

## **General Terms and Conditions of R.C.C. Container Trading B.V.**

---

### **Article 1 – General**

1. These general terms and conditions, hereinafter: the "RCC Conditions", apply to any and all offers and order confirmations submitted by R.C.C. Container Trading B.V., hereinafter: "RCC", and/or to any and all agreements concluded by RCC with its Customers and to any and all activities to be carried out by RCC.
2. The term "Customer" has the meaning of the party giving the order to carry out activities and/or the party entering into an agreement with RCC, including the group companies of this party or entities otherwise affiliated with this party.
3. The term "Container" has the meaning of a container or containers, units and other container applications, including their interior, parts, inventory and installations and all related products and materials.
4. If an agreement has been concluded to which the RCC Conditions apply, these conditions will also apply to any subsequent offers, order confirmations and agreements concluded with the same Customer.
5. The provisions of any written contract concluded between RCC and the Customer shall prevail over the provisions of the RCC Conditions.
6. The applicability of other terms and conditions, including the general terms and conditions used by the Customer, are explicitly rejected, unless these conditions have been explicitly accepted by RCC in writing.
7. The provisions of the RCC Conditions may only be varied in writing, signed by persons being authorized to bind the company at hand according to the Commercial Register.
8. If a provision or part thereof of the RCC Conditions is null and void or nullifiable, this will not have an effect on the validity of the other provisions or parts thereof.

### **Article 2 – Activities**

The RCC conditions relate to any and all activities to be carried out by RCC, including – but not limited to – the following activities: modification and repairs, inspection, lease, purchase and sale, handling, storage, freight forwarding and transport and cabotage of Containers.

### **Article 3 – Modification and repairs**

1. "Modification and repairs" shall have the meaning of any activities relating to the modification, repair, cleaning, furnishing, and/or adjustment of Containers.
2. In the event that RCC can be considered as a 'contractor of work' within the meaning of Article 7:750 of the Dutch Civil Code, the applicability of the Articles 7:750 up to and including 7:764 of the Dutch Civil Code is hereby explicitly excluded.
3. If, after acceptance of the offer or quotation submitted by RCC, any cost-increasing circumstances arise or come to light, or if additional work turns out to be necessary, and such cost-increasing circumstances or additional work cannot be attributed to RCC, RCC shall be entitled to adjust the agreed price in accordance with the cost-increasing circumstances or additional work and the Customer shall be obliged to pay this adjusted

price. RCC shall notify the Customer of such price adjustment in advance, in order for the Customer to decide whether it wishes to terminate the agreement or not. In the event that the Customer terminates the agreement, RCC is entitled to charge the Customer for all costs incurred by RCC until the moment of termination or until the moment that the Container will be collected from RCC's premises, whichever moment is the later.

4. Any certification or approval of a Container, including – but not limited to – approval within the meaning of the International Convention for Safe Containers, Geneva, 1972, ceases to apply from the moment RCC performs any modification or repair activities in relation to that Container, unless explicitly stated otherwise in writing by RCC.
5. In the event the Container in relation to which the modification or repair activities are being carried out, or had to be carried out, perishes or is lost due to a reason for which RCC is not liable pursuant to these RCC Conditions, before the work has been performed or completed, RCC shall be entitled to charge the Customer a proportional part of the agreed price on the basis of the work already performed and the costs already made.
6. Delivery of Container(s) after any modification or repair activities had been performed by RCC, shall take place at the time and place as specified in writing by RCC. If no time or place has been specified, delivery shall take place at the premises of RCC as soon as RCC has completed the modification or repair work.
7. Upon delivery in accordance with paragraph 6 of this Article, the risk (in terms of responsibility and liability) in relation to the Container shall transfer to the Customer.
8. Article 12 of the RCC Conditions applies to the receipt and delivery of Container(s) in respect of any modification or repair work carried by RCC.
9. RCC shall not be liable for any damage, loss or defects that relate to the modification or repair activities carried out by RCC, unless the Customer proves that such damage, loss or claim is the direct result of wilful intent or gross negligence on the part of RCC or its management, or if there are any (hidden) defects of which RCC was aware at the moment of delivery of the Container(s), but RCC did not disclose to the Customer.
10. In the event that any defects, for which RCC is liable pursuant to paragraph 9 of this Article, come to light after delivery of the Container, the Customer shall give written notice to RCC of these defects immediately after discovery of these defects, but in any event within ten (10) working days after delivery, and shall give RCC the opportunity to repair these defects within a reasonable period, unless the extent of the repair work is in no proportion to the extent of the defects.

#### **Article 4 – Inspection**

1. If the Customer instructs RCC to carry out an inspection of a Container, the Customer shall give written notice to RCC within two (2) working days after being notified by RCC that the Container is ready for inspection.
2. RCC only performs an optical inspection. RCC shall use all reasonable endeavours to carry out the inspection in accordance with the provisions of the International Convention for Safe Containers, Geneva, 1972.
3. In the event that an inspection of a Container carried out by RCC, causes any damage or loss or in any other way results in a claim, including – but not limited to – in the event that RCC granted an approval of a Container and at a later stage, it turns out that such approval should not have been granted by RCC, RCC shall not be liable for such damage, loss or claim, unless the Customer proves that such damage, loss or claim is the direct result of wilful intent or gross negligence on the part of RCC or its management.

#### **Article 5 – Lease**

1. If there is a Master Lease Agreement ("MLA") in place between RCC and the Customer, the lease of (a) Container(s) shall be governed by such MLA. The RCC Conditions shall

apply in addition to the provisions of the MLA. In the event of any discrepancy between the provisions of the RCC Conditions and the provisions of the MLA, the provisions of the MLA shall prevail.

2. In case there is no MLA in place, the following terms and conditions shall apply to the lease of Containers.
3. The Customer shall use the Containers in a proper manner and maintain the good condition thereof. During the lease period all costs and risks relating to the proper use, maintenance, cleaning, repair or replacement of (parts of) the Containers are for the account of the Customer.
4. For the duration of the lease period, the Customer shall arrange and maintain an adequate insurance cover with a reliable insurance company covering:
  - a. all risk of loss or damage from any cause whatsoever to any and all Containers in the possession of the Customer;
  - b. public liability including contractual liability and property damage for limits not less than EUR 2,500,000;
  - c. the Customer's contractors and cargo liability, and naming both RCC and the Customer as policyholder. The insurance premium shall be for the account of the Customer.
5. The Customer is not allowed to modify the Containers other than within the context of maintenance thereof.
6. The Customer shall ensure that stickers or signs confirming RCC's ownership of the Containers are visibly attached to the Containers at all times.
7. Without the written consent of RCC, the Customer shall not be permitted to perform any legal acts with respect to the Containers, including – but not limited to – their transfer or encumbrance.
8. The Customers shall pay to RCC a compensation for the lease of the Containers, which shall consist of a fixed daily compensation and handling charges, as specified in the offer/quotation from RCC.
9. On termination of the agreed lease period, the Customer shall immediately return the Containers to RCC, clean and in the same condition as the Containers were on commencement of the lease, subject to normal wear and tear and ageing. In this context, the Customer will be assumed to have received the Containers in good condition without defects on commencement of the lease.
10. Upon their return the Containers shall be inspected by RCC. Containers that went on lease "new" shall be inspected on the basis of the prevailing standards of the Institute of International Container Lessors (the "IICL Standards"). B grade or food grade containers shall be inspected on the basis of Cargo Worthy standards.
11. In the period of time between the end of the agreed lease period and the moment the Containers are brought back in the factual possession of RCC, the Customer shall be:
  - a. liable for any damage to the Containers. If RCC is not able to freely dispose of the Containers, any damages resulting from this situation are for the account and risk of the Customer; and
  - b. obliged to compensate RCC the amount of compensation as specified in paragraph 8 of this Article.
12. Containers may be returned to Antwerp, Rotterdam or St. Petersburg, unless otherwise agreed in writing by the Customer and RCC. Quantity restrictions may be applied by RCC.
13. Return to other off-hire locations shall only be possible upon previous written agreement between RCC and the Customer. In case of return to other locations, further quantity restrictions may apply.
14. The Customer is not at any time allowed to deliver the Containers to a third party (including a potential new lessee) unless such delivery has been accepted by RCC and agreed in writing between RCC, the Customer and the third party.

15. In the event that RCC does not accept delivery to a third party, the Containers concerned will remain on lease to the Customer in accordance with these RCC Conditions.
16. Upon redelivery of the Containers, RCC will provide the Customer with the repair estimates, including:
  - a. the necessary repairs to the redelivered Containers in accordance with the applicable IICL Standards or Cargo Worthy Standards;
  - b. the estimated costs of such repairs.
17. The Customer shall authorise repair in accordance with RCC's report within five (5) calendar days from the date of provision of the repair estimates by RCC.
18. In case the Customer fails to authorise the repair of the Containers within ten (10) calendar days of notification of the repair estimates in regard thereto, then RCC shall deem that the Customer has authorised same and will be entitled to proceed with repair of the Containers and the Customer shall pay the cost thereof.
19. In the event of actual loss or constructive or economic total loss of a Container, RCC will be entitled to determine a reasonable replacement value. Upon payment of the applicable replacement values by the Customer, the title and ownership of the Container concerned shall pass from RCC to the Customer.
20. Except as provided in Article 12 of the RCC conditions, RCC makes no representation, extends no warranties of any kind, either express, implied or otherwise with respect to the use of the Containers by the Customer.

#### **Article 6 – Purchase and sale**

1. In the event that RCC sells a Container to a Customer, the delivery shall take place 'Ex Works' at RCC's premises, in accordance with the Incoterms 2010.
2. The risk (in terms of responsibility and liability) in relation to the Container shall transfer to the Customer at the moment of delivery, being the moment that RCC has made the Container available at its premises or at another place designated by RCC.
3. In the event RCC nevertheless arranges for transport of the Container that will take place after the moment of delivery, the risk during transport in relation to the Container shall be borne by the Customer.
4. In the event RCC conducts any other activities in relation to the Container after delivery of the Container, including – but not limited to – modification or repair work, inspection, handling and storage, the risk in relation to these activities shall be borne by the Customer.
5. The prices and rates quoted by RCC in an offer or quotation are based on delivery Ex Works, in accordance with the Incoterms 2010. The prices are exclusive of VAT and any other taxes, charges or costs unless expressly stated otherwise on the offer or quotation.
6. Article 12 of the RCC Conditions applies to the receipt and delivery of Container(s) that are sold by RCC to the Customer.
7. Unless RCC expressly stated otherwise in writing, the full purchase price must be paid by the Customer prior to delivery of the Container.
8. All Container(s) delivered by RCC will remain RCC's (exclusive) property until the moment on which the Customer has fulfilled all its obligations resulting from or in connection with the agreement with RCC, including – but not limited to – payment of the full purchase price.
9. RCC shall not offer any guarantee in respect of the Container(s) sold by RCC, unless explicitly stated otherwise in the offer or quotation or in any other way in writing by RCC.
10. There may only be a 'lack of conformity' if the Container(s) sold by RCC to the Customer does not comply with the specifications or any other descriptions included in the offer or quotation.

11. RCC shall not be liable for any damage or loss caused during or by the sale of the Container(s) or caused by the Container(s) sold or to be sold by RCC itself, unless the Customer proves that such damage or loss is the direct result of wilful intent or gross negligence on the part of RCC or its management.
12. If the Customer resells the Containers, it shall do so in its own name and for his own risk and account. The Customer shall never be entitled to represent RCC as an agent or otherwise, unless RCC explicitly agreed thereupon in writing.
13. In the event that RCC sells a Container to the Customer that has been modified or repaired by RCC within the meaning of Article 3 of the RCC Conditions, the provisions of Article 3 of the RCC Conditions shall apply in addition to the provisions of this Article 6.
14. In the event that RCC reserved the option to buy back a Container that RCC previously sold to a Customer, RCC is entitled to buy back the Container for a fixed price as stated by RCC in writing, reduced by the costs of repair in respect of this Container, in the event these costs exceed EUR 100.-.

### **Article 7 – Handling**

1. "Handling" shall have the meaning of the loading and unloading of Containers from means of transport to the premises of RCC and vice-versa.
2. In addition to the RCC Conditions, the Rotterdam Stevedoring Conditions 1976 ("RSC 1976") apply to all handling activities performed by RCC. The RSC 1976 are attached to the RCC Conditions and form an integral part thereof.
3. In the event of any discrepancy between the provisions of the RCC Conditions and the provisions of the RSC 1976, the provisions of the RCC Conditions shall prevail.

### **Article 8 – Storage**

1. "Storage" shall have the meaning of the keeping of Containers at the premises of RCC, whether or not in exchange for payment, and whether or not for a fixed or indeterminate period of time.
2. In addition to the RCC Conditions, the Dutch Warehousing Conditions (FENEX, 1995) apply to all storage activities performed by RCC. The Dutch Warehousing Conditions are attached to the RCC Conditions and form an integral part thereof.
3. In the event of any discrepancy between the provisions of the RCC Conditions and the provisions of the Dutch Warehousing Conditions, the provisions of the RCC Conditions shall prevail.
4. RCC may, upon its own discretion, store Containers in the open air, unless expressly otherwise agreed in writing.

### **Article 9 – Freight forwarding and transport**

1. In the event RCC organizes carriage by inland waterways (barge), road, sea or rail for the Customer, which carriage is performed by a third party, RCC will always act as a freight forwarder ('*expediteur*') and never as a carrier, unless RCC explicitly stated otherwise in writing.
2. The Convention on the Contract for the International Carriage of Products by Road, Geneva 1956, as amended by the Protocol to the Convention on the Contract for the International Carriage of Products by Road, Geneva 1978 ("CMR Convention") shall apply to all international and domestic transport activities performed by RCC itself, unless the transport activities are governed by another mandatorily applicable convention or regime.

### **Article 10 – Cabotage**

1. "Cabotage" shall have the meaning of a Container that is owned by RCC and/or sold by RCC to another party, but used and transported by the Customer to a destination

designated by RCC, free of charge for thirty (30) days (or agreed otherwise in the offer), and which Container the Customer shall use to load and transport cargo.

2. In addition to this Article, Article 5 of the RCC Conditions applies to cabotage activities.
3. RCC will make available to the Customer used – but cargo worthy – Containers (or agreed otherwise in the offer). The Containers will be ready for collection by the Customer on the agreed date and at the agreed place.
4. The Customer is responsible for the Container from the moment the Customer collects the Container on the agreed date and at the agreed place until the moment the Container is redelivered and accepted on the date and at the place designated by RCC.
5. The Customer may use the Container during thirty (30) days from the collection of the Container by the Customer free of charge. After these thirty (30) days, RCC is entitled to charge the Customer EUR 1.30 per calendar day per TEU.
6. The Container remains the property of RCC during the cabotage activities. The Customer shall never acquire the ownership of the Container.
7. The Customer guarantees that it will not load into and carry inside the Container cargo that may harm or damage the Container.
8. The Customer shall be liable for any loss of or damage to the Container that is discovered within fourteen (14) days after the moment of redelivery of the Container by the Customer. If a Container is declared a total loss or is missing, the Customer is obliged to pay to RCC the replacement value of the Container.

#### **Article 11 - Performance of activities**

1. The Customer shall ensure that RCC is able to carry out activities without interruption and at the agreed time and that, when executing work at a location other than RCC's own premises, RCC has access to the required facilities, including – but not limited to – gas, water, electricity, heating, lockable and dry storage room and any other facilities required by legislation and regulations regarding health and safety work environments.
2. The Customer shall be liable for all damage to or loss of tools, materials and any other property of RCC located at the place where the work is performed.
3. The Customer shall provide RCC with any data, information, specifications, drawings, calculations, materials, devices and other matters that are relevant to or required for performing the activities and the Customer shall ensure that RCC receives such matters in time, accurately, correctly and completely.
4. The Customer may at its own expense examine or arrange for the examination of the materials that RCC wishes to use for the performance of the activities. If the Customer does not approve of the use of the materials, it shall provide RCC with other materials, at the Customer's expense, and RCC shall not be liable for any delay caused or costs incurred.
5. RCC shall be entitled to determine or to specify the period during or moment on which the activities will be performed by RCC. Unless expressly agreed otherwise in writing, these periods and moments are indicative only and non-binding.
6. If there are any unworkable conditions, RCC may postpone, at its sole discretion, the period or moment on which the activities will be performed by RCC. Unworkable conditions shall include unworkable weather conditions (such as precipitation, wind and frost), and all other conditions, which may cause an unsafe working situation or a situation during which the activities cannot be carried out properly.
7. RCC shall be entitled to suspend performance of its obligations if RCC is temporarily prevented from performance of its obligations by circumstances that characterize as Force Majeure within the meaning of paragraph 2(b) of Article 13 of these RCC Conditions. RCC shall be entitled to terminate the agreement if performance is impossible permanently or longer than three (3) consecutive weeks.
8. The Customer shall not be entitled to claim for compensation for damages or losses resulting from the suspension or termination by RCC because of Force Majeure.

## **Article 12 – Receipt and delivery**

1. Receipt and delivery of Containers will be confirmed by means of an I/R receipt.
2. On redelivery and/or transfer of a damaged Container, provided that the redelivery of the Container was previously notified, an I/R receipt will be supplied, with the notification 'damaged', upon receipt of which the party or person collecting the Container, may leave the depot. The Customer will receive a damage report (damage estimation) at a later stage.
3. In the event that there is a damaged Container within the meaning of paragraph 2 of this Article, the Customer may instruct RCC to perform repair work or to carry out an inspection, at the Customer's expense, unless RCC is liable for the damage in accordance with these RCC Conditions. Instructions can only be accepted in writing.
4. At the time of delivery, but in no event later than two (2) working days after delivery, the Customer is obliged to inspect the Container(s) and check whether the quantity and quality of the Container(s) comply with the specifications as specified in the offer or quotation, and, in the event that a Container has been transported by or on behalf of RCC and that Container contains cargo, to also inspect the cargo and check whether its quantity and quality are in order.
5. The Customer is obliged to give written notice to RCC of any damage, loss, lack of conformity or presence of any defects relating to a Container or its cargo immediately after the inspection as specified in paragraph 4 of this Article, but in no event later than three (3) working days after delivery, subject to lapse of any of its rights to claim in respect of this Container or cargo.
6. In the event that the Customer gives notice of any damage, loss, lack of conformity or defects within the meaning of paragraph 4 and 5 of this Article, the Customer shall give RCC the opportunity to remedy the lack of conformity or to perform repair work or to carry out an inspection in relation to a Container.
7. In the event that the Customer proves that RCC is liable for the damage, loss, lack of conformity or defects in accordance with these RCC Conditions, the remedy or repair work or inspection as mentioned in paragraph 6 of this Article shall be at RCC's expense.
8. RCC shall in any event not be liable for any damage, loss, lack of conformity or defects that are a consequence of:
  - a. normal wear and tear;
  - b. deterioration in quality due to storage;
  - c. injudicious use;
  - d. maintenance that is not or not properly carried out by the Customer or a third party;
  - e. installation, fitting, alteration or repair carried out by the Customer or a third party;
  - f. use of materials, choice of materials or method or repair prescribed and/or supplied by or on behalf of the Customer; and/or
  - g. emergency repairs carried out by RCC at the request of the Customer.
9. In the event that any lack of conformity or defects, for which RCC is liable pursuant to these RCC Conditions, come to light after delivery of the Container, the Customer shall give written notice to RCC thereof immediately after discovery of the lack of conformity or defects, but in any event within ten (10) working days after delivery, and shall give RCC the opportunity to remedy the lack of conformity or to repair these defects within a reasonable period, unless the extent of the repair work is in no proportion to the extent of the lack of conformity or defects.
10. The Container(s) shall be deemed to have been delivered complete and in good condition if:
  - a. the Customer has implicitly or explicitly approved the Container verbally or in writing;

- b. the Customer does not give notice of any damage, loss, lack of conformity or defects within the time limits as specified in these RCC Conditions; and/or
  - c. the Container has been used by the Customer, which shall also include the resale of the Container by the Customer to a third party.
11. In the event the Customer does not collect the Container at the agreed time or place for delivery, the Customer shall be obliged to pay a penalty to RCC of EUR 1,00 per calendar day that the Container is not being collected from the fifteenth calendar day after the day that the Container was not collected, in addition to compensation of any costs incurred by RCC in relation to the non-collection of the Container.

### **Article 13 – Liability and indemnification**

1. In so far as no other liability regime applies pursuant to Articles 3 up to and including 10 of these RCC Conditions, including the MLA, the RSC 1976, the Dutch Warehousing Conditions and the CMR Convention as referred to in those Articles, the liability of RCC towards the Customer is limited to EUR 10,000 for each incident or series of incidents resulting from the same cause, up to a maximum aggregate amount of EUR 50,000 for each Customer per calendar year, unless the Customer proves that the damage or loss was the result of wilful intent or gross negligence on the part of RCC and/or its management.
2. Unless the Customer proves that the damage or loss was the result of wilful intent or gross negligence on the part of RCC and/or its management, RCC shall never be liable for:
  - a. any damage or loss other than damage to or loss of Container(s), such as consequential loss or damage, including loss of profit or turnover and loss due to business interruption; and
  - b. damage or loss resulting from circumstances characterizing as "Force Majeure". Force Majeure shall include – but shall not be limited to – any act of God, earthquake, flood, heavy weather conditions (such as a storm with a wind-force of 7 or more on the scale of Beaufort), terrorist attack, war, strike or similar labour actions, border blockades, closures or blockades of ports, roads, inland waterways, railway lines, shunting areas, yards, terminals, people trying to gain access to Containers or to means of transport, vandalism, loss or theft of tools or materials, attachments or seizures of Containers by third parties or the authorities, computer breakdowns, cyber-attacks and cybercrime, or any other circumstance that RCC could not have avoided and the consequences of which it could not have prevented.
3. The period of liability of RCC commences at the time that RCC, its employees or auxiliary person becomes in effective control of the Container(s) and ends at the time that RCC, its employees or auxiliary persons lose the actual effective control of the Container(s).
4. The Customer is obliged to pass on to RCC within the specified time any information and data which is required and prescribed by regulations, including, but not limited to, the SOLAS Convention (the International Convention for the Safety of Life at Sea).
5. The Customer is obliged to indemnify and compensate RCC with respect to any and all costs, liabilities, fines, payments, import/export and other duties, toll charges, customs levies, taxes, damage, loss or (third party) claims incurred by or imposed on RCC, its employees or auxiliary persons in connection with the activities carried out, for whatever reason, including – but not limited to – as a result of information or data incorrectly passed on by the Customer to RCC, or as a result of damage caused by the Container or other property of the Customer or by cargo residues, whether or not visible, in the Container, including any radiation and gases, and irrespective of whether such claim is the result of a fault in the performance on the part of RCC, its employees or auxiliary persons, unless the Customer proves that such damage, loss or claim is



the direct result of wilful intent or gross negligence on the part of RCC or its management.

6. The Customer is obliged to indemnify and compensate RCC for any claim submitted by a third party to RCC in connection with the agreement concluded between RCC and the Customer, in so far as the claim exceeds the limited liability of RCC under the RCC Conditions, including the applicable liability regimes as referred to therein.
7. All claims of the Customer against RCC shall lapse by the mere expiry of a period of twelve (12) months, unless RCC and the Customer have agreed in writing on an extension of the time limit. The aforementioned period commences : i) in the event of a total loss or damage to the Container(s), or any other defect, complaint or claim in (direct) relation to the Container(s) or its cargo, on the day on which the Container(s) and/or its cargo will be or should have been delivered by RCC to the Customer or ii) in case of all other claims, on the day on which the claim becomes due and payable.

#### **Article 14 – Third parties**

1. RCC is entitled to make use of third parties for the performance of all activities.
2. Any auxiliary persons, subcontractors, agents, representatives, employees or others who have received an order from or who have been appointed or engaged by RCC, shall each separately enjoy the same protection and be entitled to the same exclusions, exemptions and limitations of liability as apply to RCC under these RCC Conditions and under the agreement between the Customer and RCC. In that event, any reference to "RCC" in the RCC Conditions shall include a reference to such auxiliary persons, subcontractors, agents, representatives, employees or other persons.

#### **Article 15 – Offers**

1. Offers and quotations made in oral form are free of obligations. Written offers and quotations only apply during the term for acceptance as specified in the submitted offer or quotation.
2. RCC may rely on the data, information, drawings etcetera provided by the Customer when making an offer or quotation.
3. Offers submitted by RCC will only be binding if the Customer has signed the most recent submitted offer by providing his name, signature and company stamp and after returning such signed offer to RCC. Offers submitted earlier are automatically cancelled at the moment and until that time the offer submitted earlier applies, if any.
4. The offer or quotation shall state the specifications and guarantees (if any) relating to the activities to be performed by RCC.
5. Turnover tax and any other charges, levies, duties and taxes will only be included in the prices quoted by RCC if this is expressly mentioned. Nevertheless, RCC is entitled to pass on to the Customer all charges, taxes, duties and levies relating to the agreement.
6. If, after acceptance of the offer or quotation submitted by RCC, it takes longer than seven (7) days before an agreement is performed, RCC will be entitled to charge to the Customer any price and rate changes, which have taken place in the meantime.
7. If, after acceptance of the offer or quotation submitted by RCC, the prices and rates quoted by RCC increase due to (changed) legislation or regulations, and the agreement has not being performed yet, RCC will be entitled to charge such price and rate changes to the Customer.

#### **Article 16 – Payment and default**

1. Invoices of RCC shall be paid within thirty (30) days of the invoice date, unless explicitly stated otherwise in writing by RCC.
2. In the event that RCC and Customer agreed to a credit margin, which amount shall be specified in the offer or quotation, and that credit margin amount has been reached,

the Customer shall be obliged to make advance payments in respect of activities to be performed by RCC.

3. The Customer is not entitled to suspend or to set off any payments.
4. If the Customer fails to pay the invoice in full within the period mentioned in paragraph 1 of this Article, the Customer owes to RCC the statutory commercial interest on the amount due, to be calculated as from the invoice date, as well as the extrajudicial collection costs and legal costs actually incurred by RCC.
5. As soon as the Customer is in default with its payments obligations towards RCC, RCC is entitled to suspend its obligations towards the Customer, until the Customer has complied with all its obligations towards RCC, or has provided sufficient security for the compliance with its obligations.
6. If the Customer remains in default towards RCC during thirty (30) days, RCC is entitled to terminate any and all agreements concluded with the Customer by merely giving notice in writing, without prejudice to RCC's right to demand payment for the activities already carried out by RCC, as well as compensation for damage or loss due to non-compliance in other respects.
7. In the event of liquidation or suspension of payment of the Customer, or an attachment of a substantial part of the Customer's assets, the claims of RCC will be immediately due and payable and all the concluded agreements may be terminated without Court intervention, at RCC's discretion.

#### **Article 17 – Security**

1. If upon payment a dispute arises about the amount due or if for the determination of this amount a calculation is necessary which cannot be made on short notice, the Customer is obliged at RCC's request to pay without delay the part of the amount being due and payable on which the parties have reached agreement and to provide security for the payment of the contested part or of that part of the amount which has not been determined yet, all this at RCC's option.
2. Upon first demand by RCC, the Customer will provide security for costs paid or to be paid by RCC to third parties or government bodies and for other costs which RCC incurs or may incur for the Customer, including freight charges, port charges, entitlements, levies and premiums.

#### **Article 18 – Right of retention and right of pledge**

1. RCC is entitled to refuse to hand over any Containers, objects, documents and monies, which RCC holds or will hold for whatever reason and with whatever destination, in respect of any party or person.
2. RCC has a right of retention in respect of any and all Containers, objects, documents and monies, which RCC holds or will hold for whatever reason and with whatever destination, for all claims RCC has or might have in the future against the Customer and/or the owner, also in respect of claims that do not relate to the Containers, objects, documents or monies.
3. RCC has a right of pledge on all Containers, objects, documents and monies, which RCC holds or will hold for whatever reason and with whatever destination, for all claims which RCC has or might have in the future against the Customer and/or the owner.
4. RCC may also exercise the right of retention and the right of pledge referred to in this Article for the amount the Customer still owes to RCC in relation to previous orders or agreements.
5. The sale of Containers, objects or documents in respect of which RCC exercises a right of retention or a right of pledge will take place at the Customer's expense in the manner prescribed by law or privately if there is consensus.

#### **Article 19 – Intellectual property rights**

1. RCC retains all intellectual property rights in respect of offers, designs, illustrations, drawings, models, calculations, test models, software, or any other objects or documents supplied by RCC, irrespective of whether RCC charged the Customer for their supply or production, and such objects or documents remain the exclusive property of RCC at any time.
2. The Customer shall not disclose, copy or in any other way use the data as referred to in paragraph 1 of this Article without the explicit written consent of RCC, subject to a penalty of EUR 5,000 per infringement of this obligation, and shall return the data supplied to him at the first request of RCC, subject of a penalty of EUR 1,000 per day. The penalties are due to RCC and may be claimed in addition to any other compensation of costs or damages.
3. In the event the Customer shall not accept an offer or quotation submitted by RCC, the Customer shall return the offer or quotation including all its related or attached designs, drawings, models, calculations or any other objects or documents, to RCC within seven (7) working days from the moment of the notification of the non-acceptance by the Customer.
4. The Customer shall indemnify and compensate RCC with respect to any and all costs, liabilities and (third party) claims whatsoever incurred by RCC, its employees or auxiliary persons because of any breach of the Customer's obligations in this Article.

#### **Article 20 – Confidentiality**

1. The Customer is obliged to keep confidential any and all data, information and documents relating to the agreement concluded with RCC or by reason of the activities to be carried out by RCC which he will come to have in his possession, except and in so far as there exists a statutory obligation to disclose, and in this respect, the Customer shall comply with all the applicable regulations and privacy legislation.
2. The Customer is obliged to indemnify and compensate RCC with respect to any and all costs, liabilities, fines, payments or other costs incurred by or imposed on RCC, its employees or auxiliary persons, as a result of a breach of the obligations arising from paragraph 1 of this Article.

#### **Article 21 – Applicable law and jurisdiction**

1. Dutch law applies to all legal relationships between RCC and the Customer, as well as to the RCC Conditions.
2. The applicability of the Vienna Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.
3. Any dispute howsoever arising from or in connection with agreements or offers to which the RCC Conditions apply, shall be exclusively brought before the competent Court in Rotterdam, the Netherlands.
4. If mandatory law should preclude the exclusive nature of the jurisdiction clause of paragraph 3 of this Article, this jurisdiction clause will confer additional jurisdiction on the Court referred to hereinabove.