or on behalf of RRF within the context of performance of the Agreement caused by the Principal or its employees, by third parties contracted by the Principal or by wagons/trains, equipment or cargo made available by the Principal.
6. RRF is not liable for indirect or consequential damage incurred by the Principal, including but not limited to loss of profit and damage due to interrupted operations.
7. A prerequisite for RRF's liability for any damage occurring within the context of performance of the Agreement is written notification of RRF by the Principal of the occurrence of the damage within one month after it has occurred. Legal and other claims regarding damage shall simply expire after 24 months have passed after the date of delivery.
8. A prerequisite for RRF's liability for any damage occurring within the context of performance of the Agreement is RRF being given an opportunity by the Principal, if it so requests, to investigate the cause, nature and scope of the damage or to have such investigated.
9. The restrictions on RRF's liability stated in the preceding paragraphs of this Article shall not apply in the event of damage due to gross negligence or serious omissions by RRF's management in the performance of the Agreement.
10. If the Agreement is performed in parts pursuant to Article 7 (2) of these General Terms and Conditions, RRF is not liable for direct and indirect damage of any kind occurring in the period in which RRF performs no Services, including but not limited to the period from the time at which RRF reports to the Principal in writing or by fax that the freight train/wagons have arrived at the terminal until the time at which they then depart from the terminal.
11. The Principal indemnifies RRF, its employees and third parties contracted by RRF or otherwise involved in the Agreement against all claims from third parties, including but not limited to consignors and recipients as referred to in Book 8 Title 18 of the Dutch Civil Code, regardless of the reason, that are in any way related to the Agreement and its performance. The Principal shall reimburse RRF in full for all damage and costs pertaining to third-party claims incurred by RRF or third parties it has contracted, if and to the extent that the damage and costs are not to be borne by RRF by virtue of this Agreement.

9. FORCE MAJEURE

1. None of the parties is responsible or liable for any delay or failure in complying with the Agreement caused by force majeure, meaning a non-attributable failure. With regard to RRF, in any event force majeure includes but is not limited to any natural disaster, strike, labour unrest, illness or disability of RRF's employees or management, lockout, insurgency, acts of war, epidemics, complete or partial mobilisation, import and/or export prohibitions, government measures, fire, explosions, frost, malfunctions in communication connections, electricity failures, earthquakes, floods and similar disasters.

2. Force majeure does not relieve the Principal of its payment obligations.

10. FAILURE BY THE PRINCIPAL

1. The Principal shall be considered in default *ipso jure* and its (remaining) debts to RRF shall be immediately payable and due if:

- a. the Principal applies for its own bankruptcy or for suspension of payment, is declared bankrupt or is awarded suspension of payment;
- b. all or part of the Principal's assets have been attached and this attachment is not lifted within ten days after it is executed;
- c. despite written notification of default giving the Principal a reasonable period, the Principal fails to fully or partially satisfy any obligation ensuing from the Agreement;
- d. the Principal fails to pay an invoice within the agreed period in part or in full;
- e. the Principal is to be liquidated or resolves to liquidate its business, ceases its business, sells all or part of its business, changes the object of its business or discontinues its business;
- f. a direct or indirect change takes place in the control of (part of) the Principal's business.

2. In situations as described in Article 10 (1) of the General Terms and Conditions, RRF is entitled without further notification of default, without judicial or arbitral intervention, without being required to pay any compensation and without prejudice to RRF's other contractual and statutory rights:

- a. to suspend satisfaction of its obligations vis-à-vis the Principal until all of the Principal's obligations vis-à-vis RRF have been satisfied;
- b. to terminate the Agreement in part or in full, with immediate effect, by notifying the Principal accordingly in writing;
- c. to demand complete and immediate payment of any sum the Principal owes RRF;
- d. to require and receive from the Principal adequate security for timely satisfaction of the Principal's payment obligations before proceeding to perform the Agreement.

11. GENERAL PROVISIONS

1. If a provision from an Agreement or the General Terms and Conditions is invalid or nullified, said provision will be satisfied to the extent possible. In that instance, the other provisions of the Agreement and the General Terms and Conditions shall continue to apply and remain in effect, and the parties shall replace the invalid or non-enforceable provision

with one or more new provisions that approach the content of the original provision as closely as possible.

2. RRF is entitled to amend the General Terms and Conditions. The Principal shall be considered to have accepted every amendment to the General Terms and Conditions if the Principal does not object in writing to (one or more of) the amendments within five work days after notification of the amendments by RRF.

3. Except after acquiring written permission from RRF, the Principal is not entitled to give third parties access to, or to disclose to the public, documents that are part of or originate from RRF, including reports, recommendations, descriptions, work methods and the like.

4. RRF may have the Agreement performed in part or in full by third parties if it deems such desirable. RRF shall guarantee performance by such third parties as if it performs the Agreement itself.

12. APPLICABLE LAW AND COMPETENT COURT

1. The General Terms and Conditions, the Agreement and other agreements ensuing from or related to the Agreement are exclusively governed by the laws of the Netherlands.

2. The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention, 11 April 1980) does not apply to the General Terms and Conditions, the Agreement or other agreements ensuing from or related to the Agreement.

3. All disputes that occur with regard to the General Terms and Conditions, an Agreement or other agreements ensuing from or related to an Agreement shall be submitted to the competent court in Rotterdam, the Netherlands.

The General Terms and Conditions have been filed with the Court Registry of the Rotterdam District Court under registration number 4/2009.