

GENERAL TERMS AND CONDITIONS OF STORAGE AND HANDLING



of

UTG Unabhängige Tanklogistik GmbH

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§ 1 Scope

1.1 Unless otherwise explicitly specified in writing, these General Terms and Conditions of Storage and Handling apply to all business relations of UTG Unabhängige Tanklogistik GmbH (hereinafter "Depot Keeper") with its business partners (hereinafter "Depositor", even if no goods are deposited for storage in any individual case).

1.2 Any divergent statements or terms and conditions of third parties, in particular of the Depositor, shall not be binding upon the Depot Keeper even if not expressly rejected by the Depot Keeper on conclusion of contract. They shall be binding only if explicitly accepted by the Depot Keeper in writing.

§ 2 Subject Matter

2.1 Offers and individual agreements

2.1.1 Unless otherwise explicitly specified in writing by the Depot Keeper, all offers made by the Depot Keeper shall be deemed an invitation to place an order. An order shall be deemed accepted only when acceptance has been confirmed in writing by the Depot Keeper or when the Depot Keeper has rendered full or part performance of services for which an order has been placed.

2.1.2 Any subsidiary agreements, warranties and any other agreements shall be valid only if explicitly confirmed by the Depot Keeper in writing.

2.2 The scope of performance shall be determined exclusively by the written individual agreements.

2.3 Prices and reimbursement of expenses

2.3.1 The prices stated in the individual agreements shall apply.

2.3.2 The Depot Keeper is entitled to charge reasonable commission for expenses and when settling accounts on the basis of costs and to charge for any special performance requested by the Depositor or any performance required over and above the contractually agreed scope of performance on the basis of the work required and at the hourly rates as agreed from time to time.

2.3.3 The Depositor shall reimburse the Depot Keeper for any costs of carriage, demurrage, quayage and/or port/terminal charges, customs control, sample dispatch and similar ancillary charges advanced by the Depot Keeper. This shall also include any costs and expenses which the Depot Keeper is obliged to pay on the instructions of the Depositor in order to provide the tank farm services. The Depositor shall continue to reimburse the Depot Keeper for the above costs until such time as the Depot Keeper is able to terminate the relevant contracts on which the costs are based. The Depot Keeper shall be entitled to charge a supplement for its administrative expenses.

2.3.4 The statutory value added tax at the rate applicable from time to time is payable on all prices and remuneration.

§ 3 Scope and Contents of Performance by the Depot Keeper

3.1 The services offered by the Depot Keeper and performed pursuant to these Terms and Conditions refer to the storage and handling of goods, in particular liquid goods, unless further services have been explicitly agreed (§ 3.2).

Within that framework, the Depot Keeper shall provide Depositors with tank capacity and equipment for storage and handling in accordance with the requirements and explicit requests of the Depositors. The liquid goods are handled for the purpose of inbound storage into or removal from tank capacities provided by the Depot Keeper, for relocation within the fuel depot and for direct handling (where agreed). The Depositor is not entitled to sublet the tank capacity to third parties. Any exceptions to the foregoing provision shall require a separate agreement with the Depot Keeper.

3.2 Any other performance rendered by the Depot Keeper (special services such as sampling, relocation, refilling, mixing or other treatment of liquid goods etc.) shall be based on a separate explicit written agreement with the Depositor.

§ 4 Obligations of the Depositor, Termination for Default

4.1 The Depositor is obliged to provide the Depot Keeper with specifications and up-to-date safety data sheets pursuant to EC Regulation 1907/2006 (REACH) in good time

before delivery for storage and prior to any change of product. The Depositor shall ensure that the product to be stored has a registration number pursuant to the REACH Regulation. The Depositor shall further notify the Depot Keeper of any special requirements in connection with treatment of the stored goods, e.g. in terms of the required temperature, humidity or inerting, and shall provide information on any special characteristics of the stored goods which are not manifest and which could result e.g. from the use of additives, stabilisers, and inhibitors. The Depositor shall further provide information on requirements such as the maximum permissible filling level of the means of transport to be used for carriage of the individual products (depending on temperature and/or density). Information must also be provided on any particular risks to persons or property, and the seals and hoses used.

4.2 The Depositor is obliged to inform the Depot Keeper prior to conclusion of contract whether the product to be stored refers to waste as defined in the German Recycling and Waste Management Act. If the product is a waste product, the Depositor shall inform the Depot Keeper of the relevant waste code and – in good time prior to commencement of storage – shall provide the Depot Keeper with an absolute bank guarantee for the sum of the waste disposal costs, issued by a bank accepted by the Depot Keeper. The Depositor shall provide official proof, in the form of waste disposal certificates, which prove the proper treatment of the goods. On no account will handling begin until a permit for the handling of waste has been issued by the responsible authority.

4.3 The Depositor shall notify the Depot Keeper of any special facilities required to store the goods concerned (e.g. stainless steel tanks, tanks with inner lining, agitator, heating). On request by the Depositor, the Depot Keeper shall state the specifications of the facilities to be used. The Depositor undertakes to submit for storage only liquid goods which are suitable for the intended storage facilities.

4.4 Prior to handover of the liquid goods, the Depositor is obliged to provide the Depot Keeper with a written list from which the nature, quality, quantity, weight and any special properties of the goods are evident without any further explanation.

4.5 The product to be stored shall comply with the valid DIN quality properties and any applicable delivery specifications of the refineries.

4.6 If the Depositor fails to satisfy any of the conditions specified in § 4.1 – 4.5, the Depot Keeper shall be entitled to refuse performance until such time as the Depositor satisfies the conditions. The Depositor shall be liable as specified in § 15 for any damage consequently sustained by the Depot Keeper or as a result of storage in contravention of the provisions of 4.1 – 4.5.

4.7 The handling charges (handling rate and tank rental) specified in the individual agreements refer to inbound storage, storage and removal of the product within one month. If the product remains in the fuel depot for longer than one month after it has been taken into storage, the Depot Keeper reserves the right either to charge a storage fee of at least EUR 2.00/cbm/month or – in case of severe disruption of the tank farm logistics processes, in particular disruptions affecting other customers – to terminate the agreement for exceptional reasons subject to four weeks' notice to expire at the end of a month. If the Depositor fails to respond to such notice of termination (which shall include notice of the possible imminent sale of the goods), the Depot Keeper shall be entitled to exercise its right of lien and sell the Depositor's goods. The difference between the proceeds from sale and the Depot Keeper's claims shall be credited to the Depositor. The Depositor shall also be obliged to pay the handling charges if the rented tank space should temporarily be unavailable or subject to restriction owing to any necessary technical inspection work.

§ 5 Storage and Handling Facilities

5.1 Pursuant to the individual agreements, the instructions of the Depositor and the specifications for the liquid goods as stated in the individual agreement, the Depot Keeper shall keep storage and handling facilities which are suitable and appropriate for the storage and/or handling of liquid goods clean and free of residue. The Depot Keeper shall have the facilities specially cleaned for the storage of special products and/or pipelines flushed for direct handling solely on request by the Depositor and at the Depositor's expense. The Depot Keeper is not obliged to accept the goods for storage if the

Depositor has not submitted adequate specifications or up-to-date safety data sheets.

5.2 The Depositor is entitled to inspect the facilities to be used for performance of the agreement prior to the first storage or to have them inspected by a qualified third party. The same shall apply to any tanks which the Depot Keeper procures on behalf of the Depositor. If the Depositor has inspected the facilities or waived the above right of inspection, it shall not be entitled to claim that the facilities used or provided were unsuitable or not sufficiently cleaned.

5.3 The Depot Keeper shall charge the relevant costs of any further cleaning or flushing of tank equipment and pipelines, demanded by the Depositor. The Depositor is responsible for providing any required quantities of flushing liquids. The Depositor is responsible for the disposal/removal of these quantities on completion of the flushing process.

5.4 Should it be necessary to clean any tanks during the term of the contract and/or on termination of the contract, the costs of any discharging processes, also if ordered by a public authority or necessary for operational reasons (e.g. inspections), shall be borne by the Depositor. The costs of tank cleaning include both service costs for tank cleaning as well as costs for the disposal of sump and product residue.

5.5 In the case of joint storage, the costs of tank cleaning and product disposal shall be divided between the Depositors according to the proportions of the quantities handled on their behalf / their occupation of tank capacity / term of use.

5.6 Throughout the term of the contractual relationship the Depot Keeper reserves the right to exchange the tank facilities and the handling or other technical equipment for other tank units and equipment of equivalent size, suitability and properties if this is necessary for technical reasons. All performance required and costs sustained in connection with such an exchange shall be borne by the Depot Keeper, unless the exchange was caused by the requirements of the Depositor or the properties of the stored goods.

5.7 In the event of material failure of the tanks and/or other handling facilities which is not attributable to insufficient maintenance by the Depot Keeper, the Depot Keeper shall be under no obligation to provide the Depositor with substitute tank space and substitute handling facilities. In

such a case, the handling contract shall be suspended for the duration of the maintenance work and the Depositor shall be entitled to demand an appropriate reduction of the handling charges.

§ 6 Acceptance and Removal of Goods from Storage

6.1 The goods are deemed taken into storage by the Depot Keeper:

6.1.1 on receipt of bulk consignments: from tanker vessels when the liquid goods have passed through the connecting flange of the Depot Keeper's intake equipment:

The handover of goods for transfer from tanker vessels is the responsibility of the supplying vessel, unless this is in conflict with public-law requirements or the requirements of the Depot Keeper. The products must be suitable for discharge using the vessel's discharging equipment;

6.1.2 on receipt of bulk consignments from rail tank wagons, pipelines, tank containers or road tankers: when the liquid goods have passed through the connecting fitting of the Depot Keeper's intake equipment:

6.1.3 on receipt of packaged goods: when the goods have been taken over by the Depot Keeper's loading equipment;

6.2 The goods are deemed delivered by the Depot Keeper:

6.2.1 on delivery of bulk consignments to tanker vessels or lighters: when the liquid goods have passed through the connecting flange of the Depot Keeper's filling equipment;

6.2.2 on delivery of bulk consignments to rail tank wagons, pipelines, tank containers or road tankers: when the stored goods have left the filling equipment of the Depot Keeper;

6.2.3 on delivery of packaged goods to trucks: when the goods have been loaded onto the vehicles or containers.

If the Depot Keeper also assumes responsibility for safe loading for transport (Section 412 (1) Sentence 1 German Commercial Code ["HGB"]) pursuant to a separate agreement, the goods shall be deemed delivered by the Depot Keeper once the Depot Keeper has completed that work.

6.3 If, on request by the Depositor, the goods are to be taken into or removed from storage at a place other than the Depot

Keeper's premises, the consignment shall be deemed delivered when loaded onto the designed transport vehicle.

§ 7 Quantity Control, Provision of Information

7.1 The quantity calculations performed by the Depot Keeper for the liquid goods of the Depositor shall be binding on both parties. The Depot Keeper is obliged to keep due quantity records; for mineral oils which are taxed by volume, this shall be recorded as the quantity in litres at 15 degrees Celsius, and in kilograms for other products, in accordance with the statutory regulations on energy taxation as amended from time to time. The Depositor shall receive a binding weigh slip or inventory record from the Depot Keeper. Any surplus quantities or shortfalls occurring within a one-month period (depot difference) measured in litres at 15 degrees Celsius and in kilograms shall be calculated at the end of the month and on expiry of the agreement and shall be credited or charged to the Depositor in full or, in the case of joint storage, in the ratio of the quantities supplied by the Depositor in relation to the tank space used and the handling period plus the inventory quantity at the start of the month. The same shall apply to any changes in quantity owing to tank cleaning and for any quantities of water established and disposed of at the end of the month. The disposal of any water quantities established on commencement of storage by the Depositor shall be charged to the Depositor's inventory account. The Depositor shall bear the costs of disposal of these quantities.

7.2 The Depot Keeper is entitled but not obliged to take samples for its own purposes. On request, the Depositor shall be given the opportunity to have samples taken by a certified expert during the inbound storage or removal processes. The Depot Keeper shall take the samples in the generally accepted manner for the industry and in accordance with due business processes. Samples are stored in a designated storage room without any special facilities such as refrigeration equipment. Samples are stored for a maximum of between 3 and 6 months. Any deviations from these processes shall be effected only on the explicit request of the Depositor. In that case, the Depositor shall give the Depot Keeper written notice of the required procedure prior to or at the time of conclusion of contract. The Depositor shall bear all additional costs resulting from

such a procedure. In all other cases, the Depositor explicitly accepts that the procedure, the allocation of the onus of proof and the method of storing samples as evidence are in compliance with the contract.

7.3 Determination of the quantity of the goods to be stored or handled can take the form of measuring, metering, mass flow meter, weighing or counting; the Depot Keeper reserves the right to choose which method is suitable. The quantity of liquid products in a land tank shall be determined by measuring the level of the liquid or calculating the empty tank space and conversion into volume on the basis of the quantity per millimetre of height as specified by the Office of Weights and Measures or by other systems approved by the foregoing authority. The mass shall be calculated by converting the measured volume on the basis of the specific density and temperature of the goods.

7.4 If the quantity of liquid products is to be determined using meters, suitable and officially calibrated metering equipment shall be used.

7.5 Goods shall be weighed using officially calibrated truck weighbridges by weighing vehicles when empty and loaded.

7.6 The volumes and weights specified by the Depot Keeper and any agents employed in performance of the Depot Keeper's obligations are binding upon the Depositor. The Depositor is entitled to supervise the measuring and weighing process when goods are taken into or removed from storage and to attend inventory taking. The Depositor is further entitled to inspect the books and all other documents of the Depot Keeper at any time during ordinary business hours, subject to prior notice, insofar as these documents are relevant for the Depositor's business. The Depot Keeper is further obliged to provide all necessary information and on request to hand over the originals and copies of business transactions involving the Depositor. If the Depositor neither checks nor objects to the notification of the measured quantities immediately, the quantities specified by the Depot Keeper shall be valid. The Depot Keeper shall calculate the quantities at monthly intervals (records of incoming, outgoing and stored goods).

7.7 The Depositor shall bear any shortfalls occurring in transit and shortfalls resulting from calibration tolerances.

7.8 After the removal of liquid goods from storage, the Depositor is obliged to notify the Depot Keeper in writing of any non-manifest damage to the goods immediately on discovery of the damage but no later than 7 days after removal of the goods from storage; notification of manifest damage must be submitted immediately on removal from storage.

§ 8 Means of Transport, Packaging

8.1 The Depositor is liable for the perfect technical condition of all means of transport and packaging used for the removal of liquid goods from storage and for filling, their suitability for the intended goods and compliance with all legal and official regulations, in particular all regulations governing the international carriage of dangerous goods (Regulations concerning the Transport of Dangerous Goods by Road, Rail or Inland Waterway ["GGVSEB"], RID, ADR and ADN).

8.2 The Depot Keeper shall conduct random visual inspections of the vehicles and inform the Depositor if these inspections reveal any manifest faults in the vehicle or vehicle equipment in terms of safety, cleanliness or good working order. On no account shall the Depot Keeper be liable for damage or loss as a result of faults in any means of transport or packaging which have not been supplied by the Depot Keeper.

8.3 If, prior to unloading, a transport vehicle contains goods residue from a third-party loading point and the residue is not identical with the products to be unloaded, the Depot Keeper is entitled to refuse to accept the goods into its tank storage system and to refuse to unload the means of transport.

8.4 If, on request by the Depositor, the Depot Keeper delivers the stored goods in packaging, such as barrels, provided by the Depot Keeper the choice of packaging shall be at the discretion of the Depot Keeper and based on the product properties stated by the Depositor. The Depositor shall be liable for any damage resulting from demands on the choice of packaging imposed by the Depositor.

8.5 All packaging provided by the Depositor, in particular barrels, shall remain the property of the Depositor.

§ 9 Dispatch and Shipment

9.1 If the Depot Keeper participates in the dispatch and shipment of goods, it does so solely on behalf of the Depositor or a third party specified by the Depositor. If the Depot Keeper issues or completes any dispatch and/or shipping documents, it does so in the capacity of vicarious agent on behalf of the Depositor. The Depot Keeper is not obliged to check the accuracy and correctness of any instructions issued by the customer or any transport documents supplied which have already been completed.

9.2 The Depot Keeper shall handle the incoming goods in accordance with the Depositor's written or faxed instructions. For that purpose, the Depot Keeper shall process the inbound and outbound means of transport, deliver the stored goods to the recipient to be stated in writing by the Depositor or, in the case of vessels and tank wagons, issue the necessary waybills and accompanying documents.

9.3 The Depositor shall reimburse the Depot Keeper immediately for any freight charges and/or subsequent freight charges owing to incorrect freight rates and for any other costs charged to the Depot Keeper by a transport operator and shall not be entitled to plead any defences or file any objections in that respect.

§ 10 Sequence of Order Processing

The order in which goods are handled shall be determined by the Depot Keeper's operating procedures. The Depot Keeper shall endeavour but is not obliged to satisfy the Depositor's interests in having orders processed at the storage facilities in the same sequence as the receipt of incoming orders by the responsible department (shipping department/office). In particular, the Depot Keeper shall not be responsible for any demurrage or standing times.

§ 11 Treatment of Goods liable to Customs and Taxes (e.g. pursuant to German Biofuel Quota Act)

11.1 Unless otherwise specified in the Storage and Handling Agreement, the Depositor is the party liable to pay taxes/duties, whether in the capacity of owner of a bonded warehouse as defined in the German Energy Taxation Act, Authorised Depositor as defined in the German Energy

Taxation Act, owner of a bonded warehouse as defined in the German Spirits Monopoly Act, Depot Keeper as defined in the Customs Code or on any other legal basis, including any legal regulations which may enter into force after the issue of these General Terms and Conditions of Storage and Handling. In the standard situation, i.e. that the Depositor is the party liable to pay taxes/duties, the provisions of the following Clause 11.2 shall apply. If in exceptional cases the Storage and Handling Agreement specifies that the Depot Keeper is the party liable to pay taxes/duties, the provisions of the following Clauses 11.3 and 11.4. shall apply in lieu of Clause 11.2.

Clause 11.5 states a special provision for depots with no interim storage of goods. Clause 11.6 governs the provision of specific equipment. Clause 11.7 specifies the obligations of the Depot Keeper in connection with the addition of bio-products.

11.2 If the Storage and Handling Agreement specifies that the Depositor is the party liable to pay taxes/duties, goods on which customs and excise is payable shall be accepted for storage (incl. storage in a common tank pursuant to § 12) only on submission of proof that liability for the payment of taxes/customs has passed to the Depositor (e.g. by the granting of approval or a licence for the operation of a bonded warehouse or as Authorised Depositor).

11.3 If the Storage and Handling Agreement specifies that the Depot Keeper is the party liable to pay taxes/duties, goods on which customs and excise is payable shall be accepted for storage only when the Depositor has provided the security demanded by the Depot Keeper (e.g. bank guarantee issued by a major German bank) to cover all tax and/or customs risks (tax and customs debts plus the applicable value added tax; risk of revocation of provisionally granted tax exemption). The Depot Keeper shall specify the level and nature of the foregoing security. The tax/customs liability of the Depot Keeper shall raise the calculation basis for value added tax by the amount of the excise or customs payable on the goods on removal from storage. The Depositor shall also be liable for this additional value added tax. The security which the Depot Keeper is entitled to demand from the Depositor prior to acceptance of the goods for storage shall be calculated so that it covers the above tax and customs burdens. If exemption from taxes or customs has been granted, the security shall be calculated so that it

covers any payments that would occur on revocation of the exemption (cf. Clause 11.5). If, after the goods have been accepted into storage, it becomes apparent that the bank guarantee is not sufficient to cover the Depot Keeper's risks, the Depositor shall be obliged to furnish a bank guarantee for the higher amount.

11.4 If the Storage and Handling Agreement specifies that the Depot Keeper is the party liable to pay taxes/duties, the Depot Keeper shall execute all notification / customs procedures for which it is liable in its capacity as the party liable to pay taxes/duties in its own name but for the account of and by order of the Depositor and in accordance with the Depositor's instructions. In the internal relationship between the two parties, the Depositor shall indemnify the Depot Keeper for all claims filed by the tax and customs authorities owing to incidents relating to the storage. In particular, the Depositor shall be liable for all obligations of the Depot Keeper vis-à-vis the tax and customs authorities (inclusive of liability for fines) resulting from the storage per se, the conduct, instructions or specifications of the Depositor. If several depositors are involved, they shall have joint and several liability. In respect of all notifications, applications or customs clearance procedures executed by the Depot Keeper, including any such procedures using documents, papers or declarations provided by the Depositor or in accordance with the instructions of the Depositor, the Depot Keeper shall not be obliged to check the accuracy and correctness of any such documents etc. The Depot Keeper is obliged only to notify the Depositor of any changes in its excise warehouse number. The Depositor undertakes to accept all customs, tax or other notices or orders referring to its goods issued by the customs or tax authority in the Depot Keeper's name as if they were issued in its own name and to make all payments on the due date irrespective of the exercise of any right of objection. In the internal relationship between the two parties, the Depositor shall be obliged to indemnify the Depot Keeper for any claims filed by the tax or financial authorities even if it doubts the legitimacy of the claims. If the Depositor wishes to take action against the claims filed by the financial authorities, the action shall be taken by the Depot Keeper vis-à-vis third parties but for internal purposes in accordance with the Depositor's instructions and at the Depositor's expense.

11.5 The Depot Keeper and Depositor endeavour to have depots with no interim storage of goods pursuant to Section 7 (5) German Energy Taxation Act and 22 Energy Taxation Regulation operated by the Depositor in accordance with a licence granted to the Depositor to remove untaxed goods from storage and that the Depositor shall be the party liable for taxes. The reason for this objective is that in addition to the non-entitled party pursuant to Section 8 (2) Sentence 3, Energy Taxation Act, the owner of the bonded warehouse is also liable for taxes (joint and several liability) if energy products are supplied to a non-entitled party. There is further a risk that tax exemption could be unlawfully claimed, thus leading to notice of a change in taxation. Insofar as the liability for taxes has not passed to the Depositor or if the Central Customs Office imposes any conditions whatsoever, owing to which it cannot be completely ruled out that the customs authorities could file claims against the Depot Keeper, the Depot Keeper shall be entitled to demand security, in particular a bank guarantee, before accepting goods at a depot with no interim storage of the goods, to ensure that in the final financial outcome, the Depot Keeper is not liable for any unlawfully claimed tax exemption. The same shall apply to any other exemptions claimed pursuant to tax legislation or the Customs Code. If the Depot Keeper is the owner of an excise warehouse, the foregoing Clauses 11.3 and 11.4 shall apply mutatis mutandis.

11.6 The Depot Keeper shall provide and levy a separate charge for any special seals or other technical equipment required for the storage of goods which are subject to customs and excise.

11.7 The Depot Keeper shall act only on the instructions of the Depositor in the treatment of goods subject to customs and excise. All instructions must be issued in writing. In respect of biocertificates which the Depositor is obliged to submit to the Depot Keeper, the Depositor shall confirm that the stored goods have the properties stated on the certificate. The Depositor shall advise the Depot Keeper of the measures to be taken to ensure that the stored goods retain the essential properties (in particular the "bio" proportions) for assessment according to tax, customs and environmental legislation. The Depot Keeper is not entitled to execute any measures of its own accord. If the Depositor wishes the addition of bio products to the stored goods during the course of storage, the Depot Keeper shall execute

the corresponding instructions of the Depositor, provided that this is technically feasible at the depot location. The Depositor shall supply the Depot Keeper with the bio-product which is to be added. When selecting the bio-product or the addition of components, the Depositor shall pay due attention to the situation of the depot concerned. The Depot Keeper is not obliged to provide suitable storage capacities, mixing or metering equipment unless the Depositor and Depot Keeper have entered into a separate handling agreement in that respect. The Depositor shall give the Depot Keeper written notification of the exact quantity in litres of bio-products to be added. If the Depot Keeper gives the Depositor a recommendation of the admixture rate of biogenic components, the Depositor is obliged to check the accuracy of that statement for plausibility and subsequently to instruct the Depot Keeper again in writing of further procedure. The Depot Keeper assumes no liability that the blend product selected by the Depositor is fully homogenisable with the fossil mineral oil. On the contrary, the Depositor warrants that the blend components selected by the Depositor are compatible with the fossil mineral oils. Documentation of the addition of bio products as instructed shall take the form of a discharge report issued by the Depot Keeper. The Depositor is obliged to check the accuracy and completeness of the data immediately and to notify the Depot Keeper immediately of any discrepancies, so that the Depot Keeper can take appropriate remedial action. It is the responsibility of the Depositor to draw up a ecobalance on the basis of the notified and accepted data which can also be used for declarations to public authorities. The Depositor shall issue all declarations to public authorities as the party liable for taxes. The Depositor guarantees to the Depot Keeper that the goods stored on its behalf cannot be impaired owing to storage in a common tank (§ 12) and that they cannot have any detrimental effect on any other stored goods. In case of storage in a common tank, all Depositors shall jointly exercise their right to issue instructions to the Depot Keeper. It remains at the discretion of the Depositors whether to appoint one joint person who is authorised to issue instructions as stated on a certificate signed by all Depositors or whether they shall jointly sign all individual instructions.

§ 12 Storage in a Common Tank

12.1 Subject to the consent of the Depositor, the Depot Keeper shall be entitled to store liquid goods in a common tank, e.g. if goods cannot otherwise be taken into storage owing to lack of storage capacities. The Depositor shall be entitled to tank capacity on a pro rata basis with the other Depositors. The Depositor shall have joint ownership of the total quantity of stored goods in accordance with the proportion of the goods stored on its behalf, taking into account any quantities removed from storage. The Depot Keeper does not guarantee individual identification of each Depositor's goods.

12.2 If all the affected Depositors grant their consent to storage of the liquid goods in a common tank, they shall be obliged and shall assume joint and several liability that common storage shall not have any detrimental consequences for the Depot Keeper if damage is caused by any part of the stored goods.

12.3 As it is hardly feasible for technical reasons for the Depositors to reach agreements on optional anticipatory use of goods belonging to other depositors, such decisions shall be the sole responsibility of the Depot Keeper.

12.4 If goods belonging to different Depositors are stored in the same tanks, any losses due to pumping, weighing, evaporation etc. and any residue, sediment, condensation etc. occurring during storage owing to the internal properties of the liquid goods shall be divided amongst the different Depositors (unless they can be allocated to one individual Depositor); in that respect, the Depot Keeper shall if possible pay due attention to the ratio between the goods quantities and the storage period. Accounts for any shortfalls or surplus quantities shall be settled at the end of the month or the end of a calendar year and, in the case of joint storage apportioned to all Depositors in accordance with the proportions of their throughput/quantity handled or in the case of separate storage apportioned to the individual Depositor.

§ 13 Insurance

The Depositor is responsible for insuring the stored goods against all risks. The Depositor shall ensure that in case of damage or destruction of the storage goods by fire, explosion

or lightning, the insurance company or any other third parties shall have no right of recourse against the Depot Keeper. Regardless of the circumstances, the Depositor shall place the Depot Keeper in a position as if fire insurance for the stored goods existed without right of recourse against the Depot Keeper.

§ 14 Liability of the Depot Keeper, Limitation Period

14.1 The Depot Keeper shall store the goods from the time of acceptance until delivery with the due care of a prudent businessman. If any damage is caused during that time owing to culpable violation of a material contractual obligation – i.e. such obligations which are inherent from the nature of the contract and the violation of which would jeopardise achievement of the object of the contract – by a legal representative or vicarious agent of the Depot Keeper, the Depot Keeper shall be liable for the damage to the amount of the typical foreseeable damage for this type of contract, unless the loss or damage could not have been averted by exercising the due care of a prudent businessman.

14.2 The Depot Keeper shall be liable for the violation of ancillary contractual obligations only if the Depot Keeper or a legal representative or vicarious agent of the Depot Keeper, e.g. a member of the tank farm staff, is guilty of intent or gross negligence.

14.3 The Depot Keeper shall be liable for damage caused by the faulty addition of bio-products, insofar as this has been entrusted to the Depot Keeper pursuant to § 11.7, only in cases of intent or gross negligence on the part of the Depot Keeper's legal representatives or vicarious agents.

14.4 The Depot Keeper shall be liable for indirect pecuniary and/or consequential damage only if the Depot Keeper or a legal representative or vicarious agent of the Depot Keeper is guilty of intent or gross negligence.

14.5.1 The liability of the Depot Keeper for damage resulting from loss or damage of the goods during authorised storage shall be limited to

- the order value, i.e. the Depot Keeper's right to remuneration for a maximum of one year, but a total maximum of EUR 100,000.00 per claim,

- EUR 100,000.00 per difference in inventory, in which case – unless otherwise specified in any individual contractual agreement – any negative deviation of less than 0.2% between the actual and target quantity for extra light fuel oil and diesel fuels, less than 0.4% for petrol fuels and less than 0.5% for any other products shall be deemed natural shrinkage, for which the Depot Keeper shall not be liable under any circumstances.

14.5.2 The liability of the Depot Keeper for any damage caused during authorised storage other than material damage and other than business liability damage (cf. § 14.6) shall be limited to EUR 100,000.00 per claim.

14.5.3 Irrespective of the number of claims filed, the liability of the Depot Keeper shall be limited to EUR 2,000,000.00 per incident (in case of damage sustained by several parties, the Depot Keeper shall be liable in accordance with the proportions of their claims, so that the total sum of EUR 2,000,000.00 per incident is not exceeded, but apportioned pro rata to the injured parties).

14.6 The liability of the Depot Keeper for all other property damage and personal injury (business liability damage) shall be limited to a maximum of EUR 2,000,000.00 per claim and incident and to EUR 2,000,000.00 per calendar year (in case of damage sustained by several parties, the Depot Keeper shall be liable in accordance with the proportions of their claims, so that the total sum of EUR 2,000,000.00 per incident is not exceeded, but apportioned pro rata to the injured parties). The Depot Keeper shall not be liable for indirect damage, including but not limited to consequential damage such as the costs of loss of production or loss of profit, under any circumstances.

14.7 The Depot Keeper shall not be liable for damage caused by violation of the provisions of § 4 of these General Terms and Conditions by the Depositor or by one of the following hazards:

14.7.1 Natural properties of the stored goods, ageing, natural deterioration, sediment formation, chemical decomposition, oxidation, polymerisation, gasification, microbiological modification or contamination etc.

14.7.2 If the customs authorities demand customs and taxes on shortfall quantities in bonded warehouses and/or warehouses for energy products from the Depositor, for

internal purposes between the Depositor and Depot Keeper the quantities taken into and removed from storage shall be deemed to be the quantities established by the Depot Keeper at the time of taking into or removing from storage. If these quantities differ from the quantities established by the customs authorities, the Depot Keeper shall not be liable for the reimbursement of customs and taxes. The foregoing shall also apply in the event that the Depot Keeper handles shipments as tax warehouse of dispatch on behalf of the Depositor.

14.7.3 Loss of the stored goods owing to biological influences in the product. This shall also cover loss after tank cleaning or filtration ordered by the Depositor.

14.8 All claims (with the exception of those stated in § 14.10) of the Depositor against the Depot Keeper shall become barred by limitation after one year. If the damage is committed by intent or gross negligence and in the knowledge that the damage will in all probability occur, the limitation period shall be three years. The limitation period shall commence on expiry of the day on which the stored goods are delivered from the tank farm. If the Depositor of the stored goods becomes aware of the damage, the limitation period shall commence as soon as the Depositor acquires that knowledge or at the time at which the Depositor should, unless guilty of gross negligence, have become aware of the damage.

14.9 All the foregoing disclaimers and limitations of liability and the limitation of claims pursuant to § 14.8 shall also apply to non-contractual claims of the Depositor and claims filed against the Depot Keeper by third parties

14.10 The foregoing disclaimers and limitations of liability pursuant to this § 14 and the limitation of claims pursuant to § 14.8 shall not apply if the damage is attributable to an act or omission committed with intent or gross negligence by the Depot Keeper, its legal representative or vicarious agent. The foregoing disclaimers and limitations of liability shall not apply in case of damage to life, body or health.

14.11 The foregoing provisions shall not affect any claims filed against the Depot Keeper pursuant to the Product Liability Act; they shall however apply to any settlement of damage claims between several parties who are liable pursuant to the Product Liability Act.

§ 15 Liability of the Depositor, Limitation Period

15.1 Irrespective of fault, the Depositor shall reimburse the Depot Keeper for damage and expenses caused by insufficient packaging or labelling, non-compliance with the requirements of § 11.7 of these Terms and Conditions, failure to notify the Depot Keeper that the goods are dangerous, or for the absence, incompleteness or inaccuracy of the certificates and information required for official procedures.

The Depositor shall also be liable for any damage to the equipment and/or tank facilities of the Depot Keeper or third parties caused by the biological effects or aggressive properties of the product, unless the Depositor explicitly notified the Depot Keeper in writing of these risks prior to storage. The Depositor's liability in this connection shall also cover the costs of tank cleaning and any product disposal which may become necessary.

15.2 If the Depositor is not liable pursuant to § 15.1, even without fault on the part of the Depositor, it shall be liable for all damage, expenses and fines sustained by the Depot Keeper and caused by infringement of the Depositor's obligations pursuant to the Storage Agreement owing to intent or negligence. The Depositor shall in particular

15.2.1 provide the Depot Keeper with full documentation, such as the complete and up-to-date safety data sheet pursuant to EC Regulation 1907/2006 (REACH) and supply all data and information which the Depot Keeper requires in order to fulfil its obligations pursuant to the Storage Agreement,

15.2.2 provide the Depot Keeper, prior to storage, with appropriate instructions for storage pursuant to § 4 if required by the properties of the stored goods,

15.2.3 notify the Depot Keeper of any precautionary measures to be taken when dangerous goods are stored,

15.2.4 comply with all instructions of the Depot Keeper, in particular in connection with inbound storage/removal of the goods,

15.2.5 reimburse the Depot Keeper for all damage and expenses sustained owing to the provision of deficient, unsuitable or unclean means of transport,

15.2.6 reimburse the Depot Keeper for all demurrage and standing charges for which the Depositor is responsible and for all damage resulting from delays in the dispatch of its transport vehicles during the acceptance or discharge of the stored goods.

15.3 The Depositor shall be liable for all damage and expenses caused by third parties entering the depot on the Depositor's instructions, especially in connection with removal of the goods from storage; such third parties shall be obliged to comply with the instructions of the Depot Keeper in the same way as the Depositor.

15.4 The Depositor shall reimburse the Depot Keeper for any damage to the property or assets of third parties, in particular of other Depositors, caused by the Depositor or third parties as defined in § 15.3, insofar as the Depot Keeper is liable to the third parties. The Depot Keeper shall thus be entitled to demand that the Depositor indemnify it for all such claims.

15.5 The Depot Keeper's claims against the Depositor shall become barred by limitation pursuant to the statutory regulations. The limitation period shall not begin before the date on which the goods are removed from storage.

15.6 If the customs or financial authorities demand the payment of taxes from the Depot Keeper, the limitation period for any claims filed against the Depositor for compensation, reimbursement for damage and / or expenses shall commence no earlier than 12 months after the effective date of the tax notice concerned.

The term "taxes" for the purposes of this clause shall cover all taxes pursuant to Section 3 of the German Tax Code ["AO"], as well as any other duties and / or customs, in particular pursuant to the Customs Code, each inclusive of any interest payable on such taxes, all subsidiary tax payments and liability claims pursuant to the Tax Code and any similar ancillary payments on these duties.

§ 16 Liens, Right of Retention

16.1 The Depot Keeper is entitled to lay a lien on the goods of the Depositor for any claims which it is entitled to file against the Depositor on any grounds whatsoever. The Depot Keeper is entitled to refuse to hand over parts of the goods until such time as its claims against the Depositor

have been fully satisfied. The Depot Keeper shall acquire a right of lien on goods which are not the property of the Depositor for any claims in connection with storage of the goods.

16.2 If the claim for handover of the goods has been assigned to a third party by endorsement on the depot receipt, the Depot Keeper shall nevertheless retain its right of lien and retention. These rights shall apply vis-à-vis the third party, in particular for claims of the Depot Keeper in connection with the stored goods and also for any claims which the Depot Keeper is entitled to file directly against the third party.

§ 17 Term of Validity of the General Terms and Conditions of Storage and Handling and the Individual Agreements

17.1 The terms, renewal options and periods of notice of each individual agreement are specified in the document concerned. Notice of termination to expire at the end of the term of validity must be given in writing. Any amendments and / or addenda to the General Terms and Conditions of Storage and Handling must be recorded and agreed in the individual agreements.

17.2 Irrespective of the foregoing provisions, the Depot Keeper is entitled to terminate the agreement without notice for cause, in particular if

17.2.1 a creditor of the Depositor levies execution upon the stored goods;

17.2.2 bankruptcy proceedings are instituted against the Depositor before a court;

17.2.3 the Depositor becomes insolvent;

17.2.4 the Depositor fails to satisfy its payment obligations to the Depot Keeper despite three reminders;

17.2.5 the stored goods are confiscated by the authorities;

17.2.6 the stored goods pose a risk for the depot or other goods, the storage space used for the goods is fully or partly destroyed for any reasons whatsoever or otherwise becomes unfit for storage of the goods – irrespective of the reasons – or in case of any risk to persons;

17.2.7 the stored goods cause or threaten to cause environmental damage;

17.2.8 either party infringes the contractual obligations with intent or gross negligence, especially the obligations pursuant to § 4.7.

17.3 The Depot Keeper is entitled to terminate the Agreement without notice in case of any change of ownership or management of the Depositor. The Depositor undertakes to notify the Depot Keeper immediately on execution of any such change.

17.4 Termination of the Agreement shall not affect any compensation claims to which the parties are entitled.

17.5 On termination of the contractual relationship, the Depot Keeper shall be entitled to demand that the Depositor immediately takes back the goods and satisfies all payment demands. If the Depositor defaults in vacating the depot, the Depot Keeper shall be entitled – after granting a reasonable additional period of time – to have the depot vacated at the Depositor's expense.

17.6 On vacation of the depot, the Depositor shall owe the Depot Keeper the agreed remuneration until the depot has been fully restored to the condition at the time on which the tanks and handling equipment were made available.

§ 18 Invoices, Payment

18.1 Rental payments for the depot are payable in advance on a calendar monthly basis. All other services provided by the Depot Keeper shall be invoiced in the month in which they were provided. All invoices are payable net without any deduction (e.g. for bank charges) within 8 days of billing, unless a different payment period has been agreed in the Storage and Handling Agreement.

18.2 If the Depositor defaults in payment, it shall pay interest at the current rate of 9 percentage points above the base interest rate pursuant to Section 247 German Civil Code ["BGB"] as valid from time to time. The Depot Keeper reserves the right to claim further damages for default.

18.3 Claims can be offset against counterclaims only insofar as these are undisputed or final and non-appealable. The same shall apply to the enforcement of any right to withhold payment.

18.4 If the Depositor defaults fully or in part with a payment, all outstanding claims of the Depot Keeper shall become due immediately. This shall also apply if the Depot Keeper has accepted cheques or bills of exchange as conditional payment for these claims or has granted the Depositor a respite. The same consequence shall apply if the Depositor discontinues payments, if a petition in bankruptcy is filed against the Depositor before a court, or execution is levied on the Depositor's assets. In all the above cases, the Depot Keeper shall be entitled to make further performance dependent on appropriate advance payments.

18.5 If the Depot Keeper and not the Depositor is the party liable to pay taxes and duties, the taxes/duties shall be calculated and due on the fixed value date which corresponds to the payment date prescribed by the financial authority. In case of any delay in receipt of the taxes or duties in the Depot Keeper's account, the Depot Keeper shall be entitled to charge the standard bank interest rate on overdrafts. Value added tax for the energy taxation is payable to the Depot Keeper immediately, no later than the value added tax payment dates.

§ 19 Place of Performance, Legal Venue

19.1 Place of performance for payments is Bremerhaven. Place of performance for storage and handling is the location of the fuel depot.

19.2 Sole legal venue for any disputes is Bremerhaven.

§ 20 Data Protection

Personal data in connection with the contractual relationship shall be stored and exchanged solely for the purpose of performance of the contract and in compliance with the relevant legislation (including but not limited to the German Data Protection Act ["BDSG"], the German Telemedia Act ["TMG"] etc.).

§ 21 Closing Provisions

21.1 All legal relations and legal acts between the Depot Keeper and the Depositor shall be governed by German law, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods as amended from time to time.

21.2 All amendments and/or addenda to any individual agreement, including any waiver of this written form requirement, must be made in writing and must refer explicitly to these Terms and Conditions.

21.3 The Depot Keeper is entitled to amend these Terms and Conditions with the consent of the Depositor provided that the Depositor can reasonably be expected to grant its consent in due consideration of the interests of the Depot Keeper. The Depositor's consent shall be deemed granted if the Depot Keeper gives the Depositor appropriate (in writing or by e-mail) and timely notice of the amendment, highlighting the changes, and the Depositor does not object to the amendment within the period specified in the foregoing notice. In the notice of the amendment, the Depot Keeper is obliged to advise the Depositor of the consequences of non-objection to the amendment.

21.4 Should one or more of the provisions of these Terms and Conditions prove to be null and void or invalid, this shall not affect the validity of the remaining provisions. The parties shall replace the null and void or invalid provision by a provision which, in terms of its form, contents, time, extent and scope, comes as close as possible to the intended meaning and purpose of the original null and void or invalid provision. The same shall apply should the Terms and Conditions prove to contain a loophole.

21.5 In case of any translation of these General Terms and Conditions into a language other than German, the German original shall always apply in case of dispute.