



## **General Terms and Conditions of RMI**

### **Article 1 General provisions**

- 1.1 These general terms and conditions, hereinafter: the “RMI Conditions”, apply to any and all offers and order confirmations submitted by RMI, services or activities performed by RMI, and/or any agreement concluded by RMI with a Customer (hereinafter: the “Agreement”). If an Agreement has been concluded to which the RMI Conditions apply, these conditions also apply to any subsequent offers, order confirmations and agreements concluded with the same Customer.
- 1.2 “RMI” shall include:
- R.M.I. Chemical Logistics B.V.;
  - R.T.E. Logistics B.V.;
  - R.M.I. Logistic Management B.V.;
  - all companies doing business under the name of RMI GLOBAL LOGISTIC SERVICES; and
  - all other companies that are members of the RMI Group, including the enterprises affiliated and/or associated with these companies, both in the Netherlands and abroad.
- “Customer” has the meaning of the party giving the order to carry out activities and/or the party entering into an Agreement with RMI, including the group companies of this party or entities otherwise affiliated with this party.
- 1.3 All RMI's offers are non-binding and may be revoked without any formal requirement, even after their acceptance by the Customer. Revocation after the Customer's acceptance shall be made immediately.
- 1.4 Any amendment or supplementation of the Agreement shall only be binding after the written confirmation of RMI.
- 1.5 In the event of discrepancies between any provisions of the RMI Conditions on the one hand and any provisions in any other general terms and conditions or agreement that is declared to be applicable specifically to the action at hand by an RMI-entity on the other hand, the last-mentioned specific conditions shall prevail.
- 1.6 The applicability of other terms and conditions, including the general terms and conditions used by the Customer, are explicitly rejected, unless these conditions have been explicitly accepted by RMI in writing.
- 1.7 If a provision or part thereof of the RMI Conditions is null and void or nullifiable, this will not have an effect on the validity of the other provisions or parts thereof.

### **Article 2 Applicable conditions and regimes**

- 2.1 In addition to the RMI Conditions, the regimes referred to in this article at a. through i. apply to the activities specified therein, if and in so far as RMI actually carries out those activities. The regime pertaining to the most relevant activity of RMI for (potential) liability applies to the (potential) liability of RMI. The conventions referred to in this article a. through d. are hereby declared to apply and these conventions also form an integral part of the RMI Conditions. The general terms and conditions referred to in this article e. through h. are attached to the RMI Conditions as an appendix and form an integral part thereof. The following regimes and conditions apply to the activities at hand:
- a National and international carriage by road: the provisions of the Convention on



the Contract for the International Carriage of Goods by Road done at Geneva on the 19th of May 1956 as amended by the Protocol done at Geneva on the 5th of July 1978 (CMR);

- b National and international barge services: the provisions of the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway (CMNI);
  - c National and international carriage by sea: the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924, as amended by the Protocol signed at Brussels on 23rd February 1968 and by the SDR Protocol of 21st December 1979 (HVR) on the understand that any liability of RMI for damage caused prior to the loading and after the unloading of the goods from the ship is excluded;
  - d National and international carriage by rail: the provisions of the Convention concerning International Carriage by Rail (COTIF) and the Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM);
  - e Terminal activities: the provisions of the Rotterdam Stevedoring Conditions 1976;
  - f Forwarding and customs broker activities: the provisions of the Dutch Forwarding Conditions (FENEX, Netherlands Association for Forwarding and Logistics, 2018);
  - g Warehousing activities: for the storage in tank units (including, but not limited to chemicals whether in solid, liquid or gas form): the provisions of the General Terms and Conditions for Tank Storage in the Netherlands (VOTOB, 2014) and for any other storage: the provisions of the Dutch Warehousing Conditions (FENEX, 1995). Warehousing activities shall include any warehousing (storage) for longer than 24 hours and shall include warehousing in the Netherlands and/or abroad;
  - h All other activities: the provisions of these RMI Conditions.
- 2.2 In the event that the possible liability of RMI could relate to several activities or if in any other way there is uncertainty about the specific activity that could relate to the liability at hand, it is at RMI's discretion to determine which of the above-mentioned regimes or general terms and conditions apply, except for any mandatorily applicable laws and conventions. RMI shall inform the Customer swiftly about its choice of the applicable regime or general terms and conditions.
- 2.3 In the event of any conflict between a provision in the RMI Conditions and a provision in any of the aforementioned regimes or conditions, including, but not limited to provisions in respect of the competent court, the provisions in the RMI Conditions shall prevail, in so far as the provisions in the applicable regime does not apply mandatorily.
- 2.4 In the event that a transport document such as a Bill of Lading or a waybill has been issued for the purpose of the carriage of goods by a carrier, RMI shall enjoy the same protection as the carrier and shall be entitled to the same exclusions, exemptions and limitations of liability as applicable to the carrier under the terms and conditions applicable to the transport document, in case the Customer institutes a claim against RMI.

### **Article 3 Performance of the Agreement**

- 3.1 RMI shall be free in the manner of performance of the Agreement, unless RMI has accepted specific instructions from the Customer. In so far as possible, the Customer's wishes in connection with the time or duration of the performance shall be taken into account, but no guarantee shall be given by RMI.



- 3.2 In the event of temporary Force majeure, the Agreement shall remain in force but RMI's obligations shall be suspended for the duration of the Force majeure circumstance, without prejudice to RMI's right to dissolve the Agreement and to charge the Customer for the work that has already been done. All the costs that arise as a result of the Force majeure shall be for the Customer's account. "Force majeure" has the meaning of circumstances preventing RMI, its employees, its auxiliary persons or any other third party engaged by RMI to perform, which circumstances they could not have avoided or the consequences of same were unavoidable for them. Force majeure circumstances shall include, but shall not be limited to, heavy weather, perils of the sea, issued sea protests, war, war threat, riot, uproar, natural disasters, nuclear disasters, terrorist activities or attacks, fire, technical problems to means of transport, closure or blockades (temporary or permanently) of ports, roads, inland waterways or railway lines, shunting areas, yards or terminals, strikes or similar labor actions, people trying to gain or having gained access to means of transport, containers or tank units, cyberattacks and cybercrime, the consequences of epidemic or pandemic and quarantine, lockdowns and any other government measures resulting therefrom, acts and/or delays of third parties engaged by RMI, unsuitability of goods that RMI uses for the performance of the Agreement, breakdown of machines and/or tools, and any measures, restrictions or prohibitions imposed by any authorities.
- 3.3 Unless otherwise has been explicitly agreed between RMI and the Customer in writing, RMI is entitled to make use of third parties for the performance of the Agreement and any other activities for the Customer. Any auxiliary persons, subcontractors, agents, representatives, employees or others who have received an order from or who have been appointed or engaged by RMI, shall each separately enjoy the same protection and shall be entitled to the same exclusions, exemptions and limitations of liability as applicable to RMI under these RMI Conditions and under the Agreement. In that event, any reference to "RMI" in these RMI Conditions shall include a reference to such auxiliary persons, subcontractors, agents, representatives, employees or other persons.
- 3.4 Only after the Customer's explicit written order that has been accepted by RMI, RMI shall take out insurance for the benefit of the Customer. The insurance is at the expense and for the account of the Customer. The risks to be insured must be clearly stated by the Customer. RMI shall not be responsible for the choice of the insurer and its solvency.

#### **Article 4 Obligations and liability of the Customer**

- 4.1 The Customer shall at all times be obliged to:
- a. ensure that the goods are available at the agreed place and time;
  - b. to timely provide RMI with all information about the goods and also about the method of transport, handling and/or heating of which the Customer knows or should know that they are important to RMI and the Customer shall guarantee the completeness and correctness of this information;
  - c. to guarantee the due presence of the documents that are necessary for the performance of the Agreement, except in so far as it was agreed in writing that RMI shall arrange these documents;
  - d. to timely submit to RMI any information and data which is required or prescribed by any regulations or authorities;
  - e. to promptly and timely follow any instructions given to him by RMI, its employees



or auxiliary persons; and

- f. to ensure that the goods, taking into consideration the nature of the goods and the intended method of transport and handling, are properly and adequately stuffed and packed.
- 4.2 In the event hazardous substances (dangerous goods) are involved, the Customer shall provide RMI with all the necessary instructions and documents in conformity with all applicable regulations, including – but not limited to – the IMDG Code, AND, ADR and RID. The Customer shall provide tank units with the correct labels and any other information required. Dangerous goods entrusted to RMI by the Customer may be unloaded, destroyed or otherwise rendered harmless by RMI at any time at any place at the expense and risk of the Customer. The Customer is liable for any damage or loss incurred by RMI, its employees, auxiliary persons or other third parties caused by the dangerous goods during activities performed by RMI.
  - 4.3 If the goods are to be loaded from a storage tank, the Customer must ensure that the goods have been inspected prior to loading. Any defects to the goods caused prior to the loading or after unloading of the goods shall be at the expense and risk of the Customer.
  - 4.4 In the event that goods that require refrigeration or heating are involved, the Customer shall promptly provide RMI with all the necessary instructions and documents such as notice of the nature of the goods and the particular temperature range to be maintained.
  - 4.5 In the event of heating activities (i.e. keeping or bringing goods and tank containers up to a temperature indicated by the Customer by means of connecting steam, hot water or electricity), the Customer is obliged to provide the goods in properly sealed equipment. The load factor must leave sufficient room for the expansion of the goods and/or pressure build-up as a result of the heating up, in terms of which the statutory provisions applicable to load factor shall, in any event, never be exceeded. The Customer shall ensure the presence of properly functioning appendages, including a properly functioning temperature gauge and heating system. The temperature gauge must be placed in such a position that the temperature or liquid can be measured regardless of the level of liquid. RMI is not obliged to check the internal condition of the material nor the quality of the goods.
  - 4.6 Any costs incurred by RMI in respect of an urgent maintenance work on equipment presented for heating or maintaining a specific temperature will be for the account of the Customer.
  - 4.7 Unless otherwise has explicitly been agreed in writing, the loading and/or unloading of the goods inside or on the tank unit, container, or any similar article of transport, shall be at the expense and risk of the Customer, irrespective of any involvement of RMI or any of its employees or third parties engaged by RMI during loading and/or unloading. Any remarks and/or notes about the nature, quantity, quality or weight shall not be binding upon RMI. In case of goods that require refrigeration or heating, the Customer ensures that the goods have been properly packed to the correct temperature and that thermostatic controls have been properly set before the goods are taken over by RMI.
  - 4.8 The Customer is obliged to indemnify RMI with respect to any and all costs, liabilities, fines, payments, import/export and other duties, toll charges, customs levies, taxes, damage, loss or (third party) claims suffered, incurred by or imposed on RMI, its employees or auxiliary persons in connection with the activities carried out, for whatever reason, including – but not limited to – demurrage or detention costs, unsuitable



containers, tank units or other type of packing, information or data incorrectly passed on by the Customer to RMI, damage caused by the goods or other property of the Customer or by cargo residues, whether or not visible, in any container or tank units, including any radiation and gases, and irrespective of whether such claim is the result of a fault in the performance on the part of RMI, its employees or auxiliary persons, unless the Customer proves that such damage, loss or claim is a direct result of willful intent or deliberate recklessness on the part of RMI and/or its management.

- 4.9 The Customer is obliged to indemnify RMI for any claim submitted by a third party to RMI in connection with the Agreement, in so far as the claim exceeds the limited liability of RMI under the RMI Conditions, including the applicable liability regimes as referred to therein.

#### **Article 5 Liability of RMI**

- 5.1 In so far as no other liability regime applies pursuant to article 2 of these RMI Conditions, including the general terms and conditions mentioned therein, the liability of RMI towards the Customer is limited to EUR 10,000.- for each incident or series of incidents resulting from the same cause, up to a maximum aggregate amount of EUR 50,000.- for each Customer per calendar year, unless the Customer proves that the damage or loss was the result of willful intent or deliberate recklessness on the part of RMI and/or its management.
- 5.2 Unless the Customer proves that the damage or loss was the result of willful intent or deliberate recklessness on the part of RMI and/or its management, RMI shall never be liable for:
- a. any consequential and/or indirect damage (including, but not limited to lost profit, damage or loss a result of delay, return transport costs, product recalls, or demurrage and detention costs);
  - b. any immaterial damage; and
  - c. any damage or loss resulting from Force majeure circumstances.
- 5.3 The period of liability of RMI commences at the time that RMI, its employee or auxiliary person becomes in effective control of the goods and ends at the time that RMI, its employee or auxiliary person loses the actual effective control of the goods.
- 5.4 In the event of any alleged damage to the goods for example due to any non-compliance by RMI, its employees or auxiliary persons with the Customer's temperature instructions, RMI shall only be liable – subject to the other liability provisions in these RMI Conditions and/any other regime or conditions as referred to in article 2 – in case the Customer proves that there is a substantial change in the physical condition of the goods and that such damage actually results from the failure by RMI, its employees or its auxiliary persons.
- 5.5 The Customer warrants to duly check the condition of the goods at delivery together with RMI or its auxiliary person or any other third party engaged by RMI. The fact of taking delivery of the goods shall be prima facie evidence that the Customer has received the goods in the condition described in the transport document or on the delivery note, unless notice of loss or damage and the general nature of such loss or damage is given in writing to RMI not later than within 24 hours after delivery in case of apparent loss or damage, or within seven (7) days of delivery in case of loss or damage which is not apparent.
- 5.6 RMI shall not be liable for claims in respect of or relating to general average, including, but not limited to recovery claims from the Customer or any third party. If for any reason a liability for general average arises in connection with the goods, the Customer shall promptly provide security to RMI or to any other party designated by RMI. The Customer



shall ensure that it has and maintains sufficient insurance for general average.

- 5.7 All claims of the Customer against RMI shall lapse by the mere expiry of a period of 12 months, unless RMI and the Customer have agreed in writing on an extension of the time limit. The aforementioned period commences on: i) in the event of a total loss or damage to the goods, the day on which the goods will be or should have been delivered by RMI or ii) in case of all other claims, the day on which the claim becomes due and payable.

#### **Article 6 Offers**

- 6.1 Offers and quotations made in oral form are non-binding. Written offers and quotations only apply during the period specified in the submitted offer or quotation.
- 6.2 Offers submitted by RMI will only be binding if the Customer has signed the most recent submitted offer by providing his name, signature and company stamp and after returning such signed offer to RMI. Offers submitted earlier are automatically cancelled and until that time the offer submitted earlier applies, if applicable.
- 6.3 If, after acceptance of the offer or quotation submitted by RMI, it takes longer than three months before an agreement is performed, RMI will be entitled to pass on to the Customer the price and rate changes which have taken place in the meantime.
- 6.4 Turnover tax and other levies and taxes will only be included in the prices quoted by RMI if this is expressly mentioned. Nevertheless, RMI is entitled to pass on to the Customer all levies and taxes relating to the Agreement.
- 6.5 All claims of the Customer against RMI shall lapse by the mere expiry of a period of 12 months, unless RMI and the Customer have agreed in writing on an extension of the time limit. The aforementioned period commences on: i) in the event of a total loss or damage to the goods, the day on which the goods will be or should have been delivered by RMI or ii) in case of all other claims, the day on which the claim becomes due and payable.

#### **Article 7 Payment and default**

- 7.1 Unless otherwise agreed in writing, payment must be made by the Customer into RMI's bank account within the payment term as mentioned on the invoice.
- 7.2 The Customer is not entitled to suspend or set off any payments.
- 7.3 If the Customer fails to pay the invoice within the period mentioned in paragraph 1 of this article, the Customer is in default without any notice of default being required to be sent. From that moment, the Customer owes to RMI an interest of 1.5% a month on the amount due, to be calculated as from the invoice date, as well as extrajudicial collection costs and legal costs actually incurred by RMI. The extrajudicial collection costs shall be fixed at 15% of the principal amount with a minimum of EUR 250.-.
- 7.4 As soon as the Customer is in default with its payment obligations towards RMI, RMI is entitled to suspend its obligations towards the Customer, until the Customer has complied with all its obligations towards RMI, or has provided sufficient security for the compliance with its obligations.
- 7.5 If the Customer remains in default towards RMI during thirty (30) days, RMI is entitled to terminate any and all agreements concluded with the Customer by merely giving notice in writing, without prejudice to RMI's right to demand payment for the activities already carried out by RMI, as well as compensation for damage or loss due to non-compliance in other respects.



- 7.6 In the event of liquidation or suspension of payment of the Customer, or an attachment of a substantial part of the Customer's assets, RMI's invoices will be immediately due and payable and all the concluded Agreements may be terminated without Court intervention, at RMI's discretion.

#### **Article 8 Security**

- 8.1 If upon payment a dispute arises about the amount due or if for the determination of this amount a calculation is necessary which cannot be made on short notice, the Customer is obliged at RMI's request to pay without delay the part of the amount being due and payable on which the parties have reached agreement and to provide security for the payment of the contested part or of that part of the amount which has not been determined yet, all this at RMI's option.
- 8.2 Upon first demand by RMI, the Customer will provide security for costs paid or to be paid by RMI to third parties or government bodies and for other costs, which RMI incurs or may incur for the Customer, including freight charges, port charges, entitlements, levies and premiums.

#### **Article 9 Right of retention and pledge**

- 9.1 RMI is entitled to refuse to hand over any goods, objects, documents and monies, which RMI holds or will hold for whatever reason and with whatever destination, in respect of any party or person.
- 9.2 RMI has a right of retention in respect of any and all goods, objects, documents and monies, which RMI holds or will hold for whatever reason and with whatever destination, for all claims RMI has or might have in the future against the Customer and/or the owner, also in respect of claims that do not relate to the goods, objects, documents or monies.
- 9.3 RMI has a right of pledge on all goods, objects, documents and monies, which RMI holds or will hold for whatever reason and with whatever destination, for all claims which RMI has or might have in the future against the Customer and/or the owner.
- 9.4 RMI may also exercise the right of retention and the right of pledge referred to in this article for the amount the Customer still owes to RMI in relation to previous orders or agreements.
- 9.5 The sale of goods, objects or documents in respect of which RMI exercises a right of retention or a right of pledge will take place at the Customer's expense in the manner prescribed by law or privately if there is consensus.
- 9.6 The Customer shall not be entitled to exercise a right of retention or pledge.

#### **Article 10 Confidentiality and Code of Conduct**

- 10.1 The Customer is obliged to keep confidential any and all data, information and documents relating to the Agreement or by reason of the activities to be carried out by RMI which it will come to have in its possession, except and in so far as there exists a statutory obligation to disclose, and in this respect, the Customer shall comply with all the applicable regulations and privacy legislation.
- 10.2 The Customer is obliged to indemnify and compensate RMI with respect to any and all costs, liabilities, fines, payments or other costs incurred by or imposed on RMI, its employees or auxiliary persons, as a result of a breach of the obligations arising from paragraph 1 of this article.
- 10.3 The Customer shall at all times comply with the rules in RMI's Code of Conduct, available



upon request.

**Article 11 Applicable law and competent court**

- 11.1 The laws of the Netherlands apply to all legal relationships between RMI and the Customer, as well as to the RMI Conditions.
- 11.2 Any dispute howsoever arising from or in connection with Agreements or offers to which the RMI Conditions apply, shall be exclusively brought before the competent court in Rotterdam, the Netherlands.
- 11.3 If mandatory law should preclude the exclusive nature of the jurisdiction clause of paragraph 2 of this article, this jurisdiction clause will confer additional jurisdiction on the court referred to hereinabove.