

## **GENERAL CONDITIONS MOUNTAIN GROUP**

### **PART I: General provisions**

#### **Article 1 - definitions**

**MOUNTAIN GROUP:** the companies that are part of the MOUNTAIN GROUP, including but not limited to: Mountain Holding B.V., Mountain Tank Sales B.V., Mountain Tank Leasing B.V. and Mountain Tank Rental B.V., and all legal successors and affiliates.

**Agreement:** an agreement concluded between MOUNTAIN GROUP and (one or more) client(s) concerning sale, modification, repair, transportation or leasing by MOUNTAIN GROUP of one or more tank containers, containers or other goods or services, as laid down in the order confirmation drafted by MOUNTAIN GROUP.

**Client:** the party/parties to the agreement other than MOUNTAIN GROUP.

**Goods:** all the tank containers, containers or goods to be sold, leased or repaired or let by MOUNTAIN GROUP to or for the client and also all the services to be rendered by MOUNTAIN GROUP to the client.

**Parties:** MOUNTAIN GROUP and client.

**Force majeure:** circumstances that prevent the performance of the agreement and cannot be imputed to one of the parties. Circumstances which constitute force majeure on the part of MOUNTAIN GROUP include, without limitation, in any event: acts or omissions of persons that MOUNTAIN GROUP uses in the performance of the agreement; unsuitability or defectiveness of goods that MOUNTAIN GROUP uses in the performance of the agreement; a third party exercising one or more rights against the client, whether or not with regard to a shortcoming of the client in the performance of the agreement concluded between the client and that third party; strike; business interruption; illness(es); import, export and/or transit prohibitions; measures of governments or otherwise authorized bodies; transport problems; unforeseen technical circumstances; non-fulfilment of obligations by MOUNTAIN GROUP's suppliers and/or subcontractors; boycott of MOUNTAIN GROUP or of its ancillary suppliers, weather conditions; natural and/or nuclear disasters; insurrection; fire, war risk, war and threat of war.

#### **Article 2 - applicability and General Conditions of Transport**

- 2.1 All offers of MOUNTAIN GROUP and also all agreements with MOUNTAIN GROUP shall be governed by these general conditions. In case the client should want to declare other general conditions applicable, MOUNTAIN GROUP hereby explicitly rejects them.
- 2.2 In the event of any discrepancy between the agreement and these general conditions, the agreement shall prevail.
- 2.3 Amendments of and additions to the agreement and these general conditions shall only be agreed in writing.
- 2.4 If a provision from these general conditions is void, this provision shall be replaced by a valid provision that complies with and links up with the tenor of the void provision as much as possible.  
The parties shall be obliged to consult with each other about the text of the new provision if necessary. The possible voidness of one of the provisions of the general conditions shall not affect the validity and applicability of the other provisions.
- 2.5 If MOUNTAIN GROUP qualifies as carrier, in case of carriage by road within the Netherlands, the most recent version of the General Conditions of Transport from Stichting Vervoeradres shall apply to these activities. In case of international carriage by road, the CMR shall apply to these activities and, in addition, the most recent version of the General Conditions of Transport from Stichting Vervoeradres insofar as they are not contrary to the CMR. In the event of conflict between the General Conditions of MOUNTAIN GROUP and the General Conditions of Transport, the General Conditions of MOUNTAIN GROUP will prevail, unless this is contrary to mandatory law.

**Article 3 – offers**

- 3.1 An offer made by MOUNTAIN GROUP shall never be binding on MOUNTAIN GROUP, as a result of which MOUNTAIN GROUP shall always be entitled to revoke the offer, irrespective of whether a time for acceptance was set. Even after acceptance revocation shall still be possible provided that it shall be effected immediately.
- 3.2 Every offer made by MOUNTAIN GROUP shall be subject to the reservation that the goods offered are deliverable / available (in time).
- 3.3 MOUNTAIN GROUP's offer shall only apply to the client to which it has been made and shall only apply for the duration of the period of validity.

**Article 4 – agreement**

- 4.1 If MOUNTAIN GROUP has made an offer in writing, an agreement shall come into effect after MOUNTAIN GROUP has received the client's written acceptance within the period of validity, unless MOUNTAIN GROUP subsequently revokes the offer, in accordance with the provisions in article 3.1 of these conditions.
- 4.2 MOUNTAIN GROUP shall be entitled (but not required) to accept the oral and/or later received acceptance as if it were made in writing and/or made in time.
- 4.3 In the event that MOUNTAIN GROUP has made an offer in another way than in writing, the agreement shall only take effect upon MOUNTAIN GROUP's order confirmation to the client.

**Article 5 – price**

- 5.1 All the prices/rates mentioned by MOUNTAIN GROUP and agreed between the parties shall be exclusive of the turnover tax payable by law and all the other additional costs, including, without limitation, any compensations to third parties, taxes, surcharges, import duties, levies and also all interim increases thereof, which shall all be entirely for the client's account. The costs in connection with transport, loading and unloading shall also be entirely for the client's account.
- 5.2 In the event of an increase of one or more cost-price components occurring after the conclusion of the agreement (such as but not limited to raw materials and wages, currency rates or taxes and/or excise duties), MOUNTAIN GROUP shall be entitled to increase the original price accordingly.
- 5.3 In the event that the parties have not agreed on any price/rate, the standard prices/rates used by MOUNTAIN GROUP on the contract date shall apply.

**Article 6 – delivery**

- 6.1 Unless something else has been agreed explicitly in writing between the parties, the goods shall be delivered ex works and all the risks in connection with the goods shall pass to the client when the goods are made available by MOUNTAIN GROUP. The availability of the goods shall be announced by MOUNTAIN GROUP at least 24 hours in advance.
- 6.2 If it has been explicitly agreed in writing that MOUNTAIN GROUP shall arrange for carriage of the goods, the client shall be obliged to timely provide MOUNTAIN GROUP in writing with all necessary shipping and delivery instructions. The client must arrange for sufficient unloading facilities at the delivery address.
- 6.3 The client must take receipt of the goods immediately after they have been made available/arrived. If the client does not fulfil this obligation/these obligations or not in time, the damage, losses and costs caused or incurred as a result of this, including, without limitation, damage due to delay and also (possible) extra expenses for MOUNTAIN GROUP shall be entirely for the client's account. If within 24 hours after availability/arrival the client has not taken receipt of the goods, MOUNTAIN GROUP shall be entitled to store or have others store the goods at the client's expense and risk.
- 6.4 The times of delivery stated by MOUNTAIN GROUP are only indications. The client cannot derive any rights from such statements.
- 6.5 MOUNTAIN GROUP shall be entitled to deliver the goods in instalments. In that case MOUNTAIN GROUP shall be authorized to send separate invoices and the client shall be obliged to pay these invoices, as if they were invoices for separate agreements.
- 6.6 Delivery to the party to which MOUNTAIN GROUP delivers the goods for the benefit of the client and therefore also to the party that collects the goods for the client or otherwise takes possession of the goods for the client shall be considered delivery to the client. If the necessary information is not made available or not made available in time or incorrectly by the client leading to incorrect delivery, such incorrect delivery shall be for the client's sole expense and risk.

**Article 7 – payment**

- 7.1 Payment of all the amounts owed by the client to MOUNTAIN GROUP must be made within fourteen days after the invoice date. Payment may be made both in cash and by bank transfer. In the event of payment through a bank the amount invoiced by MOUNTAIN GROUP must have been credited to MOUNTAIN GROUP's bank account within fourteen days after the invoice date.  
MOUNTAIN GROUP may at any time set-off anything that it owes the client for any reason against anything that the client owes MOUNTAIN GROUP. The client on the other hand shall not have this right to set-off. Nor can the client invoke any right of suspension.
- 7.2 If the agreement provides for payment by means of a documentary credit, the client must open an irrevocable and confirmed documentary credit before the agreed date which shall be payable by a bank to be designated by MOUNTAIN GROUP, for the whole amount of the purchase price, in exchange for documents to be designated by MOUNTAIN GROUP, unless something else has explicitly been agreed in writing.
- 7.3 MOUNTAIN GROUP shall always be entitled to demand prepayment of or security for the payments (yet) to be made by the client. Until the client has satisfied such requirements, MOUNTAIN GROUP shall be entitled to suspend the performance of the agreement.
- 7.4 In the event of late or incomplete payment the client shall be automatically in default at the end of the period of payment and it shall owe MOUNTAIN GROUP, alongside the principal amount, from the due date until the day of payment, a default interest over the amount due at a rate of 1 per cent (or EUR 50.00 excluding VAT, whichever is more) a month and also all possible extrajudicial collecting charges (these to be set at 15 per cent of the sum to be collected, but at least at EUR 500.00 excluding VAT).
- 7.5 Payments by the client shall first be deducted from the expenses and interest due (in that order) and subsequently from the principal amount. Payments shall first of all be used to pay the oldest principal amount outstanding.
- 7.6 Payment shall be made in euro currency, unless the parties have explicitly agreed on something else in writing.

**Article 8 – risk, insurance**

- 8.1 Anyone who enters MOUNTAIN GROUP's sites, buildings or other locations, shall do so – including any vehicles, materials etc. – at its/his/her own risk. The client shall see to it that this is communicated beforehand to all the persons concerned who act for, on behalf of and/or by order of the client. Furthermore the above-mentioned persons must follow the requirements and/or instructions which apply there and possibly may be given by the competent authorities and/or MOUNTAIN GROUP.
- 8.2 At its expense the client shall properly insure and keep insured the goods, to the extent that they have not become the client's uncontested property, against fire, theft, damage, loss and all other risks cover of which is customary or advisable in view of the circumstances (including, without limitation – provided that it is insurable under customary conditions – also strike, general average and possibly also war risks).
- 8.3 Without prejudice to its obligation mentioned in article 8.2 the client shall take out and maintain at its expense an insurance to cover the client's and MOUNTAIN GROUP's liability concerning damage caused by or with the goods and/or cargo therein (including fire damage and consequential loss), in which insurance recourse against MOUNTAIN GROUP shall be excluded.
- 8.4 The client shall on request make available for inspection to MOUNTAIN GROUP the policy/policies of the insurance(s) referred to in article 8.2 and 8.3 and proof that the premium has been paid in time. The client guarantees that MOUNTAIN GROUP has been included as beneficiary in the insurance(s) mentioned in art. 8.2 and 8.3 and that the insurers have waived the right of recourse against MOUNTAIN GROUP, which is also included in the policy. Furthermore the client guarantees that alterations and/or suspensions of this insurance/these insurances will be reported in advance to MOUNTAIN GROUP by the client's insurance intermediary in writing.
- 8.5 If for any reason whatsoever the client fails to fulfil the obligations mentioned in article 8.2 and 8.3 and persists in this failure immediately after MOUNTAIN GROUP's request to rectify that, MOUNTAIN GROUP shall be entitled to take out the customary or reasonably required insurance on behalf and at the expense of the client.
- 8.6 All the costs and charges relating to insurances that MOUNTAIN GROUP takes out for or at the request of the client shall be entirely for account of the client.

**Article 9 – specifications, requirements, warranties**

- 9.1 MOUNTAIN GROUP does not guarantee that the goods are suitable for the intended use or otherwise, unless it has been explicitly agreed in writing that the goods must be suitable for the intended use. The client shall then be obliged to indicate explicitly in writing what use is intended with the goods.
- 9.2 Before delivery of the goods the client shall inform MOUNTAIN GROUP in writing about all the (statutory) regulations which apply and all the (other) requirements which will apply in relation to the goods in view of the purpose, the location and the circumstances.
- 9.3 MOUNTAIN GROUP need only ensure that the goods comply with the dimensions, machinery, suitability, specifications, tests, certifications, safety regulations and other requirements that have been agreed in writing between the parties.
- 9.4 In the event that the goods do not comply with the matters agreed as referred to in article 9.3 MOUNTAIN GROUP shall be obliged, at MOUNTAIN GROUP's choice, either to repair the defect or to refund the amount paid by the client in respect of the goods concerned. MOUNTAIN GROUP shall not be obliged to compensate any further damage, losses or expenses.
- 9.5 MOUNTAIN GROUP shall not be obliged to give any further guarantees than those that have been agreed in writing and explicitly as such between the parties.
- 9.6 The client is obliged to timely supply MOUNTAIN GROUP with all data and information concerning the goods and the treatment of same of which he knows or ought to know that such data and information are relevant to MOUNTAIN GROUP. The client guarantees the accurateness of the data and information supplied by him.
- 9.7 The client guarantees that the documents needed for the execution of an order are duly present, unless agreed in writing that MOUNTAIN GROUP will provide these documents.
- 9.8 With regard to hazardous substances and objects with hazardous properties the client is also obliged to timely provide MOUNTAIN GROUP with a written statement of the provisions that must be observed according to the applicable legislation and/or other government rules.
- 9.9 The client is responsible for and shall ensure that all customs formalities will be carried out, unless agreed otherwise in writing.

**Article 10 – complaints**

- 10.1 At delivery of the goods the client shall immediately examine whether they comply with the agreement and report and confirm in writing every noted defect to MOUNTAIN GROUP immediately, failing which the goods shall be deemed to have been delivered in conformity with the agreement and the client shall not be able to enforce any claim with regard to any shortcoming(s) against MOUNTAIN GROUP.
- 10.2 Defects invisible at the time of delivery of the goods must be reported and confirmed in writing by the client within 24 hours after delivery to MOUNTAIN GROUP, failing which the goods shall be deemed to have been delivered in conformity with the agreement and the client shall not be able to enforce any claim with regard to any shortcoming(s) against MOUNTAIN GROUP.
- 10.3 As long as the client is not owner of the goods (yet)(retention of title by or letting by MOUNTAIN GROUP) it shall be obliged to handle the goods as a careful debtor. During this period the client shall be obliged to inform MOUNTAIN GROUP immediately after discovery of shortcoming(s) and/or damage to the goods, both orally and in writing.
- 10.4 Goods shall not be returned to MOUNTAIN GROUP without MOUNTAIN GROUP's prior written permission.

**Article 11 – limitation of actions**

Any action/claim against MOUNTAIN GROUP shall be extinguished if legal proceedings are not commenced within 13 months after it arises.

**Article 12 – liability, damage**

- 12.1 MOUNTAIN GROUP is not liable for any damage or costs except in the event of intent or wilful recklessness of MOUNTAIN GROUP itself.
- 12.2 If and when MOUNTAIN GROUP should be liable, its liability shall never extend beyond the obligation to perform after all in conformity with the agreement or, at MOUNTAIN GROUP's choice, refunding at most the amount agreed for the relevant performance.
- 12.3 If and when the goods are no longer new (secondhand goods) MOUNTAIN GROUP shall sell these goods in the condition in which – and how and where – they are ("as is, where is") at the time when the agreement is concluded without MOUNTAIN GROUP giving any guarantee in connection with usability, adequacy, marketability or suitability of the relevant goods for any purpose.
- 12.4 MOUNTAIN GROUP shall never be liable for consequential loss, trading loss and/or immaterial loss of any nature whatsoever, which shall at any rate include loss owing to business interruption, loss of profits, loss of income or loss of use of the client.

**Article 13 – place of repair work**

Any repair or replacement of goods shall be done at MOUNTAIN GROUP's depot or, if MOUNTAIN GROUP wishes this, at the location where the goods are in fact located.

**Article 14 – indemnity**

The client shall indemnify MOUNTAIN GROUP against any and all claims that third parties should acquire or allege against MOUNTAIN GROUP and that arise directly or indirectly from or are related to the agreement, irrespective of whether the disadvantage has been caused by MOUNTAIN GROUP's own doing or by others.

**Article 15 – suspension, termination and takeback**

- 15.1 In the following cases MOUNTAIN GROUP shall be entitled to suspend the performance of any of its obligations and/or terminate all agreement(s) with the client without prejudice to its right to claim proper performance from the client:
  - a. if the client fails to pay any amount due by it to MOUNTAIN GROUP;
  - b. if, in spite of a demand to that end by MOUNTAIN GROUP, the client does not perform any other provision from the agreement, or not in full, not in time or not properly or performs an act in violation thereof;
  - c. if circumstances occur on the part of the client that in the opinion of MOUNTAIN GROUP entail a considerable aggravation of its risk and/or may impede the normal completion of the agreement;
  - d. if the client, whether or not involuntarily, resolves on liquidation, whole or partial cessation, relocation outside the Netherlands or sale of its business or – if the client is a natural person – if the client dies, or is arrested or jailed;
  - e. if the client makes any arrangement with creditors or leaves payable claims of third parties unpaid or if a suspension of payment or liquidation is applied for by it or for it;
  - f. if the whole or part of the client's assets and/or property rights is/are attached, whether or not including the goods, or if the goods are requisitioned by the authorities;
  - g. if the client loses control of its capital in full or in part or a permit or registration necessary for the performance of its profession or business is withdrawn;
  - h. if the security interests provided by the client and/or third parties, in MOUNTAIN GROUP's opinion, are no longer sufficient and the client does not, within one month after notice by MOUNTAIN GROUP, provide or have others provide other security to the satisfaction of MOUNTAIN GROUP whether by way of personal security interests or collateral;
  - i. if before or at the time of conclusion of the agreement the client has supplied or has had others provide incorrect or incomplete statements or information, in so far as the said incorrectness or incompleteness or non-disclosure is of such a nature that MOUNTAIN GROUP would not have concluded the agreement or not on the same conditions, if MOUNTAIN GROUP had known the true state of affairs;
  - j. if the goods have suffered any damage that is not compensated for by insurers.In the event of such a notice of termination the client must pay all the damage resulting therefrom and also pay MOUNTAIN GROUP everything that the client would have owed under the agreement if it had not been terminated.
- 15.2 If a circumstance as referred to in article 15.1 occurs, the client shall no longer be entitled to use the goods. In such a case MOUNTAIN GROUP shall be entitled to take possession of the goods. The cost of this shall be for account of the client. The client shall inform MOUNTAIN GROUP immediately on the latter's request about the place where the goods are present.

- 15.3 If the client fails to pay any amount due to MOUNTAIN GROUP or is otherwise in default, or one of the situations referred to in the preceding paragraphs occurs, all the amounts due to MOUNTAIN GROUP shall be payable at once.
- 15.4 The client does not have the rights of MOUNTAIN GROUP set forth in the articles 15.1, 15.2 and 15.3. The client also waives its right to rescind the agreement on any ground whatsoever.

**Article 16 – force majeure**

- 16.1 If as a result of force majeure the parties or one of the parties cannot fulfil their/its obligations, the fulfilment of those obligations shall be suspended for the duration of the force majeure situation.
- 16.2 If the force majeure situation has lasted for a month, each of the parties shall be entitled to terminate the agreement in full or in part by registered letter (return receipt requested) or writ, without any obligation existing in that case for compensation or any other payment owing to this termination. All this shall apply without prejudice to the client's obligation to pay for the performance already rendered by MOUNTAIN GROUP.
- 16.3 The parties shall inform each other of a (possible) force majeure situation in writing as soon as possible.

**Article 17 – indivisibility, transfer of rights/obligations**

- 17.1 The obligations of the client under the agreement and/or the general conditions shall be indivisible. When MOUNTAIN GROUP contracts with more than one party, then each of these other parties shall be jointly and severally liable towards MOUNTAIN GROUP for the fulfilment of the obligations any of these parties under or pursuant to the agreement and/or the general conditions and MOUNTAIN GROUP may thus collect the whole from each of them.
- 17.2 MOUNTAIN GROUP shall always be entitled to assign or transfer all its rights under the agreement to third parties and also to create security interests over such rights in favour of a third party. The client shall not be entitled to the said powers unless MOUNTAIN GROUP has given prior written permission for that purpose.
- 17.3 The Lessor has at all times the right to assign the Agreement and/or its rights arising thereunder and/or transfer the ownership of the equipment to third parties or arrange for a third party (the "Assignee") to take the place of the Lessor, without being required to give prior notice to the Lessee. The Lessee declares, now and then, that it agrees to this assignment and/or other transfer. The Lessee will respect the rights of the Assignee. The Lessee acknowledges the Assignee's right to repossess the Object, as owner thereof. In case of default of the Lessor under the finance/lease agreement it entered into with the Assignee, the Assignee will at his sole discretion decide whether or not to enforce such right.

**Article 18 – address**

- 18.1 The client guarantees that MOUNTAIN GROUP has its correct address. The client shall be obliged to communicate any change in these particulars immediately in writing to MOUNTAIN GROUP. The client's last address as stated in writing by the client, shall be deemed to be correct. When any notification is sent MOUNTAIN GROUP may rely on this without any further investigation.
- 18.2 If the client uses or has given several addresses or (also) conducts its correspondence from any other than its stated address MOUNTAIN GROUP may regard each of those addresses as the client's address.

**Article 19 – third-party claim**

All the indemnities and limitations of liability stipulated by MOUNTAIN GROUP shall also be considered to be stipulated for the benefit of its employees and subcontractors.

**Article 20 – miscellaneous**

- 20.1 The provisions in these general conditions shall not affect any right, claim, power, means or defence available to MOUNTAIN GROUP pursuant to any other provision or for any other reason whatsoever.
- 20.2 Every right of suspension, right of set-off and rescission of the client shall be excluded.
- 20.3 MOUNTAIN GROUP may attach conditions of any nature whatsoever to any permissions (possibly) to be given by MOUNTAIN GROUP.

- 20.4 The client shall give all co-operation that is necessary or desired to provide MOUNTAIN GROUP adequate opportunity to fulfil its obligations properly.
- 20.5 If the text of the agreement or of (one of) the general conditions is in another language than the Dutch language and deviates from the Dutch text, then the Dutch text shall prevail.

**Article 21 – applicable law**

These conditions as well as all agreements and all goods and/or services delivered by MOUNTAIN GROUP shall be governed by Dutch law. Applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.

**Article 22 – disputes**

Any disputes that should arise between the parties in connection with goods and/or services delivered by MOUNTAIN GROUP shall be settled by means of arbitration in Rotterdam according to the arbitration rules of the foundation Stichting Transport and Maritime Arbitration Rotterdam Amsterdam (TAMARA). This concerns both claims arising from agreement and from law.

**PART II: additional provisions concerning leasing**

**Article 23 – general**

The provisions included in this part shall only apply to agreements for the leasing of goods by MOUNTAIN GROUP and shall apply together with the provisions of part I of these general conditions. In this part the agreement will be designated as "the lease agreement", the client as "lessee" and the goods as the "leased property".

**Article 24 – rent**

- 24.1 The rent agreed by the parties shall be a net rent. All additional expenses, charges, levies, taxes in the matter or in connection with the lease agreement and/or the leased property (including without limitation, municipal tax, administrative charges, storage charges) and also increases thereof shall be entirely for the lessee's account. MOUNTAIN GROUP shall be entitled to charge them entirely to the lessee in the first invoice or at any other time.
- 24.2 Furthermore the lessee shall bear all costs related to transport, loading, unloading, (dis)assembly, operation, maintenance, tests, auxiliary materials, consumption articles (including refrigerants, lubricants and fuel), as well as the costs with regard to restoring the leased property to its original condition.
- 24.3 Damage and loss of the leased property shall be entirely at the expense and risk of the lessee, who must in that case bear the costs of repair or replacement, except in case of intent or wilful recklessness on the part of MOUNTAIN GROUP itself.
- 24.4 The rent shall be calculated per calendar day, taking into account that part of a calendar day, and also the day of delivery and the day when the goods are returned shall each be considered a whole day.
- 24.5 If goods are leased on the basis of so-called running hours, the rent shall be based on a maximum of 40 running hours a week. For every extra running hour or part thereof a surcharge shall be paid in conformity with the standard rates used by MOUNTAIN GROUP.
- 24.6 The rent shall be due in full and for the whole lease period, even if the lessee has not used or not been able to use the leased property (for instance as a result of damage, defect, loss, delay in transport, loading, unloading, force majeure or otherwise).
- 24.7 With due observance of the provisions set out in article 5 MOUNTAIN GROUP shall always be entitled to send periodical or interim invoices and also to revise the rent annually.
- 24.8 The lessee shall be obliged to provide MOUNTAIN GROUP with due security for the lessee's fulfilment of its obligations under the lease agreement.

**Article 25 – reports / lease period**

- 25.1 When the leased property is delivered ("on hire") and received back ("off hire") by MOUNTAIN GROUP, a status report of the leased property shall be made by or at the request of MOUNTAIN GROUP (delivery report and return report respectively). The costs associated therewith shall be entirely for account of the lessee.

- 25.3 The status report prepared in accordance with article 25.1 shall serve as full and conclusive proof of the condition of the leased property.
- 25.4 If no delivery report is/has been made but the lessee nevertheless desires delivery or does not prevent delivery from happening, the leased property shall be deemed delivered in a good condition and in conformity with the agreement.
- 25.5 If no return report is prepared, the leased property shall be deemed to have been in the condition determined by MOUNTAIN GROUP at the time when it was received back by MOUNTAIN GROUP.
- 25.6 The leased property shall be at the disposal of the lessee and the lease period shall start as soon as the inspection for the delivery report has been completed. Except in the event that a situation as described in article 30.3 occurs, the lease period shall end as soon as the inspection for the return report has been completed.
- 25.7 Unless something else has explicitly been agreed in writing, the lease period shall be at least three months.

**Article 26 – testing**

- 26.1 The lessee shall be entitled to have the leased property tested by an appropriate agency before delivery and also when it is received back by MOUNTAIN GROUP. The costs associated herewith shall be entirely for account of the lessee. The lessee shall inform MOUNTAIN GROUP about the results and conclusions of the test before delivery and also when the property is returned.
- 26.2 Subject to any remarks in the inspection report the leased property shall be deemed to have been delivered in a good condition and in conformity with the agreement, if the lessee does not exercise the right mentioned in paragraph 1 of this Article or the lessee does not inform MOUNTAIN GROUP about the conclusions and results of the test performed before delivery or if the lessee desires delivery or does not prevent this delivery irrespective of the conclusion and results of the test.
- 26.3 The leased property must be tested every 2.5 years by a certified depot. If such a test must be done during the lease period, the lessee shall advise MOUNTAIN GROUP about that well in advance and have the test performed at its expense and risk by a certified depot designated beforehand by MOUNTAIN GROUP.

**Article 27 – use**

- 27.1 During the lease term the leased property shall be at the lessee's expense, risk and responsibility. The lessee shall be liable for all damage and defects caused in that period to the leased property (except for a reduction in value owing to "fair wear and tear") and also for all damage caused in that period by or with the leased property or pursuant to this agreement. Repair, restoration and/or replacement may only be carried out by or with the permission and in conformity with instructions of MOUNTAIN GROUP.
- 27.2 During the lease term the lessee shall maintain the leased property in good condition (in so far as no maintenance obligations for MOUNTAIN GROUP were agreed explicitly and in writing) and shall only use the leased property in conformity with its purpose and actual suitability and in conformity with the rules, prescriptions and recommendations imposed by the competent authorities and MOUNTAIN GROUP. In the event of damage the lessee shall see to repair at its own expense with permission and in conformity with instructions from MOUNTAIN GROUP.
- 27.3 The lessee shall observe the rules and instructions laid down by MOUNTAIN GROUP with regard to the use of the leased property. During the lease period MOUNTAIN GROUP may also lay down or change (further) rules in connection with the use of the leased property.
- 27.4 The lessee shall be obliged to comply with the international Convention for Safe Containers (CSC) in all respects. The lessee shall fulfil the obligations that the owner of the leased property has in connection with inspection and maintenance of the leased property. In the event that the lease period comprises more than 30 months, the lessee shall present proof on MOUNTAIN GROUP's first request that the leased property has been inspected and complies with the then applicable requirements of the CSC. The lessee guarantees that such an inspection is performed in accordance with the regulations of the CSC. When applying the "CSC Safety Approval Plate" in accordance with the CSC the lessee shall only use the "CSC Safety Approval Plates" supplied by MOUNTAIN GROUP and also MOUNTAIN GROUP's logos.
- 27.5 The lessee shall be liable for all the detrimental consequences of not observing the provisions in article 27.2, 27.3 and 27.4..
- 27.6 MOUNTAIN GROUP shall be entitled to suspend performance of its obligations and/or to terminate the lease agreement and all other agreements with the lessee, if it believes that the leased property is being neglected or used without skill, authority, title or not in



- conformity with the agreement and these general conditions. In case of such suspension or termination by MOUNTAIN GROUP, the lessee shall be obliged to return the leased property to MOUNTAIN GROUP on MOUNTAIN GROUP's first request and also compensate all the resulting damage to MOUNTAIN GROUP. At any rate the lessee shall owe MOUNTAIN GROUP all rent instalments not yet due at the time of termination and those which would have become due had MOUNTAIN GROUP not terminated the agreement.
- 27.7 The lessee may not have any alterations made to or on the leased property without MOUNTAIN GROUP's prior written permission.
- 27.8 (Dis)assembly of the leased property may only be effected with MOUNTAIN GROUP's permission.
- 27.9 The lessee guarantees that the leased property is not connected in any way with any movable or immovable property in such a way that accession ("*natrekking*"), confusion ("*vermenging*") or specification ("*zaaksvorming*") may occur or that the leased property may become a component of another good.
- 27.10 MOUNTAIN GROUP shall always be entitled to inspect or have others inspect the leased property. For the purpose of such inspection MOUNTAIN GROUP shall be empowered to (have others) enter all locations. The lessee shall give all co-operation for the purpose of such inspection.
- 27.11 The lessee shall comply with, both in view of the preservation and use of the leased property and with a view to the interests of the parties and third parties, all safety provisions, closures, preventive measures, permits etc., relating to or necessary for the use of the leased property. The costs involved shall be entirely for account of the lessee.
- 27.12 The ownership of the leased property shall be vested in MOUNTAIN GROUP or in a third party having granted the right of use of the leased property to MOUNTAIN GROUP. Lessee acknowledges the the ownership of MOUNTAIN GROUP or such third party. If MOUNTAIN GROUP no longer has the right of use and the leased property is claimed by the third party, the lease shall be terminated immediately by operation of law.
- 27.13 If and in so far as the lessee fulfils its obligations to MOUNTAIN GROUP properly, it may, strictly within the framework of its normal conduct of business, sublease the leased property, provided that it has informed MOUNTAIN GROUP adequately in advance in writing about its business and MOUNTAIN GROUP has not objected. Any subleasing by the lessee shall be done entirely at its risk and shall leave fully intact its obligations and responsibilities in respect of MOUNTAIN GROUP and third parties.
- 27.14 With observance of the provisions in article 27.13 the lessee shall be obliged in the event of subleasing to observe the following conditions:
- the period of subleasing may never be longer than the lease period agreed with MOUNTAIN GROUP;
  - the lessee undertakes to report to any sub-lessee that the lessee has the right of use to the subleased property due to a lease agreement with MOUNTAIN GROUP and that the title to the leased property is vested in MOUNTAIN GROUP or as the case may be in a third party;
  - the lessee undertakes to include in the sublease agreement that the title to the leased property as vested in MOUNTAIN GROUP or in a third party is acknowledged by the sublessee and that the sublease agreement shall be terminated immediately by operation of law if the sublessor no longer has the right of use of the subleased property.
  - the lessee guarantees that MOUNTAIN GROUP's title to the leased property will be respected by everyone;
  - the lessee shall impose on the sub-lessee the obligation to insure the leased property adequately;
  - the lessee guarantees that the sub-lessee will observe all applicable legislation and regulations and shall indemnify MOUNTAIN GROUP from any claim on the subject;
  - in the subleasing agreement the lessee shall prohibit further subleasing;
  - the lessee guarantees that the sub-lessee will return the leased property immediately to MOUNTAIN GROUP if the lease agreement between the lessee and MOUNTAIN GROUP is terminated;
  - the lessee guarantees that the sub-lessee will observe the lease agreement and all the stipulations between the lessee and MOUNTAIN GROUP as if it was a party to this lease agreement itself;
  - the lessee shall be obliged to create a security interest over the rent under the sub-lease for the benefit of MOUNTAIN GROUP on first request.
- 27.15 If third parties wish to exercise rights in respect of the leased property or take measures to do so, the lessee shall inform MOUNTAIN GROUP of this immediately in writing and give those third parties notice of MOUNTAIN GROUP's title. If, except in the event of subleasing in accordance with the conditions as described in article 27.13 and 27.14, the leased

property should be removed from the lessee's control owing to actions of third parties, the lessee shall inform MOUNTAIN GROUP thereof within 24 hours and take the necessary actions against that. For the protection of its rights MOUNTAIN GROUP shall be able to take all the actions deemed necessary by it – when necessary in its opinion in the name of the lessee. The costs of those actions shall be for account of the lessee and will have to be paid to MOUNTAIN GROUP on first request.

**Article 28 – maintenance, repair, replacement, statement**

- 28.1 MOUNTAIN GROUP shall only be subject to those maintenance obligations that it has explicitly undertaken in writing towards the lessee. For the rest all the necessary and/or desired maintenance shall be performed by and for account of the lessee and with observance of MOUNTAIN GROUP's possible instructions, from the time that the leased property is delivered until the time that it is taken back by MOUNTAIN GROUP.
- 28.2 The lessee shall report all breakdowns, defects and damage to and any loss (including misappropriation) of the leased property immediately to MOUNTAIN GROUP, with a statement of the particulars. Following this the lessee shall comply with any following instructions of MOUNTAIN GROUP. If the lessee makes the report orally it shall be obliged to confirm this immediately in writing.
- 28.3 If as a result of damage the leased property is or must be abandoned, removed or left locally as a wreck or otherwise, all the obligations and costs related thereto shall be for account of the lessee. In that case the lessee shall be obliged at its expense to provide MOUNTAIN GROUP with the title to a comparable object that is in a comparable condition.

**Article 29 – insurance, indemnity**

The lessee shall indemnify MOUNTAIN GROUP against all claims of third parties (including without limitation pursuant to section 31 of the Dutch Road Traffic Act) with regard to damage caused by or with the leased property and/or the matters loaded therein and/or by MOUNTAIN GROUP, its employees and/or the persons whom it otherwise uses, except in case of intent or wilful recklessness on the part of MOUNTAIN GROUP itself. The lessee shall also indemnify MOUNTAIN GROUP against all fines and the like that are imposed on MOUNTAIN GROUP owing to any violation of the law or other prescriptions by the lessee, the lessee's employees and/or the persons whom it otherwise uses and/or other persons concerned.

**Article 30 – return**

- 30.1 At the end of the lease period the lessee undertakes to deliver back the leased property to MOUNTAIN GROUP at the agreed location, or at the depot designated by MOUNTAIN GROUP, clean and in the same good condition as at the time of delivery, taking account of normal wear and tear owing to age. All this with observance of article 25.
- 30.2 Everything that has been applied by or by order of the lessee on or to the leased property shall become MOUNTAIN GROUP's property at the time when the leased property is taken back, subject to its right to (have others) remove this at the lessee's expense.
- 30.3 The lessee shall be liable for and shall compensate on first request any damage that MOUNTAIN GROUP suffers because the lessee delivers the leased property back in a lesser condition than this leased property was in at the time of delivery, subject to normal wear and tear. If repair is necessary, the lease period shall be extended for the duration of the repair and the lessee shall be obliged to pay the costs that are made to restore the leased property to the agreed condition. In the period that this work is performed, the lease period shall continue, so that the rent shall also be due for that period. Furthermore the lessee shall be liable for all cleaning expenses if the leased property has not been returned entirely clean.
- 30.4 The lessee shall be liable for loss or destruction of locks, keys, registration certificates or other documents and corresponding trading losses and other losses that MOUNTAIN GROUP should suffer.

**Article 31 – transport**

Transport of the leased property – before, during as well as after the use by lessee under the agreement– shall be entirely at the expense and risk of the lessee. The lessee shall see to sufficient transport insurance, at its expense.

**Article 32 – end of lease agreement**

- 32.1 A lease agreement without a termination scheme shall end by law at the end of the agreed lease period.
- 32.2 A lease agreement with a termination scheme shall end by notice of termination given by one of the parties, with observance of the agreed period of notice. If no period of notice has been agreed in writing, but a notice scheme has been agreed, the period of notice shall be 30 days.
- 32.3 If an initial lease period has been agreed and notice of termination is not given (not in time, by the end of that lease period), the lease agreement shall be extended by operation of the law (each time) for a same period as the initial period.
- 32.4 Notice of termination of the lease agreement must always be given by registered letter (return receipt requested) or through a court bailiff.

**PART III: additional sale conditions**

**Article 33 – general**

The provisions included in this part shall only apply to agreements with regard to the sale of goods by MOUNTAIN GROUP, and apply together with the provisions of part I of these general conditions. In this part the agreement will be referred to as "contract of sale", the client as the "buyer" and the goods as the "sold property".

**Article 34 – condition**

The buyer shall remove all marks, numbers and other identifications and designations of the previous owners/users from the sold property. If MOUNTAIN GROUP undertakes the removal the cost of this shall be entirely for account of the buyer.

**Article 35 – retention of title**

- 35.1 Also after having been made available and/or delivered to the buyer, the sold property shall remain MOUNTAIN GROUP's property as long as the buyer has not fully complied with its obligations pursuant to the contract of sale or for any other reason (including without limitation payment of MOUNTAIN GROUP's possible claims for any shortcoming on the part of the buyer). The above shall apply in full in the event of processing, treatment or assembly of the sold property.
- 35.2 During the period that the ownership of the sold property is still vested in MOUNTAIN GROUP, the buyer shall keep the sold property in custody for MOUNTAIN GROUP and the buyer shall be obliged to keep apart the sold property which has been delivered subject to a retention of title with due care and as recognizable property of MOUNTAIN GROUP.
- 35.3 During the period that the ownership of the sold property is still vested in MOUNTAIN GROUP, in the event that third parties wish to enforce rights or take measures in respect of the sold property, the buyer shall inform MOUNTAIN GROUP thereof immediately in writing and give those third parties written notice of MOUNTAIN GROUP's title immediately. If as a result of measures by third parties the sold property should be removed from the buyer's control, the buyer shall inform MOUNTAIN GROUP of this in writing within 24 hours and take appropriate measures against this. For the protection of its rights MOUNTAIN GROUP shall be entitled to take all measures deemed necessary by it – possibly in the name of the buyer. The costs of those measures shall be for account of the buyer and will have to be paid to MOUNTAIN GROUP on first request.
- 35.4 If, in spite of the above, MOUNTAIN GROUP nevertheless loses the ownership, the buyer shall fully co-operate with the creation of a security right over the sold property for the benefit of MOUNTAIN GROUP. Furthermore the buyer shall fully co-operate in safeguarding MOUNTAIN GROUP's rights and claims and shall bear all costs associated therewith.
- 35.5 Subject to the provisions in article 15 MOUNTAIN GROUP shall be entitled, if the buyer fails to perform any of its obligations of payment in respect of MOUNTAIN GROUP or MOUNTAIN GROUP has good reasons to fear that it will fail in the fulfilment of those obligations, to take back the goods delivered with retention of title without prior notification to the buyer, without prejudice to MOUNTAIN GROUP's right to further compensation and without being required to repay any amount paid by the buyer to MOUNTAIN GROUP up to that moment.
- 35.6 In spite of any retention of title for MOUNTAIN GROUP all risks and responsibility for the sold property shall pass to the buyer at the time of delivery by MOUNTAIN GROUP. The buyer shall indemnify MOUNTAIN GROUP from all claims of third parties.

**Article 36 – (re)sale, leasing, etc.**

- 36.1 Unless the sold property has become its property the buyer shall not be permitted to sell, encumber or lease the sold property, to surrender its use on loan or otherwise (hereinafter jointly called: "resale") without MOUNTAIN GROUP having given its written permission for the purpose.
- 36.2 With observance of the matters provided in article 36.1 the buyer must give a possibly successive buyer notice of a possible retention of title. MOUNTAIN GROUP may attach conditions to an intended resale. For the benefit of MOUNTAIN GROUP the buyer shall create security interests in all claims that the buyer acquires in respect of third parties to which the buyer has resold, leased, loaned or otherwise surrendered the goods or for the benefit of which the buyer has encumbered the sold property.

**Article 37 – transport**

Transport of the sold property shall be at the buyer's expense and risk. The buyer shall furthermore see to an adequate transport insurance at its expense. Availability shall be considered delivery to the buyer.

Company:

Signature:

Name:

Place and Date:

Stamp of the company