



ANTWERP CHAMBER OF COMMERCE AND INDUSTRY
DIVISION: INDEPENDENT TANK STORAGE COMPANIES

ANTWERP CONDITIONS FOR STORAGE AND HANDLING OF LIQUIDS

CESSION OF AGREEMENT

1. Without the written consent of the Company the rights resulting from this agreement are not transferable to third parties.

OBLIGATIONS OF THE CLIENT

2. All handling, storage and manipulation of goods entrusted must exclusively be entrusted to the Company.
3. All instructions and communications concerning the goods and/or related thereto must be given in writing and reach the Company at least 72 hours in advance (Saturdays, Sundays and legal holidays excluded).
4. At the latest at the conclusion of the contract the Client shall communicate to the Company in writing:
 - a) the accurate and detailed description of the goods with regard to their nature, quality, condition and danger classification (explosive, inflammable, oxidizing, caustic, toxic, radio - active, vapour pressure, etc.);
 - b) all instructions and information serving the purpose of efficient handling and preservation of the goods, such as flashpoint, freezing-point, point of coagulation, pumping temperature, dew-point, discoloration risks, sensitivity for moisture, conditions for polymerisation etc.
5. The Client warrants that the goods will cause no damage to the tanks, pipes, pumps and ancillary equipment.
6. Prior to the reception of the goods the tanks, pipelines, pumps and ancillary equipment coming into use will be examined by the Client for their suitability. Failing such control or any written objections, they will be deemed to have been found suitable. Same stipulations also to apply at delivery.
7. Prior to the delivery of the goods the necessary means of transport with their accessories and/or the necessary packing material must be put at disposal on the Company's premises. They must be provided in sufficient number and be in every way suitable to ensure operational efficiency.
8. At the termination of the contract all tanks, pipes, pumps and ancillary equipment will be redelivered in their previous state of cleanliness as at the beginning of the contract, and all goods, sludge and cleaning agents will be carried off with the Client's agreement in a safe and legal way. Should the Client, having been summoned, nevertheless fail to carry off such refuse, then the Company will in his name and on his account, even without further express proxy, request the Public Waste Authority to dispose of the refuse as the law prescribes. All securities agreed to in Article 25 may be applied by the Company to their claims to refund the above expenses.

LIABILITY OF THE CLIENT - INDEMNITY

9. The Client is liable for all extra costs and for all direct and indirect damage, loss of benefit included, caused by non-compliance with his obligations. In addition, he shall indemnify and hold the Company harmless against any claim which third parties might lodge with the Company for material damage and/or personal injury caused by such non-compliance with his obligations.

LOADING, UNLOADING AND TRANSSHIPMENT

10. Unless the parties have agreed that the Company will undertake to unload the goods against payment, ships, barges or vehicles shall discharge their cargo by means of their own pumps, steam and power. If the unloading takes more time than normal, taking into consideration - amongst other factors - the size of the vessel and the nature of its cargo, the Company is entitled to require the vessel to vacate its berth at its own cost and expenses and to claim damages. Loading and unloading shall take place in the sequence established and according to the instructions given by the Company. Stowage and loading of the goods are the Carrier's exclusive liability.

OVERTIME

11. All tariffs and rates are valid for services rendered by the Company within normal working hours as defined by the special conditions and not on Saturdays, Sundays, legal holidays and their compensation days.
12. Work in overtime made at the request of the Client or the Carriers or in their interest (e.g. to ensure dispatch of any vessel or vehicle which is in process of being loaded/unloaded) will be charged to the Clients or to the Carriers at the extra charges agreed upon in the Storage or Handling contracts. Wherever possible, the Company will inform the Client or the Carriers of this by telephone or telex or by some other means.
13. When work in overtime is essential in the Company's interest, the Client and/or the Carriers will be required to give proper co-operation, each party bearing its own extra expenses.

MEASUREMENTS, QUALITY AND CONDITION OF THE GOODS

14. The Company is not bound to check the goods on their quality, condition or conformity with their description.
15. The Client has the right, at his own expense and responsibility, to control personally or through another party appointed by him the goods and the operations related to them in the Company's premises.

16. Quantities unloaded from or loaded into ships or barges will be ascertained by measurements made in the shore tanks of the Company before and after each operation. The weights received or delivered into rail- or road tank cars will be determined by the difference between their weights before and after loading or unloading, or by means of flowmeters approved by Customs and Excise Authorities.
17. If the Client fails to control personally or through another party the measurements and weighings, the quantities ascertained by the Company as per Article 16 will be binding for both parties.

LIABILITY OF THE COMPANY

18. The Company undertakes an obligation of means and not an obligation of result. The Company cannot be held liable for damage to or loss of the goods unless the Client proves that the damage and/or loss is attributable to a fault committed by the Company or its servants. The damages paid in the event of total loss shall be the market value of the merchandise in Antwerp. The Company is entitled to indemnify the damage in kind either by replacement merchandise of an equal quality or by reconditioning the damaged product to its former state. On no account shall the indemnity exceed BEF 20,000 (twenty thousand Belgian francs) per ton, nor shall it be higher than BEF 20,000,000 (twenty million BEF) per occurrence. The amount of the limited liability shall be distributed proportionately over the different claims resulting from one occurrence.

EXONERATION FROM LIABILITY

19. The Company is exonerated from all liability in the following cases:
- all indirect damage such as waiting time, dock dues, consequential loss as facilities are lying idle, etc.
 - any damage before the goods are taken over and after they are delivered by the Company.
 - force majeure
 - a fault committed by a third party
 - vice of the goods
 - undisclosed or false statement made by the Client or a third party. The enumeration is not limitative.

INSURANCE OF THE GOODS

20. Unless instructions in writing to insure the goods are given, the Client undertakes to insure the goods himself hereby waiving any recourse by the insurers and himself against the Company, except in the cases specified in article 18. Upon the Company's request the Client shall produce an insurance certificate.

PAYMENT

21. The invoices are payable net in cash. On all outstanding amounts interests for default are due ipso jure, at the discount rate determined by the National Bank of Belgium increased by 2%. Each month that has begun is considered as a full month from the invoice date.

DUTIES, TAXES AND ADVANCES

22. All present and future duties and taxes on the storage or handling of goods are for the Client's account. On the advances, duties, dock dues, securities and other provisions paid by the Company, a commission of 2% (two percent) per month shall be payable by the Client.

SECURITY

23. In order to secure payment of all the amounts due to the Company for the handling, the storage and the manipulation of goods under the present contract or of goods under any previous contracts, a right of retention and a lien are granted to the Company in accordance with article 1948 of the Belgian Civil Code and the provisions of the Act of 5th May 1872. If the Client fails to pay, the Company is entitled, following notification, to have the goods sold in the manner described in Articles 4 and ff of the Act of 5th May 1872.

TARIFFS

24. Tariffs and Conditions are based on the present circumstances and prices; if circumstances or prices vary, Tariffs and Conditions will be adjusted. Should the Law or the Authorities order more stringent requirements for the building, equipment or operation of the facilities, the Company will previously notify the total cost of the conversion or the increase of the running expenses to the Client. Should the Client not agree within 30 days from the notification to bear the cost or the increase, then the contract will be deemed cancelled by agreement with effect 30 days from expiration of the above time.

TANK INSPECTION

25. Costs resulting from compulsory and/or required inspection of the tanks (cleaning, processing of waste, hire of the tanks, etc.) shall be for account of the Client.

FORFEITURE

26. The Client shall immediately report any loss or damage to the goods to the Company and invite them to a joint survey. Any claim will be void six months after the goods were or should have been delivered by the Company.

JURISDICTION

27. All disputes regarding the performance or the interpretation of this contract shall be submitted to the judgment of the competent Judge in Antwerp under application of the present Conditions and of Belgian law.

In case of any discrepancy between this text and the Dutch version, only the latter will be binding the parties.

November 1991