

#### **Article 1. General**

1. Cryo Tainer: the private company with limited liability Cryo Tainer B.V. with office in Schiedam, the Netherlands.
2. Client: the contract party of Cryo Tainer with whom Cryo Tainer concludes a rental agreement in respect of a tank container, possibly additional equipment and/or Personnel and/or with whom a services agreement is concluded in respect of an assignment for specialized services. Where in these conditions a reference is made to a tank container, the additional equipment to that container - if agreed in the separate rental agreement - also falls under that definition.
3. General conditions: the underlying general conditions.
4. Personnel: qualified staff of Cryo Tainer, that can be made available to perform services related to the tank container and/or services for the Client if agreed in the rental agreement and/or the services agreement and under the terms and conditions mentioned therein.
5. Rent: the compensation paid by the Client for the usage of the tank container under the rental agreement.

#### **Article 2. Applicability of the General Conditions**

1. The General Conditions are applicable on every offer, notification or agreement coming from or concluded with Cryo Tainer.
2. These conditions always prevail over general conditions of the Client, if any. Deviation of these conditions is only possible in the written form, signed by Cryo Tainer.
3. In case one of the conditions of these General Conditions is contrary to the applicable laws governing the rental agreement and/or services agreement, the other conditions remain nevertheless in place. The condition that is to be considered null and void under the applicable laws is to be replaced by another acceptable condition that stays as close as possible with the intention and object of the condition that was considered null and void.

#### **Article 3. Agreements**

1. All quoted prices by Cryo Tainer are in Euro, and are excluded VAT or other levies which are imposed by any country and/or governmental organisation.
2. Offers by Cryo Tainer are made by post, fax or Internet (e-mail).
3. Every offer of Cryo Tainer is without engagement, unless declared differently in writing by Cryo Tainer. Small deviations from the offer can never lead to dissolution of a rental agreement.
4. Every quotation of Cryo Tainer is based upon the level of costs per that moment. In case the level of the costs are raised after said quotation moment Cryo Tainer is entitled to adjust the quoted price accordingly.
5. Offers of Cryo Tainer can only be accepted in written form, by co-signing the written quotation or rental agreement, or, in case the acceptance by the Client was effected verbally, the agreement is concluded by written confirmation of that acceptance by Cryo Tainer in the form of the sending of the signed rental agreement.

#### **Article 4. Collection of the tank container**

1. The container is to be collected by the Client at the designated location by Cryo Tainer in the rental agreement. The rental period of the tank container starts on the date the container is made available for transport to the designated location. The costs made for getting the tank container at the designated location are for the account of the Client. Cryo Tainer is not responsible for the organization of the transport of the container to the designated location, unless agreed differently in the rental agreement.
2. Cryo Tainer is obliged to make the container available for transport by the Client on the date indicated in the rental agreement, unless Cryo Tainer is not able to act as such due to force majeure. In case this force majeure takes longer than 7 days, the Client is authorised to terminate the rental agreement without further costs, and without any liability for the Client arising from this termination.
3. The tank container is delivered by Cryo Tainer with a delivery inspection form, which is to be signed by the Client at the day of arrival at the destination as described in the rental agreement, and which form is to be immediately returned to Cryo Tainer as acceptance of the good condition of the container.
4. In case the delivery inspection form is not returned by the Client, but the container is used by the Client, such usage shall be considered by Cryo Tainer as an acceptance of the good condition and suitability of the container.  
Any remarks or complaints have to be made within 2 days after arrival of the container to destination.

#### **Article 5. Usage of the tank container by the Client**

1. The Client will use the container only in accordance with the specific goals for which it was manufactured, and shall use and take care of the container as a good housefather, and in particular
  - a) to use the container exclusively for transports of products as mentioned in the rental contract and recorded in the service files of Cryo Tainer;
  - b) to make no change whatsoever to the container without the advance written permission of Cryo Tainer;
  - c) to at any time and anywhere observe the transport regulations of the country in which the container is operated and or transported;
  - d) to without delay notify Cryo Tainer of any abnormality or defect in the container.
  - e) to unconditionally isolate the container with check valves on any line when used for specialized work (art. 13.1)
  - f) to immediately report in writing to Cryo Tainer any suspected contamination of the container;
  - g) to undertake that containers used with Liquid Oxygen must before the return be purged with nitrogen to 98% nitrogen and pressurised to not more than 0.5 barg;

- h) To undertake a certificate, confirming the purging/cleaning of the container, that the container is empty is always issued and handed over to the transport company, before the return sending of the container;
2. Unless is agreed otherwise in the rent agreement the rent for the container is invoiced per month at the end of a month during the rental period. Usage of a part of a month is invoiced as full month. Rent for the container is due to Cryo Tainer until the day of return of the container to the designated location by Cryo Tainer.  
Cryo Tainer is at all times authorised to ask for an advance payment of the rent or ask for additional security/comfort.
  3. In case the rent is not paid timely by the Client, the Client is liable for all collection cost made by Cryo Tainer or a recruited third party. These costs are up to and including an amount of EUR 5,000 15% of the outstanding amount, and above that amount costs are charged by Cryo Tainer to the Client in line with the applicable collection fees for attorneys-at-law in the Netherlands, always with a minimum amount of EUR 500.
  4. In case of unpaid rental terms by the Client, the Client is authorised to postpone its obligations under the rental agreement until full payment by the Client is effected.
  5. Invoices are sent by Cryo Tainer on a regular basis to the address as mentioned in the rental agreement, unless advised differently by the Client. Claims regarding the invoices are to be filed within five working days after the date of invoice. Thereafter, invoices are considered to be accepted by the Client.
  6. Throughout the term of lease, the container shall remain the sole and exclusive property of Cryo Tainer.
  7. A return inspection form shall be issued on the day of return by Cryo Tainer. If required by the Client, a copy will be sent by Cryo Tainer to the Client. Any repair and/or washing costs of the container related to the rental period of the container by the Client will be charged by Cryo Tainer to the Client. Furthermore, the Client shall compensate Cryo Tainer for all damages caused by the Client or by a third party during the term of the lease of the container.
  8. Unless agreed otherwise all inlet and outlet connections on the container will be the standard flange size included with counter flange.

#### Article 6. Liability, insurance

1. The Client is obliged to take out for its account all insurances required by Cryo Tainer in the rental agreement to provide full cover for its liabilities under this agreement regarding the container. A copy of the insurance documents is to be supplied forthwith to Cryo Tainer. Non-fulfilment of this requirement by the Client can trigger immediate termination of the lease agreement for the container with the Client, whereby the Client is fully liable for all costs and (consequential) damages arising for Cryo Tainer.
2. If, for any reason whatsoever the Client is not able to return the container on the agreed end of the rent, the Client is obliged to pay Cryo Tainer immediately a sum for damages equal to the current cost of manufacturing a container with the same capacity, equipment and characteristics, less depreciation, calculated on the basis of 5 % annually, counted over the years of service. This sum cannot be less than 1/3 of the value of a new container. The rent of the container shall continue to run up to the date the payment of the sum for damages is actually received.
3. In the event of damages to the container during the term of the lease, the Client undertakes towards Cryo Tainer to notify Cryo Tainer immediately hereof and to take all necessary steps to preserve the container and the rights of Cryo Tainer against any liable third party. A suitable repair institute for the container is to be designated by Cryo Tainer in co-operation with the Client.
4. The Client shall hold Cryo Tainer irrevocably and unconditionally harmless for any damage caused to a third party as a result of the Client's usage of the container. Furthermore, the Client shall irrevocably indemnify Cryo Tainer for all claims that might arise from such actions of the Client by third parties.
5. Cryo Tainer shall never be responsible for any loss, average or damage of the transported goods or any consequential damages arising thereof. Furthermore, the handling of the container is at all times the sole responsibility of the Client, whereby the Client is obliged to follow the guidelines of Cryo Tainer.  
In particular, it is the Clients sole responsibility to make any and all claims against any (third) parties liable for such loss, average or damage. Accordingly, the Client herewith agrees to fully and irrevocably hold Cryo Tainer harmless against any claims that might be made by (third) parties.
6. If any third party should make any claim on the container by initiating any procedure whatsoever, the Client undertakes to immediately advise Cryo Tainer in writing to enable Cryo Tainer to protect its property interests in the container. The Client shall be held liable by Cryo Tainer for any damage resulting for Cryo Tainer from failure or delay in providing such information.

#### Article 7. Damages, repairs

1. The Client undertakes to arrange minor repairs to the container that with normal technical skill and normal workshop tools can be effected by replacing spare parts that are put to the Client's disposal by Cryo Tainer. The costs hereof come for the account of the Client.  
Major malfunctions and/or damages, that come for the account of Cryo Tainer, are to be repaired by a repair institute designated by Cryo Tainer in co-operation with the Client. During repairs that come for the account of Cryo Tainer no rent will be invoiced by Cryo Tainer for the period of the repair. For minor repairs Cryo Tainer's obligation is only to supply the necessary spare parts. Cryo Tainer covers transport costs for the spare parts.
2. Cryo Tainer is not obliged to deliver a replacement container during the time needed for any repair or re-inspection. If a replacement container is to be put to the Client's disposal, at the Client's request, this is to be considered as a new and separate rental agreement for a container and the Client is liable for the corresponding transport and renting costs of said container, as well as all related return costs.
3. Cryo Tainer is not liable for any damages or claims from the Client or any third party, that find its origin in the repair of the container.

