

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR HTC TANK CLEANING AND RELATED SERVICES

1. General.

1.1. For the purposes of these general terms and conditions, "HTC" refers to one of the companies listed below that belongs to the HTC group and provides tank cleaning services and related services on behalf of the client-principal. Related services include, among other things, container services (delivery, placement, and storage of containers in connection with tank cleaning activities, steaming and heating of loaded containers and tanks):

- HTC Columbus NV, registered under company number BE0475.329.989 and with its registered office at 2030 Antwerp, Scheldelaan kaai 373
- HTCTC NV, registered under company number BE0458.569.973 and with its registered office at 2000 Antwerp, Tabaksvest 81 (Moerbroek 10 branch, 2270 Herenthout)
- HTC Seneffe NV, registered under company number BE0434.558.911 and with its registered office at 7170 Manage, Chaussée de Nivelles
- HTC Haven Noord NV, registered under company number BE0795.914.593 and with its registered office at 2040 Antwerp, Nieuwe Westweg 15.
- HTC ECLA, registered under company number BE0466138844 and having its registered office at 118 Rue de l'Aéroport, 4460 Grâce-Hollogne.

1.2. The services provided by HTC as ordered by the client, as well as all quotations, invoices, and other documents issued by HTC and agreements entered into with HTC, are subject to these general terms and conditions.

These can also be viewed on HTC's website: www.htctc.com.

The customer-client is deemed to have accepted these general terms and conditions by the mere fact of placing an order. Any general terms and conditions of the customer-client, regardless of their name, that deviate from HTC's general terms and conditions are not applicable and cannot be enforced against HTC, unless HTC has expressly accepted them in writing prior to the conclusion of any contract.

1.3. The invalidity or unenforceability of any one provision of these general terms and conditions shall not affect the validity and enforceability of the remaining provisions.



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14. To the extent that these general terms and conditions are also drafted in a language other than Dutch, the Dutch text shall always prevail in the event of any discrepancies.

2. Services provided by HTC.

- 2.1. The services provided by HTC consist of tank cleaning services and related services. These are subject to the general tank cleaning terms and conditions of CTC, the Belgian Professional Federation of Tank Cleaners (non-profit association). These can be found on our website www.htctc.com as well as on www.ctc-belgium.be. These general tank cleaning terms and conditions of CTC are supplementary to the present general terms and conditions of HTC, which, in the event of a conflict between the two, take precedence over the general tank cleaning terms and conditions of CTC.
- 2.2. As a service provider, HTC undertakes to perform these services with reasonable care and professional competence.
- 2.3. HTC performs cleaning services for its clients within a reasonable timeframe and does so according to the FIFO (first in, first out) principle. Any delay in the performance of the cleaning work shall not give rise to any claim for damages against HTC.
- 2.4. HTC will take all reasonable precautions, where necessary, to ensure the temporary safe storage of the goods entrusted to it by client-customers for cleaning, pending the completion of the cleaning process and pending the client-customer's collection of the cleaned goods.

With regard to containers to be cleaned, HTC will stack them on its premises where necessary and will do so as follows: a maximum stack height of 7 containers.

Under no circumstances shall HTC be held liable for theft, loss, or damage to goods entrusted to it by the client, including but not limited to damage caused by strong winds, natural phenomena, etc., unless it is proven that HTC acted with intent in this regard.



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- 2.5. In any case, HTC's contractual liability for negligent or improper performance of services is limited to the value of the services rendered, being the amount of the corresponding invoice issued by HTC to the client. Any liability of HTC for the proper performance of the work it has performed ends in any case upon delivery to the client. A delivery as referred to above is deemed to have taken place when the cleaned item leaves HTC's premises.

Liability for damages other than contractual damages arising from the provision of services by HTC is limited to the insured amount for bodily injury and property damage. HTC undertakes to maintain civil liability insurance at all times with an insurance company recognized in Belgium. The client may, if desired, request proof of such insurance from HTC.

HTC shall in no event be liable for any failure to perform, or any delay or incomplete performance of any agreement with the client, if such failure is caused by force majeure, including but not limited to labor disputes, fire, mobilization, seizure, embargo, war, insurrection, shortage of transportation, scarcity of raw materials, exceptional weather conditions, or restrictions on energy use.

- 2.6. The client must collect the cleaned goods after cleaning. As long as the goods to be cleaned or the cleaned goods are located on HTC's premises, the client owes HTC a storage fee.
- 2.7. HTC is not liable for any damages, however caused, unless resulting from its intentional misconduct or negligence of a comparable nature.
- 2.8. All advice, actions, and services provided by HTC and its agents are provided at the sole expense, risk, and responsibility of the client. The client is solely responsible for the information provided to HTC in connection with the cleaning order and registration form. In the event of a discrepancy between the cleaning order and the registration form, the registration form shall prevail.
- 2.9. The Client is liable for all damage caused by the goods to be cleaned and those that have been cleaned, as well as by the persons and vehicles associated with them, during their presence on HTC's premises, and the Client shall indemnify HTC against any claims from third parties in this regard.



3. Prices - Billing and Payment.

- 3.1. All prices quoted by HTC are net prices, excluding VAT and any other taxes or levies of any kind that may be imposed by a government. Such taxes and levies are always the responsibility of the client. Bank charges and other costs resulting from, for example, exchange rate fluctuations, international transfers, etc., are also the responsibility of the client.
- 3.2. Unless expressly agreed otherwise in writing, all invoices from HTC are payable in cash at its respective registered office.
- 3.3. The client is not entitled to set off any claims it may have against HTC against outstanding claims or invoices from HTC against the client.
- 3.4. In the event of non-payment or late payment on the due date, interest shall be due by operation of law and without prior notice of default at a rate of 1% per month, calculated from the due date of the invoice, as well as reimbursement of all resulting costs, which are set at a flat rate of at least 10% of the outstanding invoice amount, with a minimum of €40, without prejudice to the right to full compensation.
- 3.5. Failure to pay an invoice by its due date shall result in all other invoices issued by HTC to the client-principal that have not yet become due becoming immediately due and payable.
- 3.6. Complaints regarding invoices from HTC must be fully substantiated and submitted in writing to HTC within 8 days of the invoice date. No complaints will be accepted after this period.
- 3.7. HTC also reserves the right to suspend further services and to refuse to release goods entrusted by the client in connection with the services provided if the client fails to comply with the agreed payment terms.

4. Complaints - Liability and Statute of Limitations

- 4.1 Unless otherwise provided by law, the Service Provider is only liable for gross and intentional errors committed in the context of the Services. Its liability is limited to:
 - a) the amount paid out by its liability insurance, if applicable; The Service Provider undertakes to insure its civil liability at all times, as a prudent businessperson in the same sector would, with an insurance company recognized within the EU. The Client may request a certificate of insurance from the Service Provider upon first request;



- b) If the Service Provider's liability insurance does not provide coverage for any reason, the Service Provider's liability is limited to the amount of the Service, as stated in the quotation or the invoice if it concerns a one-time service, with a maximum of EUR 25,000.00. In the event that the Service involves multiple consecutive services and/or extends over a longer period, the Service Provider's liability is limited to the amount invoiced to the Client in connection with the performance of this Service during a twelve-month period preceding the event giving rise to the damage, also with a maximum of EUR 25,000.00

The Client shall indemnify the Service Provider and its employees against all claims arising from or related to the performance or non-performance of the agreement.

- 4.2 Except in cases of intent or fraud, the Service Provider shall not be liable for business interruption, material or immaterial consequential damages, or indirect damages, and thus excluding indirect costs, lost profits, lost revenue, lost opportunities, reduction in goodwill, etc.
- 4.3 The Service Provider shall not be liable in the event of, among other things, theft involving forced entry and/or violence, fire, explosion, lightning, aircraft impact, water damage, inherent defects in the Provisions and Ship's Supplies and their packaging, and latent defects, demurrage and detention charges, and Force Majeure.
- 4.4 The Client shall obtain adequate insurance coverage, at a minimum against fire, lightning, explosion, aircraft impact, storm damage, water damage, flooding, and theft. In such cases, the Client and its insurer shall waive any right of recourse against the Service Provider and all third parties.
- 4.5 To the extent permitted by law, the Client waives the right to bring a direct liability claim against employees of the Service Provider as well as against the directors who are members of the Service Provider's governing body.

With the exception of intentional or grossly negligent errors, which are excluded from the coverage of the professional liability insurer, the statutory provisions regarding non-contractual liability for damages caused by failure to perform the assignment do not apply between the parties. This exclusion of the applicability of the statutory provisions regarding non-contractual liability may also be invoked by the auxiliary persons engaged by the service provider.



- 4.6 The Service Provider shall not be liable for any damage suffered by third parties, including the Client's employees as well as persons under the Client's care who have suffered a loss in connection with the performance of the Agreement, unless such damage is a direct result of the Service Provider's willful misconduct, gross negligence, or that of its agents, except in cases of force majeure, for the failure to perform the essential obligations that constitute the subject matter of the Agreement.
- 4.7 The Client is liable for all costs and damages resulting from a failure to fulfill its obligations, as well as in the event that the service cannot be provided at the agreed time, including, but not limited to, costs for a fruitless attempt to provide the service and waiting costs.
- 4.8 All complaints by the Client regarding the performance of the Services must, on pain of forfeiture, be reported to the Service Provider in writing by certified mail within 7 (seven) Business Days after the Client has discovered or could reasonably have discovered an alleged deficiency. Such a notification does not suspend the Client's payment obligation. After this period, the Client is deemed to have accepted the goods or services and waives any right to claim.
- 4.9 Notwithstanding Article 8.8, all claims arising from the Agreement and these General Terms and Conditions shall be barred by the statute of limitations one year after the day following the date on which the Client or Service Provider becomes aware, or should reasonably have become aware, of the fact or event giving rise to the claim.

5. Governing Law and Jurisdiction.

All agreements between the customer and HTC, as well as any disputes arising therefrom, shall be governed by Belgian law. The courts of the District of Antwerp, Antwerp Division, shall have exclusive jurisdiction over any disputes between the parties.



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