

MANUPORT LOGISTICS ESPAÑA S.L.U. GENERAL TERMS AND CONDITIONS

Important note: This document shows important terms and conditions of contract applicable to all relations with MANUPORT LOGISTICS ESPAÑA, S.L.U, (henceforth "MANUPORT"), some of which regulates parties' liability and MANUPORT's right to limit its liability. In case you have difficulty to read or understand these General Terms & Conditions, you can request them to be sent to you in a bigger letter case or you can forward us any doubt you may have before contracting with MANUPORT.

DEFINITIONS

By Freight Forwarder or Forwarding Agent we mean MANUPORT. It usually acts in its capacity of Forwarder, Forwarding Agent or Logistics Operator and it organizes the transport. In order to carry out the transport it uses all kind of means of transport and subagents that can be used in the name and on behalf of the Client.

Client is the party that has contracted MANUPORT's services, as well as the booking party, the shipper, sender, recipient, consignee or any of the intermediary agencies, company or person acting on their behalf. The Client is responsible for the whole payment of the services rendered by MANUPORT.

Clause 1. APPLICABILITY

All the services rendered by MANUPORT are governed by these General Terms & Conditions (and if applicable, by the clauses of MANUPORT's bill of lading or any other transport document used for the services mentioned), which are fully accepted in the moment of ordering the service by the Client. On contracting MANUPORT the Client accepts that these General Terms & Conditions are to be applied to any service request or service rendered, assigned whether verbally, by fax, e-mail or any other means, even when no specific reference is made to these General Terms & Conditions. The limitation of liability defined in this General Terms & Conditions are to be applicable to any claim of any nature, whether civil, mercantile, criminal, labor, contractual, in tort or any other. The Client undertakes to inform any third party that may have contracted with the Client about the existence, validity, and enforceability of these General Terms & Conditions.

In case these General Terms & Conditions are not accepted, the Client must expressly inform MANUPORT in writing, undoubtedly and immediately after the first reception or notice of incorporation. After seven days after its reception or notice of incorporation or after the request for the service to MANUPORT by the Client, these General Terms & Conditions will be considered incorporated and binding between Client and MANUPORT.

Clause 2. TRANSPORT DOCUMENTATION

The transport contracted shall be evidenced in a Sea waybill, Bill of lading, Air waybill, delivery note, CMR etc. issued by MANUPORT or its agents, which shall be issued according to the relevant applicable national and/or international rules and conventions, and whose clauses shall be applicable and binding between MANUPORT and the Client. Should it exists any discrepancy between the mentioned documents and these General Terms & Conditions or should it exists any legal vacuum, the order of priority will be: 1) MANUPORT's bill of lading; 2) these General Terms & Conditions; and 3) any other transport document used.

Clause 3. CARGO DESCRIPTION AND PACKAGING

The Client guarantees MANUPORT the accuracy of cargo declaration in respect to its characteristics, description, marks, numbers, quantity, weight and volume; and the Client is held responsible for the losses, damages, breakdowns or troubles that the inaccuracy of the aforementioned data may cause to MANUPORT or any third party, as well as the breakdown or troubles resulting from inadequate, faulty or badly used packaging which causes a damage to the goods or to the handling equipment or transport means, and the Client shall compensate MANUPORT for the complementary expenses caused by those events. The Client expressly informs that the packaging is adequate to carry out the service contracted. Unless the Client provides express instructions to MANUPORT, no special action shall be taken with respect to the packaging, whose responsibility is assumed by the Client.

The Client is obliged to inform MANUPORT about the dangerous nature of the cargo delivered for transport or storage and also about the exceptional precautions, if any, that must be taken. In any event the Client shall previously give MANUPORT the Material Safety Data Sheet and Dangerous Goods Declaration.

The Client understands and agrees that neither MANUPORT nor its agents or representatives have the capacity to verify the veracity of the information referred to in this clause, especially the condition of the merchandise. In case of omission or insufficient or erroneous information, the Client shall be liable for the damages caused; MANUPORT shall have the right to reimburse itself for the expenses incurred into for this reason and be released from any liability should the merchandise have to be unloaded, destroyed or neutralized, according to the circumstances, with no right to compensation in favor of the Client.

Clause 4. LEGAL LIABILITY

The Client agrees that MANUPORT executes the contract and other instructions and arranges the transport, handling, haulage and storage of the cargo at its discretion, unless the Client provides specific written instructions, well in advance.

As a forwarding agent, commission agent, transportation intermediary or logistic operator, MANUPORT shall be responsible for the organization of the transport and also for the non-observance of his contractual obligations, in the cases and circumstances and only during the period of responsibility foreseen in the national and international applicable regulations.

As warehouse owner and bailee, MANUPORT shall be responsible only for the damages to the cargo when caused as a consequence of a breach of its contract obligations in the cases and circumstances described in

the applicable regulations. Its liability shall commence when cargo is delivered to MANUPORT and shall finish in the moment cargo leaves the warehouse for transportation.

As customs broker or customs agent, MANUPORT shall be responsible only for the damage caused because due to its fault or negligence, but under no circumstances shall it be responsible when it has followed Client's instructions. Likewise, the Client agrees to be the taxable party and MANUPORT acts only following the Client's instructions.

MANUPORT'S liability is defined as follows:

4.1 MANUPORT shall be responsible only for the material damages caused to the cargo, and this liability shall not extend in any case to consequential damages, economic loss or loss of profits.

4.2. Any legal action addressed to MANUPORT's employees or sales assistants, whether permanent or temporary, shall only be possible within the limits and in the circumstances considered under clauses 5 and 6 below.

4.3. The afore-mentioned limits shall not be exceeded even in the case that legal actions are brought against MANUPORT and its employees or sales assistants, whether permanent or temporary, and whether those actions are taken jointly or separately, understanding the afore-mentioned limit as a joint maximum for all the parties involved.

4.4. MANUPORT shall be responsible for the election and instructions to the agents subcontracted as carriers, freight forwarders, storage operators, etc., but it shall be freed from any responsibility if the election of the agent has been performed following the instructions given by the Client, shipper or any of the parties interested in the cargo, as well as when the instructions have been transmitted to the agents subcontracted according to the order received from the Client or shipper. In this case MANUPORT can assign its rights against the agents subcontracted in favor of the Client/Shipper.

4.5. In any case, MANUPORT's responsibility shall not be higher than the responsibility of those to whom MANUPORT designates to carry out the services.

Clause 5. LIMITS OF LIABILITY.

5.1. Always up to the maximum limit of the cargo value, MANUPORT's liability shall not exceed in any case the economic limits detailed below:

- For inland transport and any other activity not mentioned in the following paragraphs (for example, warehouse owner) the limit set out in art. 57 of Spanish Act 15/2009 about inland transport (1/3 of the IPREM per per kilogram of gross weight of the damaged or lost cargo) .
- For International inland Transport of goods the limit set out in art. 23 of CMR Convention (8.33 SDR per kilogram of gross weight of the damaged or lost cargo)
- For International seaway transport of goods the limit set out in the Convention for the Unification of Certain Rules of Law relating to Bills of Lading – Hague-Visby Rules, (higher amount of 666.67 SDR per bundle or unit or to 2 SDR per kilogram of gross weight of the damaged or lost freight)

- For internal (Spanish territory) transportation of merchandise by sea the limit set out in the Spanish Act 14/2014 on maritime navigation (666.67 SDR per bundle or unit or to 2 SDR per kilogram of gross weight of the lost or damaged merchandise, applying of both limits the highest one).
 - For International or national air transport of goods the limit set out in art 22 of Montreal Convention 1999 (17 SDR per kilogram of gross weight of the damaged or lost cargo).
 - In no case shall the value of the merchandise in the bill of lading, waybill, the transport document, or in any other document issued by MANUPORT or its agents be considered a declaration of "actual value" which would prevent MANUPORT to limit its liability. Such declarations of value are mere remarks without substance, relevance or any value, since MANUPORT cannot verify either the veracity nor the reality of the value declared by the Client.
- 5.2. MANUPORT shall be only responsible for the delay in the delivery, in the cases it is expressly established in the applicable regulations, in which case it shall be liable in the terms that those rules determine, and the amount cannot exceed the equivalent to the retribution to be paid by virtue of the contract signed with MANUPORT. In any case the transit times provided to the Client shall be considered an estimation, not binding, and shall be subject to the ups and downs of the means of transport used. Should the Client wants to be guaranteed about the delivery of certain goods within an specific time-limit it must be expressly stated by the Client on contracting the service of transport and expressly acknowledged in writing by MANUPORT. The Client understands and agrees that if the rules of the Hague Convention and/or the rules of Hague-Visby are applicable, these will not permit that MANUPORT be responsible for delay and therefore MANUPORT will in no case be liable for delay. In any case MANUPORT's liability for delay will not exceed 2.5 times the freight proportional to the delayed merchandise and proportional to the section of the transport affected by the delay, with the absolute limit of the freight paid for the whole transport/shipment.
- 5.3. When the responsibility derives from facts or actions occurred during the course of transport, and should the freight forwarder be subrogated, in no case shall the liability exceed the amount assumed by the rail, sea, air or land transport companies, deposit warehouses or any other intermediary involved in the course of transport, according to the national rules and international conventions applicable to the case.
- 5.4. These limits shall be applied to all claims addressed to MANUPORT; regardless the claim is based on contractual liability or in tort, whether as a demand, reconvention, arbitration, amicable claim or any other.
- 5.5. By Special Drawing Rights (SDR) we understand the unit of account as it was defined by the International Monetary Fund.

Clause 6. EXEMPTION OF LIABILITY IN THE ARRANGEMENT OF TRANSPORT OF GOODS PERFORMED BY THIRD PARTIES

MANUPORT shall not be responsible for any loss, damage or expenses, such as the loss of profit, loss of clients, fines, sanctions, demands for losses due to depreciation or penalty clauses, fluctuations in the currency exchange or in the value of the freight, taxes or duties increased by the Authorities for any reason.

Following exemption of liability clauses are applicable:

6.1 MANUPORT is not responsible should any loss, damage or delay suffered by the goods is due to any of the following circumstances or any of the following circumstance contribute to such loss, damage or delay:

- The Client's or his authorized representative's fault or negligence.
- Defective or lack of packaging, labeling and stowage, provided it was not MANUPORT the one in charge of packaging, labeling and stowing the cargo. Likewise, MANUPORT shall not be responsible for the packaging of cargo whose content cannot be verified.
- War, rebellion, revolution, insurrection, usurpation of power or confiscation, nationalization or requisition under a government or a public or local authority.
- Strike, lock-outs or other trade conflicts affecting work.
- Damages caused by nuclear energy.
- Natural disasters.
- Case of force majeure
- Theft
- Circumstances that MANUPORT could not have avoided and whose consequences could not foresee.
- Flaws and inherent nature of the freight.
- Piracy
- Incorrect labeling or mark.
- Other causes of exemption established in the applicable regulations in force.

6.2. MANUPORT shall not be responsible for the loss or damage of the merchandise, unless this loss or damage occurred while the merchandised was under the control of MANUPORT, before being made available to the Client, from which moment on, MANUPORT shall not be responsible in any case.

6.3. MANUPORT shall not be responsible if the goods have been transported by the Client or the Client's representative.

6.4. MANUPORT shall not be responsible for the consequences derived from the loading and unloading operations not performed by MANUPORT.

6.5. MANUPORT shall not be responsible for the loss, damage or expenses derived from lacking or flawed connection with the number, content, weight, marks or description of the freight.

6.6. MANUPORT shall not be responsible for any consequential loss or damage, such as loss of benefits, loss of clients, lost profits, depreciation or penalty clauses.

Clause 7. CARGO INSURANCE

7.1. MANUPORT does not insure the cargo for loss or damage during haulage, storing or transport, unless the Client requests so specifically in writing, in which case the Client must pay the corresponding premium.

7.2. When MANUPORT is requested expressly by the Client to insure the cargo, MANUPORT shall always contract on behalf of the Client, acting as agent.

7.3. The terms and conditions of the insurance shall be established in the insurance policy contracted, which shall be at the Client's disposal on demand.

7.4. MANUPORT shall not be responsible for the potential disputes or claims which may arise between the Client and the insurance company contracted, as a consequence of the insurance of the cargo.

Clause 8. PRICE OF THE SERVICES PROVIDED.

Price applicable to the transport and other services provided by MANUPORT are according to the tariffs in force at the moment of contracting such transport and services and within the limits foreseen in them. The terms of payment agreed upon between MANUPORT and the Client are deemed to be part of each service/transport contracted. In any case, term of payment cannot be greater than 60 days as from the date of MANUPORT's invoice, according to art 4 of Spanish Act 3/2004.

In the absence of a price and/or tariff agreed between MANUPORT and the Client, applicable price and/or tariff will be the usual or the market price of the place where the service is provided. The additional expenses incurred as a result of facts or circumstances after the contract date or, to or the date on which the shipping documents are issued, shall be borne by the Client, provided they are duly justified and they are not due to MANUPORT's or any of its agents and/or subcontractors fault or negligence. Payments will be done through bank transfer unless any special condition has been previously agreed with the Client.

Any mention to carriage or freight charges being paid before shipping, upon delivery, pre-paid or to be paid, or any other instruction on the subject, shall be included at the Client's request; and the Client's obligation to pay the fees for all the services rendered by MANUPORT in fact and prior to the service rendered shall not be changed. Should there be any delay in the payment, the Client shall be also responsible for paying MANUPORT the delay interest established in Spanish Act 3/2004, damage for currency change fluctuation, banking commissions or any other economic damage supported by MANUPORT or its agents due to the delay in the payment. The Client accepts not being entitled to any deduction or compensation over the amounts owed to MANUPORT. In case of doubt or in case the receiver of the cargo is neither the shipper nor the booking party, the freight and the other items that make up the price and the cost of the transport shall always be deemed payable at destination.

Clause 9. PROTEST IN CASE OF CARGO DAMAGE AND OBLIGATION OF CUSTODY

9.1. Upon delivery of the transported or stored cargo, the receiver must check cargo condition, as well as the quantity, number and weight of the bundles delivered. In case the receiver notices any loss or damage to the cargo delivered, relevant remark must be inserted in the document of transport at that moment.

9.2. Should the loss or damaged to the cargo cannot be detected in the moment of the delivery, the receiver must submit a letter of protest within 24 hours after the delivery of the cargo, or within the time limit established in the applicable regulation.

9.4. The Client understands and agrees that in case of loss or damage to the cargo, he must preserve it under its custody at its own cost and risk, and that the Client must invite MANUPORT to a joint inspection, in order to gather sufficient and legally valid evidence on the extent and cause of the damage and/or loss claimed. The Client understands and agrees that not allowing MANUPORT to carry out said joint inspection leaves him in a defenselessness situation, in which case MANUPORT shall be released from any and all responsibility connected to the alleged loss or damage to the cargo.

Clause 10. TIME BAR OF THE ACTION.

Time limit in which any action must be brought against MANUPORT for loss, damage or any other breach or fault on MANUPORT's duties is the one established in the relevant applicable regulation to the transport and or service provided by MANUPORT, and the period shall start according to what those regulations establish. After that time limit, the Client assumes that any action will be time barred.

Any amounts due to MANUPORT for services provided or transport and storage, including costs and expenses, are due in any event, even if cargo is lost or damaged. In no case at all, except when legally established otherwise, can the Client withhold amounts owed to MANUPORT, or set them off as payment for potential or alleged pending claims.

Clause 11. LIMITATIONS OF LIABILITY FOR THIRD PARTIES.

MANUPORT is authorized to choose and contract with forwarding agents, carriers, warehouse operators, customs agents, shipowners, shipping companies, airlines, chartering brokers and any other agents if it is required, all of which shall be considered agents independent from MANUPORT.

The cargo shall be entrusted to them subject to all these conditions (such as limitations for liability for loss, damage, expenses or delay on delivery), rules, regulations, stipulations and conditions applicable whether in writing, printed or stamped, appearing in routing sheets, waybills, bills of lading and receipts issued by the forwarding agents, carriers, storage operators, etc. or contained in the national or international applicable regulations.

Clause 12. ASSISTANTS/EMPLOYEES' LIABILITY.

Any direct legal action against MANUPORT's assistants and/or employees, both permanent and temporary, for loss or damage to the cargo, shall only be possible within the limitations considered in the clauses 5 and 6. In case of joint legal action against MANUPORT and its employees, both permanent and temporary, the highest compensation shall not exceed the limitations stipulated in the clause 5.

Clause 13. LIEN AND NOTARIAL PROCEEDINGS

In any case, MANUPORT has the right in general and in particular, to hold back the transported merchandise and the documentation of the Clients who have not paid the amounts due for the services rendered, as well as when the Client fails to observe the payment terms agreed with MANUPORT, in which case said agreement shall be considered null and void and all the amounts still unpaid, will be immediately and automatically considered due and payable and MANUPORT shall have a lien over all the merchandise/documentation which is in its possession or under its control. Additionally, it may establish any other lien that applicable regulations permit.

MANUPORT shall have the right to initiate any notarial proceedings or any other proceeding whose purpose is the sale or disposal of the merchandise for unpaid amounts.

The Client will be liable for the damage caused to the merchandise, especially if it is perishable, due to the lien or the notarial proceedings that MANUPORT or its agents is forced to carry out.

When the merchandise on which a lien or the notarial action is pretended to be executed suffers a loss or destruction, MANUPORT shall have the right to be indemnified by the insurance company up to the amount due by the Client.

Clause 14. SPECIAL TERMS & CONDITIONS APPLICABLE TO FLEXITANKS BUSINESS.

14.1. General

These Special Terms & Conditions are applicable to the delivery of Flexitank products and Flexitank services by MANUPORT

14.2. Definitions

The following definitions apply to these Special Terms & Conditions:

14.2.1 "Flexitank contract": every contract between the Client and MANUPORT whose purpose is the delivery of Flexitank products and/or Flexitank services;

14.2.2 "Client": the one upon whose instruction or for whose account MANUPORT delivers the Flexitank products and/or Flexitank services, provides information or advice, whether free of charge or billable;

14.2.3 "Flexitank product": the Products delivered and sold by MANUPORT subject to the conditions of these Special Terms & Conditions, such as among others, but not limited to flexitanks, the bulkhead, or any other transport container;

14.2.4 “Flexitank service”: the Service provided by MANUPORT in addition to the delivery and sale of the Flexitank product, such as among others the installation, fitting out, loading or discharge, supervision of loading and discharging, and all recommendations made in the context of such; subject to the conditions of these Special Terms & Conditions.

14.2.5 “Goods”: all Goods, including their packing, which are entrusted by the Client to MANUPORT. This includes all trade goods, as well as all titles or documents representing these goods or which shall represent such;

14.2.6 “Owner”: the Owner of the Goods, to which the Products or Services provided by MANUPORT refers to.

14.3. Scope of Application

These Special Terms & Conditions are applicable and prevail over MANUPORT General Terms & Conditions and any General Conditions of the Client or Owner to the sale and delivery of Flexitank products and Flexitank services by MANUPORT. Accordingly they constitute an integral part of the Contract whereby the Client or the Owner acknowledges that he is aware of them and accepts same. For those issues not regulated by these Special Terms & Conditions, MANUPORT General Terms & Conditions will apply.

When MANUPORT performs Flexitank services, such as defined in these Special Terms & Conditions, in the context of a forwarding or transport contract, agreed between the Client and MANUPORT, the Flexitank contract shall be held to be accessory to the forwarding or transport contract, where it shall be understood that when it should be specifically established that damage to, or loss sustained by, a Flexitank product, the Goods, or any other product is the consequence of any shortcoming or breach of any undertaking falling under the Flexitank contract and these Special Terms & Conditions, the legal relations between the Client and MANUPORT shall be governed by these Special Terms & Conditions.

14.4. Undertakings and Warranties of the Customer

14.4.1 The Flexitank products are designed to be used solely in accordance with this Special Terms & Conditions and all General or Specific instructions given by MANUPORT and the manufacturer of the Flexitank product subject to the understanding that all useful and relevant information that may be of interest to the Client may be requested from MANUPORT.

14.4.2 The Client warrants that:

- (i) he is not a consumer in the meaning of consumer and product liability regulations and the Client undertakes not to supply the Flexitank products to any consumer or sell it on to same;

- (ii) that he shall strictly comply with all instructions from MANUPORT in connection with the Flexitank product. These instructions will be made available upon his first request and the Client shall, should they have not been supplied together with the Flexitank product and to the extent the Client deems important, request MANUPORT to supply all useful information/instructions;
- (iii) the description of the Goods and all other information supplied by him (including information supplied by third parties for his account) is complete and correct;
- (iv) that he shall not load any Goods into the Flexitank product that could cause harm to the latter or to other Goods;
- (v) that he will use the Flexitank product within a period of 6 months as from delivery and in accordance with MANUPORT instructions;
- (vi) that he shall not load or carry any Goods hotter than 60° Celsius or cooler than 0° Celsius in a Flexitank product;
- (vii) that he will give clear written instructions to what address the Flexitank product must be delivered by MANUPORT;
- (viii) when he installs the Flexitank product himself, or instructs to be installed by a third party (party other than MANUPORT), he warrants that he himself, the said third party, his employees or other appointees, have the proper skills and have received the right training for installing the product and have understood all instructions from MANUPORT;
- (ix) should he, or another third party, make available for his account or otherwise containers, trailers or other equipment in which or on which the Flexitank product must be installed, he warrants that these containers, trailers or other equipment are suitable for this purpose and are also in a good condition and furthermore are free of all technical or other defects that could damage or deteriorate the Flexitank product.
- (x) When he or third parties working for his account or on his instructions or otherwise loads Goods into the Flexitank product he shall prior to any other treatment, storage or transport, inspect the Flexitank product for leaks, holes and/or other defects. He will check that all valves, doors, cocks and other drain points are properly shut, sealed and closed, as well as ensuring that the Flexitank product and the Goods are duly and properly safe and stable. The Flexitank product and the Goods must be safely loaded in a way appropriate for the desired treatment, storage or transport and the Client must report every defect or problem, such as mentioned in this paragraph, to MANUPORT immediately after the discovery of same;

- (xi) the Goods are not dangerous, and that they cannot become dangerous at any given time. For the purposes of this paragraph, “dangerous” goods are understood to include all goods that do or could constitute a danger in the widest possible sense to public health, the environment, his own self, third parties or other property (whether this belongs to MANUPORT or other third parties) or any other product of his own self or of third parties;
- (xii) the Client is aware of the delicate nature of the Flexitank product, which should be handled with precision and care.

14.4.3 The Client confirms that the Goods, which further to his instructions he entrusts to MANUPORT, are of his property, or that he as agent of the Owner may dispose over these goods in such a way that he accepts these conditions not only for himself but also for his principal, as well as for the Owner of same.

14.4.4 If MANUPORT supplies a Flexitank product, the Client undertakes to receive it without difficulty or delay at the place of delivery.

To the extent that there is no agreement otherwise the Client shall upon the delivery of a Flexitank product assume at his own risk the task of the unloading of the Flexitank product from the vehicle and he warrants that there shall be adequate manpower and equipment available for this to be possible.

14.4.5 The Client shall in those cases where there is a possibility that the liability of MANUPORT may – as determined in article 6 – be engaged, conserve the Flexitank product and the Goods in full, and allow MANUPORT, or any other party acting on MANUPORT’s behalf, to examine the Flexitank product and the Goods, and the Client shall keep samples of the Goods, taken by a specialized and independent party.

14.5. Undertakings and Warranties of MANUPORT

14.5.1 MANUPORT reserves the right to adapt the Flexitank products and its Flexitank services to comply with changing regulations, to the extent that such adaptations do not substantially change or undermine the quality of the product and the service.

MANUPORT reserves the right to deliver a Flexitank product and a Flexitank service of equivalent quality or equivalent design when changes in the design, the material or quality mean that it is no longer economic, or reasonably justifiable to supply or sell the Flexitank product and the Flexitank service that would correspond exactly to the specifications indicated in advance.

14.5.2 MANUPORT shall comply with the Client instructions with reasonable care, diligence and understanding and vouches for a normal professional performance of the instructions entrusted to it. MANUPORT reserves the right to outsource or subcontract any service whatsoever to third parties.

14.5.3 MANUPORT shall make all reasonable efforts to deliver the Flexitank product and the Flexitank service to the Client at the agreed time.

14.5.4 The delivery of the product takes place when MANUPORT delivers and hands over the Flexitank product at the agreed place.

14.5.5 When MANUPORT does not deliver any Flexitank service all the risks associated with the treatment, installation or fitting out of the Flexitank product is transferred from MANUPORT to Client upon the delivery of same.

14.5.6 The Flexitank products remain the property of MANUPORT until their payment in full, until such time the Client must attend on behalf of MANUPORT to the safekeeping of these products at its own expense and risk without being able to dispose of same.

14.6. Liability

14.6.1 Client's Liability

The Client shall upon the first written request hold MANUPORT free and compensate it in full for any liability, whether direct or indirect, for all loss, damage, costs and/or other charges that third parties could impose on MANUPORT (including among others but not exhaustively claims, fines and/or compensation) arising from:

- any breach by the Client of any undertaking or warranty under the Flexitank contract and these Special Terms & Conditions including every action or omission by the Client outside of this Flexitank contract and for which MANUPORT could be claimed by third parties;
- the actions, omissions, acts of negligence or any other breach for which the Client is liable or could be held liable for.
- cleaning expenses connected to a spillage of cargo from a Flexitank, when such spillage is a consequence of Client's acts and/or omissions.

14.6.2 MANUPORT's Liability

(i) MANUPORT shall only be liable for the direct damage or direct losses arising from a proven defective performance of the Flexitank service or defects in the delivered Flexitank product as determined in the Flexitank contract with the Client.

MANUPORT cannot be held liable for indirect damage or losses and nor can it be held liable for consequential damage.

(ii) MANUPORT shall not be liable for loss, damage or claims in the event of:

Force Majeure:

- arising from among others war, invasion, actions of foreign powers, military and civil hostilities, rebellion, requisition or destruction, or confiscation in consequence of the order of any decision of government, local or public authority;
- seizure or liquidation in consequence of legal actions;
- breach by the Client of any obligation or warranty arising from any term of the Flexitank contract and of the General Conditions;
- any other misstep, act or omission, erroneous, incorrect or incomplete statements by the Client or the Owner of the goods, their appointees or subcontractors;
- any liability relating to the Goods loaded into the Flexitank product, their nature, quality, weight, defect, or any deterioration of the Goods;
- inadequate or unsuitable packing, labelling, addressing, loading, stowage and insurance of the Goods such as performed by the Client or the Owner;
- strike, lock-out, delay or withdrawal of labour for any reason whatsoever;
- inappropriate use of the Flexitank products or use other than that for which they are intended and different from that for which instructions were given or any other failure on the part of the Client, his appointees or subcontractors, to use the Flexitank products, fit them out or install them in accordance with the instructions with MANUPORT;
- the state of any container, or any other means of transport used by the Client;
- any breach or failure by the Client to inspect the Flexitank products upon their delivery or loading with Goods or to have failed to have reported any problem or defect or any problem in accordance with the provisions of these Special Terms & Conditions.

(iii) If MANUPORT delivers a defective Flexitank product that could cause an incident and give rise to liability MANUPORT may choose, to

- Assume the cost of the replacement of the Flexitank product;
- or assume the cost of repairing the Flexitank product.

In the event the default of MANUPORT gives also rise to the loss of or damage to the Goods and also to other goods of the Client or of any other third party, the compensation payable by MANUPORT, is limited to:

- the value of the lost or damaged Goods loaded into the Flexitank product, or;
- € 5 per kilogram of lost or damaged cargo loaded into the Flexitank product.

whereby the lowest of these figures shall be the amount of the compensation, with a maximum upper limit of € 25,000 for all claims combined (including claims for loss or damage to just other goods of the Client or goods of any other third party), regardless of their composition, that would rise from or be related to one and the same Incident.

Will be considered to belong to the same Incident, all claims that are due to the same factual or legal cause.

With respect to all other and different claims the liability of MANUPORT shall be limited to the invoice value charged for the delivered and sold Flexitank product or Flexitank service with the exclusion of any other or larger compensation claimed.

(iv) Should MANUPORT delivers a Flexitank product following the instructions or for the account of the Client without delivering a Flexitank service such as determined in these Special Terms & Conditions, MANUPORT shall not be liable for any loss or damage sustained by the Client or any other party arising from the use or any manipulation of the Flexitank product unless it is determined in the presence of all parties that such was defective beforehand and any loss or damage could not have been prevented.

(v) MANUPORT may at the express request of the Client – to the extent that such is confirmed in writing by MANUPORT – consent, subject to an agreed additional payment, increase the compensation that should be payable by MANUPORT as per the above clauses.

(vi) every complaint or protest relating to loss or damage concerning a Flexitank product or a Flexitank service shall be brought to the attention of MANUPORT by the Client in writing within 24 hours of the determination of every visible loss or visible damage and at the very latest within 2 days following the determination of every non-visible loss or non-visible damage.

Every claim, other than a claim for loss or damage, against MANUPORT must be reported in writing and stating reasons no more than 7 days after:

- the delivery of the Flexitank products,
- the delivery of the Flexitank service.

(vii) Every claim against MANUPORT will be extinguished by time bar when it is not submitted to the court with jurisdiction in the form of a legal action within a period of four months. The period until the time bar starts to run on the day after the day on which the Flexitank product or the Flexitank service is delivered or should have been delivered or on the day on which the damage or the loss that gives rise to the claim was determined, subject to the understanding that in both cases the period of 4 months may not be exceeded.

14.7 Payment

14.7.1 The amounts or fees charged by MANUPORT are payable in cash at the principal office of MANUPORT that delivered the Flexitank service and/or the Flexitank product, after the expiry of a period of 8 days following the invoice date. Any loss arising in consequence of exchange rate differences is for the account of Client.

MANUPORT is entitled to compensate its outstanding invoices with any amount that MANUPORT owes to the Client.

14.7.2 Invoices must be contested within a period of 8 days following the invoice date. After that period, invoices will be considered correctly issued, due and payable in full.

14.7.3 The Client irrevocably and unconditionally waives every right to suspend his payment obligations either wholly or in part and shall refrain from any set off with those sums that MANUPORT may owe the Client.

14.7.4 Every debt that is not paid on the due date shall be increased, without prior notice of default, by a compensatory interest equal to the legal interest rate increased by a contractually agreed compensatory sum equal to 10% of the debt in order to cover the economic and administrative loss and without prejudice to the right of MANUPORT to show the existence of a greater loss or higher costs.

14.7.5 No assumption shall be made that MANUPORT shall provide surety from its own resources for the payment of freight, rights, duties, taxes or any obligations whatsoever should such be required by third parties. Should MANUPORT have provided surety from its own resources, the Client is bound to pay to MANUPORT upon MANUPORT's first written request every amount for which MANUPORT may have given by way of surety in respect of third parties.

Clause 15. – SURVIVAL CLAUSE

If for any reason a clause of these terms and conditions or a part of it, was declared void, ineffective or inapplicable, or if it should be considered that there exists an omission in the information by MANUPORT, by a judge or by an institution with sufficient competence or capacity, the remaining provisions, however, will remain full in force and shall be applicable.

Clause 16. APPLICABLE LAW AND JURISDICTION.

These conditions, as well as any contract signed with MANUPORT and any dispute which might arise resulting from them, shall be ruled and interpreted according to the Spanish Law.

MANUPORT clearly expresses it will not to submit any dispute to the boards for Arbitration in Transport.

Any dispute or action arising or taken against MANUPOINT, its employees and/or assistants shall be submitted to the Spanish jurisdiction, and, within it, to the Courts and Tribunals of the City of Valencia (Spain), the Client resigning to any other jurisdiction.

MANUPOINT LOGISTICS ESPAÑA S.L.U.