

ENGELHART WAREHOUSING'S STANDARD WAREHOUSE TERMS AND CONDITIONS**GENERAL STATEMENT AND DEFINITION**

(a) Any deal confirmation issued by the warehouseman shall be subject to the terms and conditions set out herein. Goods described on a warehouse receipt or stock certificate issued by the warehouseman are stored and handled in accordance with the rates and charges set out in the warehouseman's deal confirmation (and in the absence of a deal confirmation, in accordance with the warehouseman's standard rates and charges sheet as then in effect) and are subject to the terms and conditions set out herein and the Dutch Terms (as defined in (b) below) as amended by Clause 22 and as may be amended from time to time, unless otherwise agreed by the warehouseman. In the event of any inconsistency or conflict between the Dutch Terms and these terms and conditions, the Dutch Terms shall prevail in accordance with Clause 22.

(b) Definitions: The terms "the warehouseman" or "the warehouse company" as used in these terms and conditions, including the limitations of liability herein, specifically refers to Engelhart Warehousing (UK) Limited. ("Engelhart Warehousing") and, where applicable, includes its officers, directors, authorized representatives, employees, subsidiaries, affiliates, agents and subcontractors. The term the "Depositor" as used in these terms and conditions refers to any person with whom the warehouseman has agreed to store or deliver goods or arrange storage or delivery of goods. The phrase "Dutch Terms" as used in these terms and conditions means together (i) The General terms and conditions of the Rotterdam Terminal Operators' Association, filed at the Registry of the District Court of Rotterdam on 2 September 2009 (the "Rotterdam Stevedoring Conditions" and a copy of the Rotterdam Stevedoring Conditions are available at: <http://www.vrto.nl>); (ii) The Dutch Warehousing Conditions, deposited by the FENEX, Netherlands Association for Forwarding and Logistics at the Registry of the District Court in Rotterdam on 15 November 1995 (the "Dutch Warehousing Conditions" and a copy of the Dutch Warehousing Conditions are at: <http://www.fenex.nl>); and (iii) The Dutch Forwarding Conditions - General Conditions of FENEX (Netherlands Association for Forwarding and Logistics), deposited with the Registry of the District Court in Amsterdam, Arnhem, Breda, and Rotterdam on 1 July 2004 (the "Dutch Forwarding Conditions" and a copy of the Dutch Forwarding Conditions are available at: <http://www.fenex.nl>).

1. ACCEPTANCE AND DEAL CONFIRMATION

(a) Acceptance by the warehouseman includes any goods received at or transported to his warehouse facility with this being defined as the buildings, sheds, docks, overhangs, yard space and fenced areas, including vehicles and transportation equipment parked therein, as well as other off site facilities controlled by the warehouse company. Acceptance by the warehouseman is on 30 days term basis, renewable each month by continued mutual agreement, or unless otherwise stated in a deal confirmation (or other written document) signed by an authorized representative of the warehouse company. The party holding the title to the merchandise and/or equipment as indicated declares that piece counts, inventory or equipment received by the warehouseman are on a "vendor's load and count" basis, and acknowledges and stipulates that "contents, quantity, condition (are) unknown" to the warehouseman and that the warehouseman has no knowledge of whether all or any part of the goods are in fact received or conform to the description thereof in terms of marks or labels, or kind, quantity, quality or condition, and thus has no liability for such piece counts, contents, quantity, quality or condition.

(b) A deal confirmation including accessorial charges endorsed on or attached thereto must be accepted in writing by the Depositor within 30 days from the date of issue of the deal confirmation. In the absence of such written acceptance, the act of tendering goods described herein for storage or any other services performed by the warehouseman within 30 days from the date of issue of the deal confirmation shall constitute such acceptance by the Depositor of the terms of the contract and the deal confirmation. No other contract with the warehouseman or offer is valid unless duly signed by an authorized representative of Engelhart Warehousing.

(c) In the event that goods tendered for storage or other services do not conform to the description contained herein or in the deal confirmation, or conforming goods are tendered after 30 days from the date of issue of the deal confirmation without prior written acceptance by the Depositor as provided in Clause 1(b) above, the warehouseman may refuse to accept such goods. If warehouseman accepts such goods, the Depositor agrees to rates and charges as may be assigned and invoiced by the warehouseman and to all terms of the contract and other conditions as notified by the warehouseman.

(d) This contract may be canceled by either party upon 30 days written notice and is canceled if no storage or other services are performed under such contract for a period of 180 days.

2. SHIPPING

The Depositor agrees not to ship goods to the warehouseman as the named consignee. If in violation of this agreement, goods are shipped to warehouseman as "named consignee", the Depositor agrees to notify carrier in writing prior to such shipment, with a copy of such notice to the warehouseman, that the party named as consignee is a warehouseman, and the warehouseman has no beneficial title or interest in such property. The Depositor further agrees to indemnify and hold harmless the warehouseman from any and all charges of any nature, in connection with goods so shipped. The Depositor further agrees that, if it fails to so notify carrier as required by this Clause, the warehouseman shall have the right to refuse any such goods and shall not be liable or responsible for any loss, injury, or damage of any nature to, or related to, such goods. The Depositor agrees that all promises contained in this Clause will be binding on the Depositor's heirs, successors and assigns.

3. TENDER FOR STORAGE

All goods for storage shall be delivered at the warehouse properly marked and packaged for handling. The Depositor shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

4. STORAGE PERIOD AND CHARGES

(a) All charges for storage or per package charges or other agreed unit charges are per month, unless otherwise indicated in the warehouseman's deal confirmation.

(b) Storage charges become applicable upon the date that the warehouseman accepts care, custody and control of the goods, regardless of unloading date or issue of warehouse receipt.

(c) Except as provided in Clause 4(d) below, or otherwise provided in warehouseman's deal confirmation, a full month's storage charge will apply on all goods received after the first of the calendar month; and a full month's storage charge will apply to all goods in storage the first day of the next and succeeding calendar months. All storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the calendar month.

(d) When mutually agreed to by the warehouseman and the Depositor, a storage charge shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding months. All storage charges are due and payable on the first day of the storage month.

(e) No right of setoff or deduction: the Depositor agrees that it will not deduct the cost of any claim, dispute, misunderstanding, retailer chargeback, markdown, price deduction, penalty, fee, interest cost or assessment from the amounts invoiced by the warehouseman to the Depositor for any services provided under any

deal confirmation, proposal or other agreement including but not limited to services provided under these Standard Warehouse Terms and Conditions or related to services under any trucking bill of lading or any other agreement or transportation document.

5. TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS

(a) All instructions to transfer or deliver up goods on the books of the warehouseman are subject to Clause 7(b) below and are not effective until delivered to and accepted in writing by the warehouseman, and all charges up to the time transfer is made are chargeable to the Depositor of record. If a transfer involves rehandling the goods, such will be subject to a charge. When goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.

(b) The warehouseman reserves the right to move, at his expense, 14 days after notice is sent by certified or registered mail to the Depositor of record or to the last known holder of a negotiable warehouse receipt, any goods in storage from the warehouse in which they may be stored to any other of its warehouses; but if such Depositor or holder takes delivery of the goods in lieu of transfer, no storage charge will be made for the current storage month. The warehouseman may, without notice, move goods within or about his warehouses or other off site facilities or utilize trailers or other secure transportation equipment on the warehouseman's property to house the goods.

(c) The warehouseman may, upon written notice to the Depositor of record and any other person known by the warehouseman to claim an interest in the goods, require payment of any charges and the removal of any goods from the warehouse by the end of the next succeeding storage month. Such notice shall be given to the last known place of business or abode of the person to be notified. If goods are not removed before the end of the next succeeding storage month, the warehouseman may sell them in accordance with applicable law.

(d) If the warehouseman in good faith believes that the goods are about to deteriorate or decline in value to less than the amount of warehouseman's right of pledge and right of retention before the end of the next succeeding storage month, the warehouseman may specify in the notification under this Clause any reasonable shorter time for removal of the goods and in case the goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.

(e) If, as a result of a quality or condition of the goods of which the warehouseman had no notice at the time of deposit, the goods are a hazard to other property or to the warehouse, to the warehouse facilities or to persons, the warehouseman may sell the goods at public or private sale without advertisement or posting on reasonable notification to all persons known to claim an interest in the goods. If warehouseman after a reasonable effort is unable to sell the goods he may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale or return of the goods, the warehouseman may remove the goods from the warehouse and shall incur no liability by reason of such removal.

(f) The Depositor declares that the warehouseman has an absolute and unqualified right to require the Depositor to remove its goods from the warehouseman's facilities, at the Depositor's expense; and that the warehouseman has an absolute and unqualified right to exercise the enforcement of a warehouseman's right of pledge and/or right of retention for settlement of all charges, including but not limited to reasonable legal fees incurred by the warehouseman in the exercising of such right of pledge and/or right of retention or eviction. The Depositor shall also hold the warehouseman harmless and release absolutely and forever the warehouseman from any claims, obligations, suits, actions or causes of actions or legal fees incurred by the Depositor, which may arise from the warehouseman exercising such rights and/or from the final disposition of the Depositor's merchandise.

6. HANDLING

(a) The handling charges cover the ordinary labor involved in receiving goods at warehouse door and transferring the goods to their first place of rest in the warehouse and subsequent returning goods to the warehouse door. Additional Handling charges apply for any intermediate movement from the goods' first place of rest in the warehouse for any additional services. Handling In/Out and devanning charges are due and payable on receipt of the goods.

(b) Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge. Additional expenses incurred by the warehouseman in receiving and handling damaged goods, and additional expense in unloading from or loading into cars or other vehicles not at the warehouse door will be charged to the Depositor.

(c) Labor and materials used in loading rail cars or other vehicles are chargeable to the Depositor.

(d) When goods are ordered out in quantities less than in which received, the warehouseman may make an additional charge for each order or each item of an order.

(e) The warehouseman shall not be liable for demurrage, delays in unloading inbound cars, or delays in obtaining and loading cars for outbound shipment unless the warehouseman has failed to exercise reasonable care.

7. DELIVERY REQUIREMENTS

(a) No goods shall be delivered or transferred except upon receipt by the warehouseman of the Depositor's complete written instructions. Written instructions shall include, but are not limited to, Fax, EDI, e-mail or similar communications, provided the warehouseman has no liability when relying on the information contained in the communication as received. However, when no negotiable receipt is outstanding, goods may be delivered (but not transferred) upon instructions by telephone in accordance with a prior written authorization, but the warehouseman shall not be responsible for loss or error occasioned thereby.

(b) The warehouseman will only accept an instruction to transfer or deliver goods where it is accompanied by a written release containing the necessary information to effect the transfer or delivery as required by the warehouseman, and notified to the Depositor or any other person known to the warehouseman to claim an interest in the goods from time to time. When a transfer is effected, the transferred goods shall be stored and handled in accordance with the rates and charges set out in the warehouseman's standard rates and charges sheet as then in effect (copies of which are available on request), unless otherwise agreed by the warehouseman and are subject to the terms and conditions set out herein. The Depositor will indemnify and hold the warehouseman harmless from all loss, cost, penalty and expense (including but not limited to reasonable legal fees) which the warehouseman pays or incurs (including but not limited to in respect of any dispute or litigation whether instituted by the warehouseman or others) as a result of the warehouseman effecting a transfer of goods in accordance with the written instructions and information received from the Depositor. Where goods are transferred in accordance with these terms and conditions, the warehouseman shall issue to the transferee a stock certificate, in a form determined by the warehouseman, confirming the transferee's right to receive, hold and dispose of the goods it covers.

(c) When a negotiable receipt has been issued, no goods covered by that receipt shall be delivered, or transferred on the books of the warehouseman, unless the receipt, properly endorsed, is surrendered for cancellation, or for endorsement of partial delivery thereon. If a negotiable receipt is lost or destroyed, delivery of goods may be made only upon order of a court of competent jurisdiction and the posting of security approved by the court as provided by law.

(d) When goods are ordered out, a reasonable time shall be given to the warehouseman to carry out instructions. If he is unable to do so, or is unable to perform any obligation under a contract, because of any reason beyond the warehouseman's control including but not limited to acts of God, war, work stoppages, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions; or because of loss or destruction of goods or any other excuse provided by

law, the warehouseman shall not be liable for failure to carry out such instructions and the goods remaining in storage will continue to be subject to regular storage charges.

8. EXTRA SERVICES (SPECIAL SERVICES)

- (a) Warehouse labor required for services other than ordinary handling and storage will be charged to the Depositor.
- (b) Special services requested by the Depositor including but not limited to compiling of special stock statements; reporting marked weights, serial numbers or other data from packages; physical check of goods; and handling transit billing will be subject to a charge.
- (c) Dunnage, bracing, packing materials, pallets or other special supplies, may be provided for the Depositor at a charge in addition to the warehouseman's cost.
- (d) By prior arrangement, goods may be received or delivered during other than usual business hours, subject to a charge.
- (e) Communication expenses including but not limited to postage, fax, telegram, e-mail or telephone, will be charged to the Depositor if such concern more than ordinary inventory reporting or if, at the request of the Depositor, communications are made by other than regular Postal Mail.

9. BONDED STORAGE

- (a) A charge in addition to regular rates will be made for merchandise in bond.
- (b) The goods are not necessarily in free circulation and may require customs clearance and payment of duty, value added tax or other local or national taxes to be arranged and paid for by the Depositor before the goods can be removed from the warehouse.

10. LIABILITY

- (a) Goods which are subject to damage through temperature or humidity changes or other causes incident to general storage will be received in general storage only at the Depositor's risk for such damage as might result from general storage conditions.
- (b) The warehouseman and the Depositor mutually agree to furnish each other with waivers of the right of subrogation of their respective insurance carriers of their fire and other coverage policies.
- (c) Electronic Data Interchange ("EDI"), data input and retail compliance services: the warehouseman may provide at a specific charge, some or all software, hardware, data lines and personnel to map and transmit EDI documents, interface shipment data, manually input data, scan and generate retailer specified labels (bar code), engage in UPC numerology record and maintenance and credibility, and other ancillary services (including testing systems interfaces related to shipments of merchandise in an automated environment), and the warehouseman expressly shall not be liable for any loss or injury to goods, transactions, shipment data or business stipulations or the consequences of any contractual sales terms between the Depositor and other third parties including but not limited to retail trading or transportation partners. Neither the warehouseman nor its officers, authorized representatives, subcontractors or agents shall have any liability for any loss, claims or damages, direct, indirect or consequential (including but not limited to lost profits, business interruption, loss of business information, loss of sales or lost business of the Depositor), chargebacks or other retailer penalties, incidental or other damages, arising out of or relating to the warehouseman engaging in EDI, data transmissions, bar code scanning, RFID, labeling or other retail compliance provisions on the Depositor's behalf regardless of whether any claim is based upon warranty, contract or tort. The Depositor shall be liable for any retailer chargebacks, penalties, fees or deductions, as a result of, or consequential to, the warehouseman's efforts to perform said services on behalf of the Depositor, or in the execution of such services.

11. MINIMUM CHARGES

- (a) A minimum handling charge per lot and a minimum storage charge per month will be made. When warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand, or variety will be made.
- (b) A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one Depositor has several accounts, each requiring separate records and billing.

12. LIABILITY AND LIMITATION OF DAMAGES

(a) THE WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO GOODS STORED, HANDLED, TRANSLOADED, STAGED, ASSEMBLED, CRATED, BRACED, TEMPERATURE MAINTAINED AND CONTROLLED, LABELED, PACKAGED, SEALED, OR OTHERWISE SERVICED BY THE WAREHOUSEMAN, HOWEVER CAUSED, UNLESS SUCH LOSS OR INJURY RESULTED FROM THE FAILURE BY THE WAREHOUSEMAN TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES; AND THE WAREHOUSEMAN IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.

(b) GOODS ARE NOT INSURED BY THE WAREHOUSEMAN AGAINST LOSS, DAMAGE, OR INJURY HOWEVER CAUSED.

(c) WAREHOUSE STORAGE CARGO: SUBJECT TO CLAUSES 12(d) AND (k) BELOW, THE WAREHOUSEMAN'S LIABILITY FOR DAMAGES ARE LIMITED TO A MAXIMUM OF FIFTY (50) TIMES THE MONTHLY STORAGE RATE PAID BY THE DEPOSITOR, UNLESS OTHERWISE PROVIDED IN THE WAREHOUSEMAN'S DEAL CONFIRMATION TO THE DEPOSITOR, PROVIDED, HOWEVER THAT SUCH LIABILITY MAY AT THE TIME OF THIS CONTRACT AS PROVIDED IN SECTION 1 BE INCREASED ON PART OR ALL OF THE GOODS HEREUNDER IN WHICH EVENT AN ADDITIONAL MONTHLY CHARGE, AS PROVIDED BY THE WAREHOUSEMAN'S DEAL CONFIRMATION TO THE DEPOSITOR, WILL BE PAID IN ADDITION TO THE REGULAR MONTHLY STORAGE CHARGE.

(d) SUBJECT TO CLAUSE 12(k) BELOW, THE LIABILITY OF THE WAREHOUSEMAN TO THE DEPOSITOR WHETHER UNDER A CONTRACT OR HOWSOEVER ARISING SHALL BE LIMITED TO A MAXIMUM OF US\$50,000 PER ANY ONE EVENT OR SEQUENCE OF EVENTS ARISING FROM ONE AND THE SAME CAUSE REGARDLESS OF THE NUMBER OF WAREHOUSE RECEIPTS OR STOCK CERTIFICATES HELD BY SUCH DEPOSITOR.

(e) CARGO OTHER THAN WAREHOUSE STORAGE: FOR TRANSLOAD, CROSSDOCK, CFS VANNING OR DEVANNING, VEHICLE UNLOADING OR LOADING, BLOCKING AND BRACING, OR OTHER TYPES OF CARGO WHICH MAY OR MAY NOT INCLUDE WAREHOUSE OR DOCK STORAGE, SUBJECT TO CLAUSE 12(d) ABOVE AND CLAUSE 12 (k) BELOW, DAMAGES ARE LIMITED TO A MAXIMUM OF FIFTY (50) PER CENT OF THE APPLICABLE TRANSLOAD OR OTHER SERVICE CHARGE PAID PER PACKAGE OR SHIPPING UNIT, UNLESS OTHERWISE PROVIDED IN THE WAREHOUSEMAN'S DEAL CONFIRMATION TO THE DEPOSITOR.

(f) THE WAREHOUSEMAN ASSUMES NO RISKS OF PRODUCT LIABILITY FOR DEPOSITOR (OR ITS CUSTOMERS) NOR DOES THE WAREHOUSEMAN PROVIDE THE DEPOSITOR WITH PRODUCT LIABILITY INSURANCE. AS THE PRODUCTS, PACKAGING AND MATERIALS UTILIZED ARE ALL OF THE DEPOSITOR'S DESIGN AND SELECTION, THE DEPOSITOR ASSUMES ALL RISKS ASSOCIATED THERETO. THE DEPOSITOR SHALL INDEMNIFY THE

WAREHOUSEMAN AND SAVE AND HOLD THE WAREHOUSEMAN HARMLESS FROM ALL LIABILITY AND CLAIMS, DEMANDS, DAMAGES, AND COSTS OF EVERY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO LEGAL FEES AND COURT COSTS, ARISING OUT OF INJURY TO OR DEATH OF PERSONS, (INCLUDING EMPLOYEES, SUB CONTRACTORS OR AGENTS) AND DAMAGE TO ANY AND ALL PROPERTY INCLUDING LOSS OF USE THEREOF RESULTING FROM OR IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT OR THE PRODUCTS RESULTING THEREOF; EXCEPTING ONLY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE WAREHOUSEMAN; THE DEPOSITOR SHALL, UPON REQUEST OF THE WAREHOUSEMAN, DEFEND AND SATISFY ANY AND ALL SUITS OR JUDGMENTS ARISING FROM WORK PERFORMED OR PRODUCTS RESULTING FROM WORK PERFORMED UNDER THIS CONTRACT INCLUDING ALL THIRD PARTY CLAIMS. THE WAREHOUSEMAN DOES NOT WARRANT THE QUALITY OR INTEGRITY OF COMPONENTS OR PARTS SUPPLIED BY THE DEPOSITOR'S VENDORS OR FACTORIES.

(g) THE WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY REASON BEYOND THE REASONABLE CONTROL OF THE WAREHOUSEMAN, SUCH AS BUT NOT LIMITED TO FIRE, WIND, WATER, SPRINKLER LEAKAGE OR MALFUNCTION, RATS, MICE, VERMIN, LEAKAGE, OR PROVIDENTIAL CAUSES, OR BY ENEMIES OF GOVERNMENT, OR MOBS, OR BREAKABLE GOODS NOT PROPERLY PACKED. THE RESPONSIBILITY OF THE WAREHOUSEMAN IS GOVERNED BY THE LAWS OF SINGAPORE. THE WAREHOUSEMAN WILL ASSUME NO RESPONSIBILITY FOR CONCEALED DAMAGE, LEAKAGE, VARIATIONS IN WEIGHTS, OR FOR LOSS IN WEIGHT BY REASON OF DEFECTIVE OR INSUFFICIENT PACKAGING OR CONTAINERS, OR DELAYS, WHETHER OCCURRING WHILE GOODS ARE IN STORAGE OR ARE BEING HANDLED, NOR FOR FAILURE TO DETECT OR REMEDY SAME, NOR FOR LOSS OR DELAYS CAUSED BY STRIKES OR CIVIL COMMOTIONS INCLUDING WORK STOPPAGES, OR LABOR DISPUTES, OR DEMURRAGE OR DETENTION CHARGES ON EQUIPMENT.

(h) THE WAREHOUSEMAN IS NOT LIABLE FOR LOST SALES, MARKET CONDITIONS, OR OTHER BUSINESS TRENDS OR CONDITIONS, FOR THE QUALITY OR CLEANLINESS OF MERCHANDISE OR PACKAGING OR FOR MISUNDERSTANDINGS OR LACK OF CUSTOMER SERVICE RELATED TO GOODS THAT MAY HAVE BEEN STORED OR HANDLED BY THE WAREHOUSEMAN AND WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS OF PROFIT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. SUBJECT TO CLAUSE 12(k) BELOW, THE DEPOSITOR FURTHER HOLDS THE WAREHOUSEMAN HARMLESS FOR ROUTINGS, SCHEDULING, MISSED DELIVERIES, FREIGHT CHARGES, C.O.D. COLLECTIONS, TRANSPORTATION RELATED CLAIMS AND THEIR PROCESSING, MISDELIVERIES, SHORTAGES AND DAMAGES (CONCEALED OR OTHERWISE) AND THE SOLVENCY AND/OR PERFORMANCE OF CARRIERS AS IT MAY RELATE TO THE PRE-WAREHOUSE OR POST-WAREHOUSE INLAND TRANSPORTATION SERVICES FOR DEPOSITOR'S GOODS, WHICH MAY BE ANCILLARY TO SUCH STORAGE OR HANDLING BY THE WAREHOUSEMAN.

(i) THE WAREHOUSEMAN SHALL BE LIABLE FOR LOSS OF GOODS DUE TO INVENTORY SHORTAGE OR UNEXPLAINED OR MYSTERIOUS DISAPPEARANCE OF GOODS ONLY IF THE DEPOSITOR ESTABLISHED SUCH LOSS OCCURRED BECAUSE OF WAREHOUSEMAN'S FAILURE TO EXERCISE THE CARE REQUIRED OF A WAREHOUSEMAN UNDER CLAUSE 12(a) ABOVE. ANY PRESUMPTION OF CONVERSION IMPOSED BY LAW SHALL NOT APPLY TO SUCH LOSS AND A CLAIM BY THE DEPOSITOR OF CONVERSION MUST BE ESTABLISHED BY AFFIRMATIVE EVIDENCE THAT THE WAREHOUSEMAN CONVERTED THE GOODS TO THE WAREHOUSEMAN'S OWN USE.

(j) THE WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY DUTIES, TAXES, IMPOSTS, LEVIES OR OTHER CHARGES, INCLUDING WITHOUT LIMITATION, SALES, PROPERTY OR INVENTORY TAX ("TAXES") IN RESPECT OF THE GOODS WHATSOEVER THAT MAY BE LEVIED ON THE GOODS WHILE ON THE BOOKS OF THE WAREHOUSEMAN. THE DEPOSITOR SHALL INDEMNIFY THE WAREHOUSEMAN AND SAVE AND HOLD THE WAREHOUSEMAN HARMLESS FROM LIABILITY FOR SUCH TAXES HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO ANY LEGAL FEES AND COURT COSTS IN RESPECT THEREOF.

(k) THE LIMITATION OF LIABILITY PROVISIONS SET OUT IN CLAUSES 12(c) (d) (e) AND (h) SHALL NOT APPLY WHERE THE DAMAGE OR LOSS RESULTED FROM AN ACT OR OMISSION OF THE BOARD OF DIRECTORS OF THE WAREHOUSEMAN AND WHERE: (i) THE BOARD OF DIRECTORS INTENDED TO CAUSE THAT DAMAGE OR LOSS; OR (ii) THE BOARD OF DIRECTORS ACTED (OR OMITTED TO ACT) RECKLESSLY AND WITH THE KNOWLEDGE THAT SUCH DAMAGE OR LOSS WOULD PROBABLY RESULT THEREFROM.

13. NOTICE OF CLAIM AND FILING OF SUIT

(a) Claims by the Depositor and all other persons must be presented in writing to the warehouseman within a reasonable time, and in no event longer than either 60 days after delivery of the goods by the warehouseman or 60 days after the Depositor of record or the last known holder of a negotiable warehouse receipt is notified by the warehouseman that loss or damage to part or all of the goods has occurred, whichever time is shorter.

(b) No action may be maintained (and any right to damages shall expire) by the Depositor or others against the warehouseman for unless a timely written claim has been given as provided in Clause 13(a) and unless such claim is submitted to the competent court either within twelve months after the date of delivery by the warehouseman or within twelve months after the Depositor of record or the last known holder of negotiable warehouse receipt is notified that loss or damage to part or all of the goods has occurred, whichever time is shorter

(c) When goods have not been delivered, notice may be given of known loss or damage to the goods by mailing of a registered or certified letter to the Depositor of record or to the last known holder of a negotiable warehouse receipt. Time limitations for the presentation of a claim in writing and maintenance of an action after notice has been given begins on the date such notice is mailed by the warehouseman.

(d) It is agreed that any controversy or claim arising out of or relating to this contract or the breach thereof shall be submitted to the exclusive jurisdiction of the Court in Rotterdam, the Netherlands.

(e) This contract or any related transaction between the warehouseman and the Depositor or others shall be governed by Dutch law. Except as otherwise provided in Section 5(f), in the event of any suit, action or proceeding arising under this contract commenced by any party hereto in any court of competent jurisdiction, the prevailing party shall be entitled to receive from the other party, in addition to any other relief granted, reasonable legal fees and costs.

14. PER DIEM/LEASE CHASSIS

Any neutral "Pool" chassis leasing charges and/or equipment per diem, detention or demurrage charges assessed, will be for the account of the Depositor, unless specifically authorized in a contract signed by an authorized representative of Engelhart Warehousing.

15. RIGHT TO STORE GOODS; ACCURATE INFORMATION

(a) The Depositor represents and warrants that the Depositor is lawfully possessed of the goods and has the right and authority to store them with the warehouse. The Depositor agrees to indemnify and hold the warehouseman harmless from all loss, cost and expense (including but not limited to reasonable legal fees) which the warehouseman pays or incurs as a result of any dispute or litigation, whether instituted by the warehouseman or others, respecting the Depositor's right, title or interest in the goods. Such amounts shall be charges in relation to the goods and subject to the warehouseman's right of pledge and right of retention.

(b) The Depositor will provide the warehouseman with information concerning the goods which is accurate, complete and sufficient to allow the warehouseman to

comply with all laws and regulations concerning the storage, handling and transporting of the goods. The Depositor will indemnify and hold the warehouseman harmless from all loss, cost, penalty and expense (including but not limited to reasonable legal fees) which the warehouseman pays or incurs as a result of the Depositor failing to fully discharge this obligation.

16. ACCESS TO WAREHOUSES

(a) The warehouseman shall admit the Depositor of record and/or any persons authorized in writing by the Depositor of record to the warehouse in which the goods are stored, subject to the compliance by the Depositor of record (or such person(s) authorized in writing by the Depositor of record) with all formalities set out in these terms and conditions and any other relevant regulations.

(b) Access to the warehouse and information about the goods shall be given only on production of the relevant warehouse receipt or stock certificate. Notwithstanding the aforesaid, the warehouseman shall have the right to allow access to and to furnish information about the goods stored with the warehouseman to any other party should this be necessary in connection with the verification of warehouse receipt or stock certificate by any relevant banking institution or relevant authority.

(c) The following conditions shall be applicable to persons granted admittance to the place of storage by the warehouseman: -

(1) all persons visiting the place of storage including personnel of vessels and vehicles reporting to the warehouse shall observe the warehouseman's regulations;

(2) admittance shall be granted only during normal working hours on five working days' prior notice and under the supervision of the warehouseman;

(3) the cost of attendance during the visit shall be paid forthwith to the warehouseman by the Depositor of record; and

(4) the Depositor of record shall be liable for any damage or injury caused directly or indirectly by any persons who are granted admittance to the place of storage including but not limited to any damage caused to the place of storage, the goods and other goods stored at the place of storage.

17. RIGHT OF PLEDGE AND RIGHT OF RETENTION

The warehouseman has a right of pledge and a right of retention for all lawful charges for storage and preservation of the goods; also for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing, cooping and other charges and expenses in relation to such goods, and for the balance on any other accounts that may be due.

18. DOCUMENTS OF TITLE

Documents of title, including warehouse receipts and stock certificates, may be issued either in physical or electronic form at the option of the warehouseman.

19. ASSIGNMENT AND NOVATION

The warehouseman may assign, novate, transfer or subcontract any or all of its rights and obligations under a contract to any group company which carries on the same business for so long as that company remains a member of the warehouseman's group. The warehouseman shall procure that such assignee: (i) exercises its rights and performs its obligations in accordance with these terms and conditions; and (ii) honors any warehouse receipt or stock certificate issued by the warehouseman prior to the assignment (save that the assignee may, at its discretion, cancel and reissue any such issued warehouse receipt or stock certificate on the assignee's letterhead).

20. COMPLIANCE WITH APPLICABLE LAW

The warehouseman shall comply with the requirements of all anti-corruption laws, sanctions, trade embargoes, export controls, laws, regulations or requirements of any governmental or regulatory authority (the "Laws") applicable to it. The Depositor shall comply with the requirements of all Laws applicable to either it or the warehouseman and shall not cause the warehouseman to be in breach of any such Laws. The Depositor shall indemnify and save and hold the warehouseman harmless from all liability and claims, demands, damages, and costs of every kind that the warehouseman may suffer as a result of the Depositor's failure to comply with this Clause 20.

21. SEVERABILITY AND WAIVER

(a) If any provision of these terms and conditions, or any application thereof, should be construed or held to be void, invalid or unenforceable, the remaining provision of these terms and conditions shall not be affected thereby but shall remain in full force and effect.

(b) The warehouseman's failure to require strict compliance with any provision of these terms and conditions shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of these terms and conditions.

22. DUTCH TERMS

The Dutch Terms shall apply, with the exception of any applicable or governing law clauses and with the exception of disputes or arbitration clauses set out therein, to the services provided by the warehouseman as follows:

(i) When the warehouseman performs stevedoring work; the Rotterdam Stevedoring Conditions shall apply;

(ii) warehousing, storage, handling and delivery of the goods; the Dutch Warehousing Conditions shall apply;

(iii) When the warehouseman performs forwarding work; the Dutch Forwarding Conditions shall apply,

and where two or more sets of the Dutch Terms apply to one type of performance, the Dutch Term which is mentioned first in the above listing shall prevail.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THIS CONTRACT

Nothing entered hereon shall be construed to extend the warehouseman's liability beyond the standard of care specified in Clauses 10 and 12 above.