

GENERAL TERMS AND CONDITIONS GADOT BELGIUM-SERVICES

These General Terms and Conditions (GTC) govern **Client's** purchase of logistic, chemical filling, blending, storage, manufacturing, handling, terminaling and other (value added) services and works performed by GADOT BELGIUM (collectively referred to as "Services", products manufactured via the Service Provider's Services are referred to as the "Goods") from **Service Provider**. "**Service Provider**" means GADOT BELGIUM BV identified in the applicable Service Agreement.

Gadot Belgium BV means:

GADOT BELGIUM BV

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IBAN : BE28 7310 2375 0120

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1. Commercial Conditions

(a) **Contractual Documents.** The Client will place all orders for Services via: (i) a signed order form referencing these General Terms and Conditions (GTC) ("Order Form"); or (ii) a purchase order or a written Service Agreement based on Service Provider's standard Service Agreement templates for various Services, as will be decided by Service Provider, from Client that is accepted by Service Provider (a "Services Agreement") referencing these General Terms and Conditions (GTC). The Order Form and/or Services Agreement are "Contractual Documents". These General Terms and Conditions (GTC) together with its applicable schedules and Service Agreement constitute the "Service Agreement". These General Terms and Conditions (GTC) incorporate GADOT BELGIUM's Privacy Statement which is also applicable to Client's purchase of Services.

(b) **Payment.** Client will pay Product and Services fees ("Fees") in the currency set forth in the Service Agreement within thirty (30) days of invoice date. Service Provider reserves the right to require pre-payment, down payment, standby letter of credit, or bank guarantee at any time.

(c) **Late Payment.** Non-Payment. If the Client fails to pay any Fees due, Service Provider may (i) immediately suspend the delivery of any Service until all amounts due are paid; (ii) request immediate payment or pre-payment for Services; and/or (iii) cancel, without liability to Service Provider, any or all Service Agreements.

(d) All Fees due and unpaid shall bear default interest at the higher rate of one and a half percent (1.5%) per month or the applicable legal rate.

(e) **Legal Retention right and lien.** The Client grants the Service Provider a right of retention and a lien in accordance with the provisions of Section 1948 of the Civil Code and the Law of May 5th 1872 (Law on the Sale of Pledge) by way of guarantee for all his undertakings and the payment of all sums incurred by reason of same. Should the Client default any undertaking to pay, the Service Provider is given the right to proceed to a sale of pledge procedure.

(f) The Client undertakes to assume all current and future charges and taxes on the storage or the handling of the Goods subject to the Service for his own account. A commission of 3% a month will be charged to the Client for all advance payments, charges, deposits, sureties and similar provisions paid by the Service Provider.

(g) **Taxes and Charges.** All Fees are exclusive of any Value Added Taxes, withholding taxes, sales and other taxes, customs duties, and similar assessments in any jurisdiction based on gross revenue, delivery, possession, and/or use of the Services, or the execution or performance of a Service Agreement, except

corporate taxes assessed on Service Provider. Client will pay all duties and taxes in any form such as service taxes, excise duties, VAT, GST, WHT, and similar charges and, when applicable, provide Service Provider with an appropriate certificate of exemption. Should the Fees be subject to withholding tax or any deduction, Client agrees that the payment will be increased by such an amount to ensure that Service Provider receives and retains the net fee it would have received had no such withholding or deduction been made.

(h) **Complaints.** All complaints regarding the Services must be communicated by Client to Service Provider in the following timelines:

- Non-delivery/late delivery: within 5 business days after the contractually agreed delivery date
- Defects: within maximum 30 calendar days after delivery
- All other service deficiency: within maximum 30 calendar days after execution of the service

In case the above timelines are not respected, the complaint and potential claim deriving therefrom are unconditionally and irrevocably waived by Client and the claim of Client automatically and as per law expires.

(i) **Incoterms.** Deliveries of Goods produced and/or delivered to Client are made "ex warehouses" Gadot (INCOTERMS 2020 EXW). Transport costs, storage costs, insurance costs, etc. are not included in the Fees unless expressly mentioned. The storage of the Goods pending delivery or collection is done at the Client's sole risk.

Are further for the account of the Client: Loading on truck (carrier), Export formalities, Carriage to port of export, Unloading of truck in port of export, Loading charges in port of export, Freight to port of import, Unloading charges in port of import, Loading on truck in port of import, Carriage to place of destination, Insurance, Import customs clearance, Import taxes.

In case another Incoterm is agreed between the Client and the Service Provider, this may only be DDP or FCA.

(j) **Transfer of Risk.** The risk of loss, damage or destruction of the Goods shall transfer to the Client at the moment of delivery ex warehouse, even if the Goods are afterwards transported by Service Provider or are stored in the Service Provider warehouse after the agreed delivery date at the Client's request. If it is expressly agreed that Service Provider is handling the transport, then Service Provider will determine the mode of transportation, shipping, packaging, etcetera, unless instructed otherwise by the Client. Also in that case the risk of storage, loading, transportation and unloading remains with the Client and Service Provider cannot be held liable for that under any circumstances. If the Parties have agreed on a different delivery method this applies only to this individual agreement and not to any subsequent agreement between the Parties.

(k) **Transfer of Ownership and Acceptance of the Goods.** The delivery to Client and acceptance of the Goods by the Client entails the transfer of ownership, provided all amounts due were paid by Client prior to such delivery. For this purpose, the reception note signed by the Client will be binding upon Client. The receipt of the Goods and signing of the reception note cover the quality of the product, its storage, or its patent and latent defects.

(l) **Execution of Orders.** Service Provider reserves the right to execute orders in parts and to invoice every part separately. Any costs related hereto are completely at the Client's expense.

(m) **Delivery time.** The times of delivery and/or delivery dates are purely informative, they are therefore only indicative and not binding. Delay in the delivery of the Goods does not give the Client the right to terminate the Services Agreement at Service Provider's expense, nor does it give the Client the right to any form of compensation. In the event that such delivery times are not met by Service Provider, the Client has no right to cancel the order either wholly or in part or to return the Goods at the expense and risk of the Service Provider, or to refuse either all or part of the delivery. The Client can also not suspend its payment obligations to the Service Provider on this basis. Any event beyond the Service Provider's will or control or which impedes the Service Provider to fulfil its obligations will be considered as a case of force majeure, such as accidents, incidents, war and its consequences, bad weather conditions, breakdowns at Service Provider's supplier(s) or subcontractor(s) plant(s), difficulties in transport, etc...

which occur at Service Provider's or at Service Provider's supplier's or (sub)contractors.

(n) **Modifications.** Modifications to an order at the Client's request automatically cancel the initially proposed estimated times of delivery.

(o) **Refusal of Goods.** If the Client refuses to accept or receive the ordered Goods, Service Provider has the choice between (a) the execution in kind, in particular to force the Client to accept the delivery, or (b) a penalty compensation of 20% of the agreed Fees for non-execution and termination of the Services Agreement at the Client's expense, without prejudice to its right to recover the actual damages.

(p) **Transport.** The Goods travel at the Client's risk, even if the transport is paid by Service Provider. The Client is obliged to insure these risks. If the Client is not present at the agreed delivery address and time, thereby making the delivery impossible, then the costs for a second delivery will where appropriate additionally be charged and will be payable on the expiry date of the principal amount of the invoice issued by Service Provider for the delivery of the Goods.

(q) **Protest of invoices.** Protest of invoices of Service Provider must be motivated in writing by registered mail and must reach us within 8 days after the invoice date. In order to be validly made, each complaint with regard to advance payments, payments and invoices must be done by Client via registered letter to Client's registered seat within 8 calendar days as from receipt of the invoice. The date of invoice is irrevocably deemed to be the date of sending of the invoice. Payment of the invoice without any objection within the contractual term is always and without any exception deemed to be irrefutable proof of the executed supplies of Goods. The recording of the invoice in Service Provider's accounting and/or in Service Provider's VAT declaration constitutes irrefutable proof of the sending of the invoice or order.

(r) **Guarantee.** Service Provider does not provide any other guarantee than those expressly stated in these Conditions. The guarantee of Service Provider is limited to those obtained by Service Provider from its own supplier(s) or (sub)contractor(s). The Goods however may not be treated or processed by Client. The possible guarantee of the relevant supplier or (sub)contractor does however not extend to: -physical damages, consecutive or consequential damages, immaterial damages or commercial damages caused to the Client or to third parties; -wrong or incorrect use, treatment or processing of the Goods, -damages caused by force majeure or unforeseen circumstances; -use or alteration of the Goods which do not conform with Service Provider's instructions; -willful misconduct or express fault of Client or the user of the Goods; -damages one by humidity or freezing temperatures;

2. Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE APPLICABLE CONTRACTUAL DOCUMENTS, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SERVICES, WHETHER EXPRESS, IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY SERVICE PROVIDER OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF CONDITION OR OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED, AND DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

3. Liability

The Client accepts full liability for all harm, both direct and indirect, including loss of profits, that may be the consequence of any non-compliance by the Client with any obligation or undertaking provided for by law and/or by these General Terms and Conditions (GTC) and the Service Agreement.

The Client must also hold the Service Provider harmless and indemnified for and against all claims that may be made by third parties by reason of losses, damages, physical injury, or in any other form whatsoever against the Service Provider in consequence of any breach by the Client of any Service Agreement or legal obligation.

The Client is jointly and severally liable with and for the actions, inactions, errors and omissions all third parties contracted by Client for all damages and losses, whether direct or indirect, caused by any reason

whatsoever to the latter, and which might be caused by the Client and such third parties.

4. Limitation of Liability

SERVICE PROVIDER NOR ITS AFFILIATES, LICENSORS, OR SERVICE PROVIDERS SHALL, UNDER ANY CIRCUMSTANCES, HAVE ANY LIABILITY TO THE Client FOR ANY INDIRECT, RELIANCE, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFITS, LOST OR DAMAGED DATA, SERVICE DOWNTIME, CHANGE IN IP ADDRESS, BUSINESS INTERRUPTION, REPLACEMENT OR RECOVERY COSTS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF THE Client WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER ARISING OUT OF BREACH OR FAILURE OF AN EXPRESS OR IMPLIED WARRANTY, BREACH OF SERVICE AGREEMENT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF SERVICE PROVIDER AND ITS AFFILIATES AND LICENSORS FOR ANY AND ALL CLAIMS, ACTIONS OR PROCEEDINGS BASED ON BREACH OR REPUDIATION OF SERVICE AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STATUTORY DUTY, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH A SERVICE AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY Client FOR THE SPECIFIC SERVICE THAT DIRECTLY CAUSED THE DAMAGE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

The liability of Service Provider is in any case limited to compensation for foreseeable, direct and property damage. Service Provider cannot be held liable for unforeseeable, non-property, intangible, indirect, or consequential damage, or loss of use or loss of profit suffered by the Client or third parties. The Client is bound to regularly test the quality of the Goods and when defects are noticed, the processing of the Goods should not be started up or is to be stopped immediately.

If a delivery of Goods is only partially compliant or defective, only the alleged defective or non-compliant part or portion should be returned, and in no case the entire Order. In the case of delivery of defective portion or part of the Goods the responsibility of Service Provider is limited to the free replacement of that portion or part of the Goods. Service Provider can never be held liable for any damages that might be caused by the Goods supplied, when these have been put in production or operation by the Buyer or processed by the Buyer or by any other third party who bought, used or processed them from or on behalf of the Buyer. The Service Provider can furthermore not be held liable by the Client for harm to Goods that should be the object of Goods Insurance.

The Service Provider can furthermore not be held liable by the Client for harm to Goods that should be the object of Goods Insurance.

Should the contractual or extra-contractual liability of the Service Provider be proven, the liability of Service Provider for loss or damages to Goods subject to the Services is limited to damages or losses caused by an operational fault of Service Provider (no all-risk property liability!) € 500.00 per ton of lost or damaged Goods and may in no case exceed more than € 250,000.00 per loss. The amount that the Client receives in the context of this limited liability may, however, not be more than his proportional share of the various claims that may arise from a single loss, and such as this might be claimed by the Client or together with other Clients.

Service Provider is in any event (but not limited to the below cases) relieved of all liability for the following, whereby this list is by no means exhaustive :

- indirect, consequential and non-property damages or losses, including third party claims, such as among other things waiting times, demurrage, business losses, etc.;
- Penalties, damages or losses for late performance of delivery of Services or Goods
- all losses before and after the period the Service Provider has the Goods in its care;
- force majeure;
- third party error;
- concealment or false declaration by the Client or third parties;
- damage to the Goods covered by the Goods insurance as set out in Article 9 (Goods Insurance);

Gadot will have no liability for Shrinkage Allowance which is defined as follows: any loss of Goods or Product which is less than half a percent (0,5%) of the total quantity received from Customer by Gadot per year as well as any loss of Product due to evaporation, shrinkage, line loss or clingage and/or line flushings.

5. All-risk Property Insurance for Goods delivered to or manufactured by Service Provider

The Client undertakes to cause the Goods and his liabilities pursuant to these General Terms and Conditions (GTC) to be insured against all risks (“Goods Insurance”) with waiver of recourse by the insurer and the Client himself against the Service Provider except in case of damages or losses caused by the operational fault of the Service Provider. The Client undertakes to submit the relevant insurance certificates to the Service Provider prior to delivery of the Goods subject to the Services at the premises of Service Provider. All deductibles and exclusions of the Goods Insurance shall be for the sole account of Client.

6. Force Majeure

1. Definition. “Force Majeure” means the occurrence of an event or circumstance (“Force Majeure Event”) that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment (“the Affected Party”) proves: a) that such impediment is beyond its reasonable control; and b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

2. Non-performance by third parties. Where a contracting party fails to perform one or more of its contractual obligations because of default by a third party whom it has engaged to perform the whole or part of the contract, the contracting party may invoke Force Majeure only to the extent that the requirements under paragraph 1 of this Clause are established both for the contracting party and for the third party.

3. Presumed Force Majeure Events. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause, and the Affected Party only needs to prove that condition (c) of paragraph 1 is satisfied:

- a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
- b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
- c) currency and trade restriction, embargo, sanction;
- d) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
- e) plague, pandemic, epidemic, disease, natural disaster or extreme natural event, earthquake;
- f) government measures or decisions, explosion, fire, destruction of equipment, measures of government in general, late delivery, third party strikes, bankruptcies of third parties, labor shortage, fuel shortage, destruction of facilities or parts of same prolonged break-down of transport, telecommunication, information system or energy;
- g) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises. ;
- h) destruction of the storage facilities or parts of same, loss of certification, permits, authorizations to operate equipment, tanks or the plant,

unsafe situations occurring that endanger the safe and professional operation of the plan, equipment, tanks and/or that endanger business continuity.

4. **Notification.** The Affected Party shall give notice of the event without delay to the other party.

5. **Consequences of Force Majeure.** A party successfully invoking this Clause is relieved from its duty to perform its obligations under the Agreement and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. The other party may suspend the performance of its obligations, if applicable, from the date of the notice. Service Provider shall be excused from performance or punctual performance for so long as the cause of prevention or delay continues.

Every form of force majeure releases Service Provider from its liability.

6. **Temporary impediment.** Where the effect of the impediment or event invoked is temporary, the consequences set out under paragraph 5 above shall apply only as long as the impediment invoked prevents performance by the Affected Party of its contractual obligations. The Affected Party must notify the other party as soon as the impediment ceases to impede performance of its contractual obligations.

7. **Duty to mitigate.** The Affected Party is under an obligation to take all reasonable measures to limit the effect of the event invoked upon performance of the contract.

8. **Agreement termination.** Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 30 days.

9. **Unjust enrichment.** Where paragraph 8 above applies and where the Client has, by reason of anything done by Gadot in the performance of the contract, derived a benefit before the termination of the contract, the Client deriving such a benefit shall pay to Gadot a sum of money equivalent to the value of such benefit.

10. A party to a contract is bound to perform its contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

11. Notwithstanding paragraph 11 of this Clause, where a party to a contract proves that:

a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that

b) it could not reasonably have avoided or overcome the event or its consequences, the parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

Where paragraph 11 of this Clause applies, but where the parties have been unable to agree alternative contractual terms as provided in that paragraph, the party invoking this Clause is entitled to terminate the contract with a 90 days' notice period, but cannot request adaptation by the judge or arbitrator without the agreement of the other party.

7. Confidential Information

“Confidential Information” means all information disclosed by either party (as “Discloser”) directly or indirectly in any form such as written, oral or visual, in machine-readable or other tangible form, relating to its business. Confidential Information includes but is not limited to patents, trade secrets, research and development plans, current and future products, product pricing, Clients lists, markets, business plans,

financial data, contractual terms, documentation, records, studies, reports, know-how, test results, software, and software source code. Excluded are information: (a) known to Recipient before receiving it from discloser; (b) independently developed by Recipient without use of or reference to any Confidential Information of Discloser; (c) acquired by Recipient from another source not otherwise subject to confidentiality obligations; or (d) in the public domain through no fault or action of Recipient.

Protection of Confidential Information. Recipient shall use no less than reasonable means to prevent the disclosure and to protect the confidentiality of the Confidential Information of Discloser. Recipient shall not knowingly disclose Confidential Information to any third party, except on a need-to-know basis and for purposes of a Service Agreement, and under confidentiality obligations at least as restrictive as contained herein. Each party may disclose Confidential Information to its Affiliates in the administration or performance of a Service Agreement. While maintaining the confidentiality of Client's Confidential Information, Client permits Service Provider to gather and use Services usage data for business intelligence purposes, including for Service Provider to develop new features or functionalities that will benefit users of the Services.

Required Disclosure. If Recipient is required by law to disclose Discloser's Confidential Information or the terms of a Service Agreement other than as permitted under this Section, Recipient will give prompt written notice to Discloser before making the disclosure, unless prevented by the legal or administrative process, and will reasonably assist the Discloser to obtain when available an order protecting the Confidential Information from public disclosure.

Remedies. Recipient acknowledges that any actual or threatened breach of this Section may cause irreparable, non-monetary injury to the Discloser. Accordingly, the Discloser is entitled to seek injunctive relief in addition to all remedies available at law and/or in equity, to prevent or mitigate any breaches of these General Terms and Conditions (GTC) or any Service Agreement, or any damages that may otherwise result from those breaches.

8. Data Protection

Service Provider and its affiliates may collect, use, process, transfer, and store Personal Data in the form and manner described in GADOT BELGIUM's Privacy Statement and GDPR Readiness Statement.

Provider as Data Controller: Service Provider may collect certain personal or personally identifiable information, such as name, e-mail, phone number, postal address, IP address, position and other related information ("Personal Data") of Client's representatives (e.g. employees and agents) when necessary to establish and/or perform a Service Agreement. Personal Data of Client's representatives may be transferred to, processed, and stored in the European Union or other jurisdictions in the operation of Service Provider's business and for the performance of a Service Agreement.

Service Provider as Data Processor: As Data Processor, Service Provider will never process Personal Data for and on behalf of the Client. Client as a Controller represents and warrants that Client (i) will transfer to Service Provider only Personal Data necessary for the performance of the Service Agreement, (ii) has provided notice to and obtained all necessary consents of the data subject for the transfer and use of Personal Data to Service Provider; and (iii) maintains security and safety measures in the transfer and access to Service Provider of Personal Data.

Service Provider takes reasonable and appropriate measures to safeguard the confidentiality and security of Personal Data and to prevent its unauthorized use or disclosure. Client can request access to Personal Data that Service Provider maintains. To protect privacy of Personal Data, Service Provider will take reasonable steps to verify Client's or the requesting person's identity before granting access to or making changes to Personal Data.

9. Ownership

All trademarks and service marks (registered or not), patents, copyrights, trade secrets, and all other

intellectual property and proprietary rights in and to GADOT BELGIUM's logos, trademarks, standard documentation, operation procedures, processes and practices and information used for the execution of the Services and/or Services including in any copy, translation, localization, adaptation, improvement, development, or derivative thereof ("**Intellectual Property**"), are and will remain the exclusive property of Service Provider, its affiliates or its licensors, whether or not specifically recognized or perfected under applicable law. Client shall not acquire any rights to or take any action prejudicial to Service Provider's Intellectual Property rights. Client waives and will not exercise any rights it may have in the Intellectual Property, and shall cause its employees and contractors to do the same.

Client may not use the Service Provider trademarks or other Intellectual Property. Client shall not alter or remove any Service Provider trademarks applied to the Services. Client shall not challenge or assist others to challenge the Service Provider trademarks, Intellectual Property or the registration thereof or attempt to register any trademarks, service marks or trade names confusingly similar to those of Service Provider, its affiliates or its licensors.

10. Governing Law

This Service Agreement shall be governed by and interpreted in accordance with the laws of Belgium, the place of performance of the Services. In case of dispute only the court of Ghent shall be competent.

The parties exclude from this Service Agreement the application of the United Nations Convention on Service Agreements for the International Sale of Goods. Service Provider may seek injunctive relief or file for collection of debt in Belgian courts as may be necessary.

11. Compliance with Laws

Client shall, at its expense, comply with all laws, regulations, authorizations, and any legal requirements in its jurisdiction that apply to its performance of the Service Agreement and to the Services.

Service Provider's provision of the Services, technical information, and related materials is not subject to EU and US export control and trade sanctions laws and regulations ("**Trade Controls**"). Client acknowledges to be solely liable and responsible for the application of such Trade Controls for the Goods handed over to Service Provider for the provision of the Services or for the Goods manufactured, filled, blended or tolled as part of the Services. Client agrees at its sole risk and cost to (i) comply strictly with the legal requirements established under the Trade Controls, (ii) cooperate with Service Provider in any official or unofficial audit, inspection or investigation that relates to the Trade Controls, and (iii) not export, re-export, distribute, use or otherwise transfer, directly or indirectly, the Services, any technical information or materials, or any related product thereof to any destination, company or person restricted or prohibited by the Trade Controls, unless authorized or permitted under applicable Trade Controls and unless Client has obtained prior written authorization from Service Provider and the applicable governmental organization.

Client agrees that Service Provider's Services do not include any adherence, compliance or requirements related to Trade Controls. The compliance with Trade Controls will be an obligation of Client only and non-compliance by Client with Trade Controls may constitute a breach of the Service Agreement.

12. Client's Warranties

Client is responsible for the proper and authorized use of the Services. Client represents and warrants that: (i) it will not use or allow use of the Services for or in connection with any illegal or unlawful purpose or activity where the Services are made accessible or available; and (ii) it will not use or deal with the Services in any way that will expose Service Provider or any of its directors, officers, or employees to liability including

without limitation under tax, fiscal, anti-money laundering, environmental, securities, anti-corruption or other penal laws, or Trade Controls.

13. Term and Termination

The Service Agreement commences on the date indicated in the applicable Service Agreement (“Effective Date”) and continues for the period stated therein (“Term”), unless terminated as set forth herein.

Without prejudice to any of the parties’ rights and obligations, either party may terminate the Service Agreement by written notice to the other party (i) if the other party is dissolved, declared bankrupt, granted suspension of payments, moratorium, has a receiver, administrator or manager appointed over the whole or part of its assets or business, (ii) if the business of the other party has been discontinued, or (iii) for material breach of a Service Agreement and such breach is incapable of cure; or being capable of cure, remains uncured for 30 days after the breaching party receives detailed written notice thereof.

Service Provider may:

- terminate the Order Form or Service Agreement in whole or in part at any time, without liability, with a 90 days written notice (for convenience);
- suspend or terminate the Order Form or Service Agreement immediately upon written notice if Client violates the terms set forth herein. Service Provider may terminate the Service Agreement in whole or in part at any time, without liability, immediate effect or with a written notice (for convenience);
- suspend or terminate the Order Form or Service Agreement immediately upon written notice in case of force majeure.
- terminate the Order Form or Service Agreement in case of an increase of more than 10% of the raw material costs, the energy costs, the labor costs, or the transportation costs related to the relevant delivery since the date of the Order Form or Service Agreement

This does not give the Client any right to compensation, reimbursement, refund, credit, or any other damages or losses.

Upon the termination of a Service Agreement for any reason, all rights granted to Client will cease and Client will delete and destroy all copies of the documents received from Service Provider. Termination of any Service Agreement does not relieve payment obligations due prior to termination and does not give either party any right to compensation, reimbursement, refund, credit, or any other damages or losses.

14. Audit

Service Provider shall be entitled, at its expense and with reasonable notice to Client, to perform an audit at Client's headquarters or any other relevant premises to verify Client's conformity with its obligations.

15. Resale of Services

Client may obtain certain Services from Service Provider for integration, distribution, and/or resale to a third party only upon Service Provider’s prior written consent and subject to a separate written agreement.

16. Miscellaneous

The Service Agreement constitutes the entire agreement between the parties with respect to the subject matter therein and supersedes any prior proposal, representation, or written agreement, except if specifically agreed otherwise. Any modification or waiver of any provision of the Service Agreement is binding only if made in writing signed by both parties.

All notices or approvals must be given in writing to Service Provider at the address of Service Provider's registered seat. Notwithstanding the foregoing, Service Provider may give Client notice electronically.

Electronic notice to Client is deemed given when transmitted to an email address furnished by Client to Service Provider.

Client may not assign or transfer its rights or duties in whole or in part to a third party without written consent of Service Provider. Notwithstanding the foregoing, Service Provider may assign its rights and/or obligations hereunder with notice to the other party, to (i) a related party, group company or affiliate, or (ii) an unrelated party pursuant to an assignment, transfer and conveyance of substantially all or a portion of its assets, a merger, consolidation or other corporate reorganization.

Any assignment in violation of this Section is void and of no force or effect.

If a court declares any provision of the Service Agreement as unlawful, void, or for any reason unenforceable, such declaration shall not affect the validity or enforceability of the remaining provisions.

A Service Agreement may be executed by means of electronic signature, or in any number of counterparts, where all such counterparts taken together will be deemed to constitute one and the same instrument. A signed or e-signed copy of a Service Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed Service Agreement.

17. Technical and Operational Conditions

17.1. *Undertakings of the Client.*

- Prior to signature of the Service Agreement and acceptance by Service Provider of execution of the Services, the Client will provide – among other information – the Service Provider with the following written information:
 - a Safety Datasheet as per the EU Regulation (EC) No 1907/2006 (REACH). Each such Safety Datasheet (SDS) shall be fully compliant with CLP. CLP means the Regulation (EC) No 1272/2008 on the Classification, Labeling and Packaging of substances and mixtures, replacing the Dangerous Substances Directive 67/548/EEC (DSD) and Dangerous Preparations Directive 1999/45/EC (DPD) and introducing the United Nations globally harmonized system (UN GHS) for classification and labeling of chemicals into Europe, entered into force on 20/01/2009.
 - a correct and accurate description of the Goods by type, quality, condition and hazard class (explosive, flammable, oxidizing, corrosive, toxic, radioactive, vapor pressure, etc.)
 - all instructions and information useful for the satisfactory handling and conservation of the Goods such as flash point, freezing point, solidification point, product temperature, dew point, discoloration, moisture tolerance, polymerization conditions, and all other details that are relevant to the storage or handling of the Goods in terms of regulation or otherwise.
- The Client agrees to entrust the Service Provider to the exclusion of all others with the handling, storage and processing of the Goods which are the subject of the Services.
- The Client agrees to provide all instructions and communications relating to the Goods which are the subject of the Services and all matters relating to the reception, release, storage and handling in writing and at least 72 hours in advance (not including Saturdays, Sundays and public holidays).
- The Client guarantees that the Goods subject to the Services conform to all obligations imposed by the REACH regulations (as set out by Regulation 1907/2006 of the European Parliament and Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals). The Client will communicate all required information to the Service

Provider, including the registration number of the products such as communicated by the European Chemicals Agency established by the REACH Regulation.

- The Client will hand over all the required documents including those relating to the safety data concerning the products. In the event that the Client fails to comply with the above the Service Provider will be authorized to refuse to store and handle the Goods, or to terminate the immediate operation of the Service Agreement without any notice whatsoever. In such cases the Client is required to hold the Service Provider free and to indemnify same for all claims, costs and fines that the Service Provider might incur in consequence of the non-compliance with the provisions of REACH by the Client.
- The Client guarantees that the Goods are not of a nature to cause direct or indirect harm to the tanks, the pumping lines, the pumps or to any other part of the installations of the Service Provider or to the other Goods stored there.
- The Client declares that he has been given the opportunity to inspect the tanks, pipelines, pumps and every other relevant part of the installations of the Service Provider prior to the Service Agreement, upon the reception of the Goods, as well as thereafter. In the absence of any written objection prior to the Service Agreement or reception of the Goods, the foregoing are held to have been found to be suitable, clean and in a good state of maintenance.
- The Client agrees to ensure that upon the reception and release of the Goods this can take place on time and without delay. The Client undertakes to provide for the required handling and transport facilities and to make these available effectively, in good time and at his own risk and liability on the site of the Service Provider. The Client agrees to ensure that these facilities conform to all requirements of suitability, utility, and all technical and regulatory provisions.
- The Client undertakes upon every release of the Goods and for the very last time upon the termination of the Service Agreement, to make the tanks, pipelines, pumps and every part of the installations that he has used available again in the same condition as that in which they were upon the reception or at the start of the Service Agreement. The Client undertakes in consultation with the Service Provider to clean same and to remove all Goods, waste and all flushing agents at his own risk, expense and liability. Should no agreement otherwise have been made with the Client, the Service Provider has the right to remove the wastes in accordance with regulation at the risk and for the account of Client.

17.2. Loading, discharging and handling.

Unless otherwise agreed between the Service Provider and the Client, the Goods subject to the Services are received and released at the expense, risk and liability of the Client, using the Client's own provisions and means, including the Client's pumps and power and all other means made available by him and which must ensure that the reception or release of the Goods proceeds in a professional, continuous, fast and effective manner in accordance with the regulations.

Should the reception or release take longer than is technically usual for the volume and nature of the consignment, the Service Provider is entitled to demand the termination of the operations and the vacation of the loading and/or unloading bay. Should such an instruction not be immediately complied with, the Client will be liable to the Service Provider for compensation, among other things because of the immobilization of the facilities. The loading and discharging of Goods takes place in the order determined by the Service Provider and in accordance with its directions. The stowage and loading of the Goods takes place at the risk, costs and subject to the responsibility of the Client.

17.3. Overtime.

It is agreed between the Client and the Service Provider that all quoted rates and prices apply to those services performed by the Service Provider during normal working hours and not on Saturdays, Sundays, public holidays or holidays given in lieu of same.

Overtime performed at the request of or in the interests of Client by carriers or third parties, among

others, relating to the reception or release of the Goods - for example for the completion of loading or discharging works for ships and other means of transport that has already been commenced - will be the subject of an additional charge to the Client as set out in the supplements and rates agreed in the storage and handling Service Agreement.

The Service Provider will inform Client of this by telephone, email, fax, or by any other means, whenever such is physically possible.

17.4. *Measurements, nature and condition of the Goods.*

- The Client declares that he has been given the opportunity to inspect the Goods upon their reception.
- The Client agrees to ensure that upon the reception of the Goods this can take place on time and without delay. The Client undertakes to provide for the required handling and transport facilities and to make these available effectively, in good time and at his own risk and liability on the site of the Service Provider. The Client agrees to ensure that these facilities conform to all requirements of suitability, utility, and all technical and regulatory provisions.
- The Client discharges the Service Provider from testing the Goods for conformity to description, nature and condition.
- The Client has the right in consultation with the Service Provider and at his own expense, risk and responsibility to cause checks to be carried out on the Goods and the operations conducted on them in the installations of the Service Provider.
- The volumes discharged from or loaded into seagoing vessels and barges are determined from the difference between the measurements made before and after the operation in the shore tanks. The weight of the load of road tankers, tank containers and rail tankers is determined from the difference in their weight before and after loading or discharge as indicated by the weighbridges of the Service Provider or by means of liquid meters certified by the customs and excise service.
- When the Client does not supervise these measurements or weighing or cause them to be supervised, the quantities determined by the Service Provider will be binding on both parties

17.5. *Customs and Customs clearance*

- If Client requires GADOT to execute certain customs clearance on behalf of Client. This will be done at the account of Client and at the sole risk and perils of the Client, subject to the signature of Gadot's standard letter of indemnity and power of attorney for customs clearance.
- It is expressly understood that possible other costs related to customs clearance formalities and obligations will be anticipatively paid by Client to GADOT by way of a provision for such fees at the first demand of GADOT or if this is not practically possible within 5 days after GADOT issuing the corresponding invoice. The same rules apply for any fines, penalties, costs, taxes and retributions related to the customs clearance
- With regard to the above customs clearance executed by GADOT, Client shall at its own expense fully and without any exception or reservation defend, protect and hold harmless GADOT against said claim or any loss or liability arising thereunder, including all legal, defence and court costs, fines, penalties, costs, taxes and retributions related to the customs clearance.
- GADOT bears no responsibility or liability regarding any customs clearance costs, fines, penalties, costs, taxes and retributions related to the customs clearance.
- In the further event Client shall fail to so defend and/or indemnify and save harmless, then in such instance GADOT shall have full rights to defend, pay or settle said claim on their behalf with full rights to recourse against the undersigned or all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.
- If a Customs product category indicates that a total volume loss of a certain percentage is allowed, this is for the sole account of the Client.

- According to Belgian law all additional loss will be charged at the highest product excises category of the product Custom group. In this excise category this is regular diesel. Gadot cannot be held responsible for the payment of this amount.
- The volume of product as present in the Gadot land tanks and measured as per clause 17.4 above will be declared to the Customs Authorities.

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