

#### 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.



#### Article 8. (Return) Transport

1. The transport of the container to and from the Client to the designed location as agreed in the rental agreement is always for the account and responsibility of the Client.
2. The container shall be returned to the designated location of the Client with all shipping costs paid by the Client, and must be returned totally empty, in the same condition as when delivered and accompanied by a purging certificate stating nitrogen content.

#### Article 9. Periodical inspection of the container

When renting a container the container has normally a remaining operation time to the next periodical inspection (re-approval) required by the current regulations of at least one year. On long-term rentals- more than one year- the Client undertakes to deliver and submit the container to periodical inspection not later than the last date for the re-approval. A suitable repair institute for re-approval shall, if possible, be designated in co-operation between the Client and Cryo Tainer.

Cryo Tainer has the final right to designate a suitable institute where the inspection can take place. The Client shall pay all the transport costs for transport or shipment to and from the repair institute. Cryo Tainer will cover the periodical inspection costs itself. Cryo Tainer is not obliged to deliver a replacement container for the time needed for a periodical inspection.

#### Article 10. Prolongation of rental for an agreed term

Prolongation of a rental period for a container is to requested at least one month before the contract expires. A prolongation is only valid if accepted in writing by Cryo Tainer. Cryo Tainer has always the right to refuse a prolongation of the rental term for a container.

#### Article 11. Termination of rental (term of notice)for an indefinite term

1. The rent of a container for an indefinite term can at all times be terminated by written notification by Cryo Tainer to be sent to the Client, taking into consideration a notice period of two (2) months against the end of a calendar month.
2. If the Client is not fulfilling its obligations in respect of the usage of the container, e.g. by not handling the container properly, not putting the container timely at the Client's disposal for re-inspection, violating the rental conditions or not paying the invoices timely, Cryo Tainer has the right to terminate the rental of the container with immediate effect. Return sending of the container by the Client is to be effected under the same conditions as for normal rental termination.

#### Article 12. Personnel

1. Cryo Tainer has qualified Personnel under employ, skilled in the handling of tank containers, its equipment, the products transported with tank containers (such as liquid gases et cetera) and the vehicles used to move tank containers and/or additional equipment.  
If separately agreed in the rental agreement the Client can hire the Personnel from Cryo Tainer against the terms and fees as written out in the rental agreement. These fees are quoted by Cryo Tainer exclusive of VAT.  
Cryo Tainer does not guarantee the availability of the Personnel under the rental agreement. Force majeure on the side of Cryo Tainer, such as e.g. illness of the Personnel, might lead to a situation in which the agreed Personnel cannot be made available by Cryo Tainer. Cryo Tainer has in that situation the right, but not the obligation to provide substitute personnel. If no substitute personnel can be supplied by Cryo Tainer, the Client is released from its obligation to pay the agreed fees to Cryo Tainer for the Personnel without any further right for the Client to claim damages and/or compensation from Cryo Tainer.
2. The personnel hired from Cryo Tainer under the rental agreement shall perform their services on the premises of the Client and/or the premises designated by the Client. As such, the Client guarantees towards Cryo Tainer and said personnel that the premises and personnel working on the premises where the Personnel has to perform its services, comply with the applicable safety, education and security regulations in the Netherlands and/or the country where the premises the services are to be performed is situated. Furthermore, the Client guarantees towards Cryo Tainer and its Personnel that it shall comply with the applicable working conditions legislation.  
As regards the fees due by the Client towards Cryo Tainer for the services of the Personnel under the rental agreement, clause 5, section 2 up to and including 7, is equally applicable, except that Personnel fees are charged for against dayrate.
3. In the performance of the services by the Personnel under the rental agreement, the personnel works under the supervision of the Client. As such, Cryo Tainer accepts no liability whatsoever towards the Client and/or any third party involved with or connected to any services performed by the Personnel for the Client under the rental agreement. The Client shall hold Cryo Tainer irrevocably and unconditionally harmless for any damages caused to a third party by the Personnel under the rental agreement. Furthermore, the Client shall irrevocably indemnify Cryo Tainer for all claims that might arise from such actions of the Personnel from any third party.

In case the Personnel of Cryo Tainer becomes (partly) disabled in the performance of the rental agreement for the Client, or is involved in an accident at work, the Client herewith accepts to be fully liable towards Cryo Tainer and the Personnel for compensation of all damages Cryo Tainer and the Personnel suffer because of that, except in circumstances where this damage is based upon intentional reckless behaviour or intention on the side of the Personnel.

Cryo Tainer is authorised to call in the Client to implead Cryo Tainer against claims of the Personnel.



**Article 13. Services agreement for specialized work**

1. Cryo Tainer and the Client can agree on an assignment on basis of which Cryo Tainer is assigned to fulfil specialized work for the Client. The specialized services are: inerting; pressure testing; reactor cooldown; hot stripping; pigging; displacement; helium leaktesting; drying; purging.. Such an assignment is accepted by Cryo Tainer under the conditions as stipulated in these general conditions.
2. In case of a services agreement between Cryo Tainer and the Client for specialized work, the Client is obliged to ensure that:
  - a) Specific conditions and requirements for the material and staff of Cryo Tainer to initiate the work under the agreement for specialized work are met, such as free and suitable entrance to the working environment, the availability of electricity, water and other energy or similar tools required to perform the services by Cryo Tainer for the Client;
  - b) the Client disposes of all required permits and/or governmental approvals and documents;
  - c) the installation and/or other material in relation to which the services are performed is in good shape, properly and securely working and suitable to be connected to the material of Cryo Tainer. Cryo Tainer has no obligation to investigate itself the correctness hereof;
  - d) staff of the Client working around or with the staff of Cryo Tainer is properly trained, instructed and skilled.
3. In case one or more of the conditions of section 2 of this article are not met by the Client, Cryo Tainer has the right to postpone the performance of the services, whereby Cryo Tainer is allowed to charge the Client the agreed fees for material and staff made available. In case the non-fulfilment of the Client leads to a termination of the services agreement by Cryo Tainer, the Client is liable for all damages of Cryo Tainer suffered because of that termination.
4. In case of a services agreement for specialized work, the Client is solely responsible for the whole installation/pipe line etc. on which the materials of Cryo Tainer are to be connected to fulfil its services. Cryo Tainer accepts no liability whatsoever for other materials than its own materials and its own personnel during the fulfilment of the agreement, and limits its liability at all times to the turnover amount directly related to the assignment/services agreement. The same applies to personnel of the Client who are co-operating with Cryo Tainer's Personnel under the fulfilment of a services agreement. Cryo Tainer is never liable for any actions undertaken by this personnel of the Client.
5. Services supplied by Cryo Tainer under an agreement for specialized work are performed by Cryo Tainer to the best of its abilities, however without guaranteeing a certain result. These services are considered to be accepted by the Client:
  - a) In case of explicit approval by the Client after being notified of finalisation thereof; or
  - b) Eight (8) days have passed after Cryo Tainer has advised the Client in writing that the services under the agreement are fulfilled, and the Client has not filed any written complaints or notices in respect of that work with Cryo Tainer; or
  - c) Eight (8) days have passed after which Cryo Tainer has advised the Client in writing that the services under the agreement are fulfilled, and the Client has not inspected the work performed by Cryo Tainer under the agreement;
  - d) The Client effectively has started using the installation and/or material subject to an agreement for specialized work.
6. In relation to the services agreement, dates mentioned for the delivery of services are only an indication. Furthermore, Cryo Tainer reserves at all times the right to postpone its services under an agreement on basis of Force Majeure ("overmacht").

**Article 14. Disputes. Applicable law.**

1. These general conditions, the rental agreements and all disputes arising from thereof are governed by Dutch law.
2. All disputes arising from these general conditions or the related rental agreements are to be settled by the Courts in Rotterdam, the Netherlands.

Schiedam, 12 September 2006