

GENERAL CONDITIONS OF CONTRACT APPLICABLE TO THE ORGANIZATION OF TRANSPORT OF GOODS WITH MANUPOINT ROAD TRANSPORT SPAIN, S.L.

Important note: These conditions show important terms and conditions of contract applicable to all relations with MANUPOINT ROAD TRANSPORT SPAIN, S.L., (henceforth “MANUPOINT”), some of which control the responsibility of the parties to the contract and MANUPOINT’s limited responsibility. In case you have difficulty to read or understand these General Conditions of Contract, 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 MANUPOINT.

DEFINITIONS

By Freight Forwarder or Forwarding Agent we mean MANUPOINT. 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.

We shall understand by Client the party that has contracted MANUPOINT’s services, as well as the one to whom the estimate, price, booking, correspondence, e-mails, the shipper, docker, sender, recipient, addressee or any of the intermediary agencies or dependant on those is addressed. The Client is responsible for the whole payment for the services rendered by MANUPOINT.

Clause 1. BASES TO THE CONTRACT

All the services rendered by MANUPOINT are ruled by these general conditions of contract (and if applicable, by the clauses of MANUPOINT’s bill of lading or any other document about transport used for the services mentioned), which are fully accepted in the moment of ordering the service by the shipper. On contracting MANUPOINT the Client accepts that these general conditions of contract are to be applied to any request for service rendering or service rendered, transmitted whether verbally, by fax, e-mail or any other means, even when no specific reference is made to these general conditions of contract. The legal limitation of liability defined in the stipulations of these general conditions of contract are to be applicable as well to any claim, whether civil, mercantile, criminal, judicial, extra-judicial, contractual, extra-contractual or any other. The Client undertakes as well to inform the third parties that may have contracted with the Client about the existence, validity, and acceptance of these conditions.

In case these conditions are not accepted, the Client must expressly inform MANUPOINT of that fact, 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 MANUPOINT by the Client they shall be considered officially incorporated.

Clause 2. TRANSPORT DOCUMENTATION

The transport contracted shall be protected by a waybill, bill of lading, delivery note, etc. issued by

MANUPORT or its agents, which shall be satisfactory and adjusted to the national rules and international agreements applicable, and whose clauses shall be applicable between MANUPORT and the Client. Should it exist any discrepancy between the mentioned documents and these General Conditions of Contract or should it exist any legal vacuum, the primacy shall be set in this order: in the first place MANUPORT's bill of lading; in the second place, these General Conditions of Contract; and in the third place, any other transport document used in that case.

Clause 3. DESCRIPTION OF FREIGHT AND PACKAGING

The Client guarantees MANUPORT the accuracy of freight declaration 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 or the aforementioned data may cause to third parties, 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, even when such inaccuracies or defects appear in operations not performed directly by MANUPORT, to whom the Client shall compensate as well for the complementary expenses caused by those events. The Client expressly informs that the provided packaging is appropriate to bear the service contracted. Unless the Client provides express instructions to MANUPORT, no special action shall be carried out on the packaging, whose responsibility is held by the Client.

The Client shall be obliged to inform MANUPORT about the dangerous nature of the freight delivered for transport, storage of handling, and also about the exceptional precautions, if any, that must be adopted. 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 as the condition of the merchandise is regarded. In case of omission or insufficient or erroneous information, the Client shall be liable for the damage 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 favour of the Client.

Clause 4. LEGAL LIABILITY

The Client agrees to have MANUPORT execute the contract and other instructions and arrange the transport, handling, haulage and storage of the load trusted, at its discretion, unless the Client produces specific instructions, sufficiently in advance and expressly, by any of the afore-mentioned means.

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 legislature and in the applicable international conventions, and always under the same circumstances and occupying the same position as if it were the effective forwarding agent.

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

Its liability shall start in the moment the freight is delivered to MANUPOINT's employees, and shall finish in the moment they leave the warehouse for transport.

As customs broker or customs representant, MANUPOINT shall be responsible only for the damage caused because of its fault or negligence, but under no circumstances shall it be responsible when it has followed the Client's instructions. Likewise, the Client agrees to be obliged tributary and MANUPOINT acts only following the Client's instructions.

The liability is defined as follows:

4.1 MANUPOINT shall be responsible only for the material damages caused to the freight, and this liability shall not reach in any case the consequential damages, economic loss or loss of profits

4.2. Any legal action addressed to MANUPOINT'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.

4.3. The afore-mentioned limits shall not be exceeded even in the case that legal actions are taken against MANUPOINT 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. MANUPOINT 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 freight, 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 MANUPOINT can relinquish its rights against the agents subcontracted, transferring them to the Client/Shipper.

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

Clause 5. LIMITS OF LIABILITY.

5.1. Always up to the maximum limit of the freight value, MANUPOINT shall be responsible only in the cases

and according to the economic limits detailed below:

- The inland ground transportation of merchandise and any other activity not mentioned in the following paragraphs (for example, storeman or logistician) shall be subject to the dispositions of the Ground Transport Management Act (LOTT) and Regulation which implements or substitutes it and MANUPOINT'S liability will amount, at most, to 4.5 Euros per kilogram of gross weight of the damaged or lost merchandise.
- International Land Transport of goods shall be subject to the Agreement related to the Contract for the International Carriage of Goods by Road (CMR), and MANUPOINT's liability shall not exceed the amount of 8.33 SDR per kilogram of gross weight of the damaged or lost freight.
- International seaway transport of goods shall be subject to the Convention for the Unification of Certain Rules of Law relating to Bills of Lading – Hague-Visby Rules, and MANUPOINT's liability shall not exceed the amount of 666.67 SDR per bundle or unit or to 2 SDR per kilogram of gross weight of the damaged or lost freight

- The inland transportation of merchandise by sea will be subject to the Act 14/2014 of July 24th on maritime navigation and MANUPOINT'S liability will amount, at most, to 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.
- International air transport of goods shall be subject to the Convention of Montreal and subsequent modifications (according to the protocols in force in Spain), and MANUPOINT's liability shall not exceed the amount of 17 SDR per kilogram of gross weight of the damaged or lost freight.
- National air transport of goods shall be subject to the Spanish law, and MANUPOINT's liability shall not exceed the amount of 17 SDR per kilogram of gross weight of the damaged or lost freight.
- In no case shall the value of the merchandise in the bill of lading, the transport document, the navigational chart or in any other document issued by MANUPOINT or its agents be considered a declaration of "actual value" which would prevent MANUPOINT to limit its liability. Such declarations of value are mere utterances without substance, relevance or any value, since MANUPOINT cannot verify either the veracity or the reality of the value declared by the Client.

5.2. MANUPOINT shall be only responsible for the delay in the delivery, in the cases it is expressly established this way in the legal applicable regulation, 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 MANUPOINT. In any case the deadlines for delivery pointed out to the Client shall be understood as an approximation, and shall be subject to the ups and downs of the means of transport used. Should the Client want to be guaranteed the delivery of certain goods in a specific time it must be expressly stated by the Client on contracting the service of transport and for this to be binding it must be accepted expressly and in writing by MANUPOINT. 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 MANUPOINT be responsible for delay and therefore MANUPOINT will in no case be liable for delay. In any case MANUPOINT shall not be liable for more than 2.5 times the freight proportional to the delayed merchandise and proportional to the section of the transport affected by the delay.

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 MANUPOINT; regardless the claim is based on the contractual or on extra- contractual responsibility, 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 FROM RESPONSIBILITY IN THE ARRANGEMENT OF TRANSPORT OF GOODS PERFORMED BY THIRD PARTIES

MANUPOINT shall not be responsible for any loss, damage or expenses, such as the loss of benefits, 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.

The different clauses of exemption below are applicable:

6.1 MANUPOINT is not responsible should any of the following circumstances occur:

- The Client's or his authorized representative's fault or negligence.
- Defective lacking packaging, labeling and stowage, provided it was not MANUPOINT the one in charge of packaging, labeling and stowing the freight. Likewise, MANUPOINT shall not be responsible for the packaging of freight 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 MANUPOINT 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 legal provisions and conventions in force.

6.2. MANUPOINT 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 MANUPOINT, before being made available to the Client, from which moment on, MANUPOINT shall not be responsible in any case.

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

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

6.5. MANUPOINT 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. MANUPOINT 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. FREIGHT INSURANCE

7.1. MANUPOINT does not insure the loss or damage during haulage, storing or transport of the freight, unless the Client appraises them specifically in writing, in which case MANUPOINT must pay the corresponding amount.

7.2. When MANUPOINT is apprised expressly by the Client to agree the insurance of a freight, MANUPOINT 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 this express request.

7.4. MANUPOINT 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 freight.

Clause 8. PRICE OF THE SERVICES HIRED.

Transport and other services which are the object of MANUPOINT's activity are understood to be signed up according to the tariffs in force at the moment and within the limits foreseen in them. The terms of payment agreed upon between MANUPOINT and the Client are deemed to form a part of each service signed up. Should there not be fees or there not be prices in MANUPOINT's fees or in its agents' for all the payments or services actually carried out, the hiring shall be performed at the usual or market prices according to the place where they are hired. The additional expenses produced as a result of facts or circumstances after the hiring date or, to the date on which the shipping documents are issued, shall be at the Client's expense, providing they are duly justified and they are not due to a fault or negligence of anyone involved in carrying out the services hired. The payment of any expenses and services hired by MANUPOINT shall be in cash, except in special condition previously agreed.

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 MANUPOINT in fact and prior to the service rendering shall not be changed. Should there be any delay in the payment, the Client shall be also responsible for paying MANUPOINT any delay interest, damage for currency change fluctuation, banking commissions or any other economic damage supported by MANUPOINT 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 MANUPOINT. In case of doubt or in case the receiver of the cargo is neither the freighter nor the docker, 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 DAMAGES/BREAKDOWN IN THE FREIGHT AND OBLIGATION OF CUSTODY

9.1. Upon delivery of the transported or stored freight, the receiver must verify the conditions in which the freight is received, as well as the quantity, number and weight of the bundles delivered. In case of finding any defect or breakdown in the freight or loss of any piece/bundle, the receiver must document on the waybill, bill of lading, in the moment of the delivery of the freight, the defect/breakdown or loss of the freight that was found.

9.2. Should there be any irregularity, damages or loss of freight that cannot be detected in the moment of the delivery, the receiver must document his/her reservation in writing within 24 hours after the delivery of the freight, or in the terms and conditions pointed in the waybill, bill of lading, transport documents of regulations applicable, if they were lower.

9.3. The statements in the preceding paragraphs 9.1 and 9.2 are to be understood as a requisite of procedibility, for which reason non-compliance of the same will be understood as an expiry to lodge a claim.

9.4. The Client understands and agrees that in order to be able to lodge a complaint against MANUPORT, he must preserve the merchandise which is the object of the complaint, under his custody at his cost, and that he must invite MANUPORT to make an appraisal of the same, 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 appraisal leaves him in a state of defenselessness and by not being able to defend himself against the complaint, MANUPORT shall be released from all responsibility and consequently shall not be responsible for the complaint raised by the Client.

Clause 10. EXPIRATION.

Under penalty of being time-barred, the maximum length of time during which action against MANUPORT or its employees may be exercised shall be one year from placing the merchandise at the disposition of the Client or else in case of total loss, from the date at which the merchandise should have been made available

Not with standing the foregoing, the period for the actions derived from the actual performance of the different operations of transport, shall be in accordance with time periods pointed in the waybills, bills of lading, etc., or the ones established in the national regulations or the International Conventions ruling the different means of transport, and the period shall start according to what those documents establish.

MANUPORT's invoicing for services or transport and storage, including costs and expenses, under no circumstance can be accumulated to other demands. In no case at all, except when legally established otherwise, can the Client withhold amounts owed to MANUPORT, or take them as a payment for potential or alleged pending compensations.

Clause 11. LIMITATIONS OF LIABILITY FOR THIRD PARTIES.

MANUPORT is authorized to select and hire forwarding agents, carriers, storage operators, customs agents, shipowners, shipping companies, airlines, chartering brokers and any other agents if it is required by transport, storage, handling and delivery of freight, all of which shall be considered agents independent from MANUPORT.

The freight 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 regulations or international agreements applicable.

Clause 12. LIABILITY OF ASSISTANTS/EMPLOYEES.

Any direct legal action against MANUPORT's assistants and/or employees, both permanent and temporary, for loss or damage to the freight, 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, MANUPOINT 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 amount due for the service rendered, as well as when the Client fails to observe the payment terms agreed with MANUPOINT, in which case said agreement shall be considered void and exceptionable and all the amounts still unpaid, will be immediately and automatically considered due and payable and MANUPOINT shall have the lien over all the merchandise which is in its possession or under its control. Additionally it may establish any other lien that the legislation permits.

MANUPOINT shall have the right to initiate any notarial action that the Law allows.

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

When the merchandise on which a lien or the notarial action is pretended to be executed suffers a loss or destruction, MANUPOINT shall have the same rights, regarding the indemnity to be satisfied by the insurance companies, carriers, as the ones mentioned before.

Clause 14. FLEXITANKS.

14.1. General

These conditions are applicable to the delivery of Flexitank products and Flexitank services by MANUPOINT such as determined in the General Conditions.

14.2. Definitions

The following definitions apply for the purposes of the General Conditions:

14.2.1 "Flexitank contract": every contract between the Client, his principal, appointee or mandatee which has as its object the delivery of Flexitank products and Flexitank services;

14.2.2 "Client": the Principal of MANUPOINT upon whose instruction or for whose account MANUPOINT delivers the Flexitank products and Flexitank services, provides information or advice, whether free of charge or for consideration;

14.2.3 "Flexitank product": the Product delivered and sold by MANUPOINT subject to the conditions of these "MANUPOINT Flexitank Standard General Conditions", such as among others, but not limited to flexitanks, bulkhead, or any other transport container, or in summary the Flexitank product;

14.2.4 "Flexitank service": the Service delivered by MANUPOINT further to the delivery and sale of the Flexitank product, such as among others the installation, fitting out, loading or discharge of same, supervision of loading and discharging, and all recommendations made in the context of such;

14.2.5 "Goods": all Goods, including their packing, which are entrusted by Client to MANUPOINT 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 delivered by MANUPOINT relate.

14.3. Scope of Application

These General Conditions are applicable to the exclusion of any General Conditions of the Customer or Owner to the sale and delivery of Flexitank products and Flexitank services. 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.

When MANUPOINT performs Flexitank services, such as defined in these conditions, in the context of a forwarding or transport contract, agreed between the Client and MANUPOINT, 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 General Conditions, the legal relations between the Client and MANUPOINT shall be governed by these General Conditions.

14.4. Undertakings and Warranties of the Customer

14.4.1 The Flexitank products are designed to be used solely in accordance with the General Conditions and all General or Specific instructions given by MANUPOINT 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 MANUPOINT.

14.4.2 The Customer warrants that:

- i. he is not the consumer in the meaning of any provision of regulation applicable in respect of product liability and he undertakes not to supply it to any consumer or sell it on to same;
- ii. that he shall strictly comply with all instructions from MANUPOINT in connection with the Flexitank product. These instructions will be made available upon his first request and the Client shall, should these not have been supplied together with the Flexitank product and to the extent the Client deems important, request MANUPOINT to supply all useful information;
- 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 and in accordance with the instructions of MANUPOINT;
- 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 MANUPOINT;
- viii. when he installs the Flexitank product himself, or causes it to be installed by a third party (party other than MANUPOINT), he warrants that he himself, the said third party, his employees or other appointees, have the right skills and have received the right training for installing the product and have understood all instructions from MANUPOINT;

- 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 placed, 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/load 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 MANUPOINT 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 MANUPOINT 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 MANUPOINT, are 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 MANUPOINT 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 MANUPOINT may – as determined in article 6 – be engaged, on pain of lapse, conserve the Flexitank product and the Goods in full, and allow MANUPOINT, or any other party acting on the instructions of MANUPOINT, to examine the Flexitank product and the Goods, and the Client shall retain samples of the Goods, taken by a specialized and independent party.

14.5. Undertakings and Warranties of MANUPOINT

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

MPL 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 MANUPOORT shall perform its instructions with reasonable care, diligence and understanding and vouches for a normal professional performance of the instructions entrusted to it. MANUPOORT reserves the right to outsource any service whatsoever to third parties.

14.5.3 MANUPOORT 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 MANUPOORT delivers and hands over the Flexitank product at the agreed time and place. This is at the time that MANUPOORT makes the Flexitank available for loading when it is the Client itself that attends to the transport or alternatively after the transport and when the Flexitank is presented for unloading when it is MANUPOORT that attends to the transport, unless parties should have agreed that the delivery takes place earlier.

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

14.5.6 The Flexitank products remain the property of MANUPOORT until their payment in full, until such time the Client must attend on behalf of MANUPOORT 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 Liability on the part of the Client

The Client shall upon the first written request hold MANUPOORT 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 MANUPOORT (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 General Conditions including every action or omission by the Client outside of this Flexitank contract and for which MANUPOORT could be the object of a claim 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.

14.6.2 Liability on the part of MANUPOINT

(i) MANUPOINT shall only be liable for the direct damage or indirect 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.

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

(ii) MANUPOINT 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 MANUPOINT;
- 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 General Conditions.

(iii) If MANUPOINT delivers a Flexitank product or a Flexitank service that could give rise to liability (the Incident) and a claim, the compensation payable by MPL, shall be limited, as MANUPOINT may choose, to

- either the cost of the replacement of the Flexitank product;
- or the cost of repairing the Flexitank product.

In the event the default of MANUPOINT 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 MANUPOINT, is limited to:

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

whereby the lowest of these 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 MANUPOINT 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.

(iv) Should MANUPOINT deliver a Flexitank product further to the instructions or for the account of the Client without delivering a Flexitank service such as determined in these General Conditions, MANUPOINT 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) MANUPOINT may at the express request of the Client – to the extent that such is confirmed in writing by MANUPOINT – consent subject to an agreed additional payment to an increase of the compensation that should the case arise be payable by MANUPOINT.

(vi) On pain of lapse by reason of overdue submission every complaint or protest relating to loss or damage concerning a Flexitank product or a Flexitank service shall be brought to the attention of MANUPOINT 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 MANUPOINT must on pain of lapse by reason of overdue submission 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 MANUPOINT 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 MANUPOINT are payable in cash at the principal office of MANUPOINT 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.

MANUPOINT is entitled to compensate its outstanding invoices with any amount that MANUPOINT would be due to the Client.

14.7.2 Invoices must be protested within a period of 14 days following the invoice date. All other protests shall be rejected as having been submitted too late.

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 debt equalization with those sums that MANUPOINT may charge to his account.

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 MANUPOINT to show the existence of a greater loss or higher costs.

14.7.5 No assumption shall be made that MANUPOINT 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 MANUPOINT have provided surety from its own resources, the Client is bound to pay to MANUPOINT upon the first written request by MANUPOINT every amount for which MANUPOINT may have given by way of surety in respect of third parties.

14.8 Jurisdiction and Applicable Law

14.8.1 Every dispute about the formation, validity, interpretation, maintenance, performance or termination of the Contract shall be exclusively submitted to the courts of the country where the establishment of MANUPOINT that delivered the Flexitank product or Flexitank service has its principal office. MANUPOINT reserves the right to submit the proceedings for consideration to another court.

14.8.2 MANUPOINT does not pursue judicial and arbitral procedures against third parties, unless Client should have given prior written instructions for such to be done for its account and at its risk and have made the necessary financial resources available to MANUPOINT for the settlement of all costs and expenses.

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14.8.3 The Flexitank contract to which these General Conditions are applicable shall be governed solely by the law of the courts to which the dispute shall be submitted in accordance with paragraph 8.1.

Clause 15. – SURVIVAL CLAUSE

If for any reason a clause of these terms and conditions of employment, or a part of it, were declared void, ineffective or inapplicable, or if it should be considered that there exists an omission in the information by MANUPOINT, 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 MANUPOINT and any dispute which might arise resulting from them, shall be ruled and interpreted according to the Spanish Law.

MANUPOINT clearly expresses its 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.

There is an English language version of these General Conditions of Contract. In case of dispute the contents of the Spanish version will prevail over the English version for all purposes.

Signature

Pedro López Muñoz

Legal representative