

## General Terms and Conditions Dunk Tank Cleaning Services B.V.

### Article 1. Applicability.

#### 1. Dunk Tank Cleaning Services B.V.

These are the General Terms and Conditions of the private company with limited liability Dunk Tank Cleaning Services B.V., located in Rotterdam, filed with the Chamber of Commerce in Rotterdam. Dunk Tank Cleaning Services B.V. provides staff and equipment for the cleaning of permanent installations and ships used for the loading and unloading of edible oils and liquids in the broadest sense of the word, the cleaning of heating oil tanks, as well as the handling of liquid and/or solid cargo residues under the following conditions.

Understandings or agreements with members of the staff of Dunk Tank Cleaning Services B.V. are not legally binding to Dunk Tank Cleaning Services B.V. if not confirmed in writing by the Board of DTCS. Members of staff in this context are all employees that are not part of the Board of DTCS.

#### 2. Client:

The natural or legal person for whom work is carried out based on the following conditions.

### Article 2. General.

1. The applicability of General Terms and Conditions used by the Client is explicitly rejected.
2. These General Terms and Conditions apply to all legal relationships between Dunk Tank Cleaning Services B.V. and the Client.
3. These General Terms and Conditions may only be waived in writing.

### Article 3. Agreement.

1. If the Client places an order, the agreement will be concluded once Dunk Tank Cleaning Services B.V. has accepted it in writing or starts with the implementation thereof.

#### Article 4. Execution of the contract.

1. By accepting a contract, Dunk Tank Cleaning Services B.V. only accepts a best efforts commitment.

All work carried out by the staff of Dunk Tank Cleaning Services B.V. is subject to Dutch Labour Laws.

2. Before the start of the work,

Dunk Tank Cleaning Services B.V. and the Client will capture and specify in writing what goods and services will be provided by Dunk Tank Cleaning Services B.V. and the manner in which this will be done. Dunk Tank Cleaning Services B.V. will carry out the contract based on the information provided by the Client. Information must be provided in writing. The Client is responsible for the accuracy and completeness of the information. The Client cannot rely on the lack of written information.

Employees of Dunk Tank Cleaning Services B.V. carrying out work on board a ship are subject to the authority and responsibility of the captain and owner of the ship.

The shipping company and the captain of the ship will ensure the safety of the staff of Dunk Tank Cleaning Services B.V. and the work they carry out.

Personal injury of staff of Dunk Tank Cleaning Services B.V. due to negligence and the failure to observe the safety standards for the crew on board of the ship to the extent not covered by the insurance of Dunk will be fully for the account of the shipping company and the captain of the ship.

Dunk Tank Cleaning Services B.V. cannot be held responsible for any delays in loading-unloading activities imposed by port authorities.

Dunk Tank Cleaning Services B.V. cannot be held responsible for delays in unloading due to delays in loading-unloading activities or due to solidified cargo due to which sweeping operations must be postponed.

Dunk Tank Cleaning Service B.V. cannot be held responsible for pollution of surface water caused by the ship or oil leakage caused by leaking cargo hoses or blow hoses.

3. Dunk Tank Cleaning Services B.V. may have the contract carried out by third parties in full or in part.

4. If it has been agreed that the contract will be carried out in phases, Dunk Tank Cleaning Services B.V. can postpone the start and performance of the work belonging to the next phase until the Client has accepted and/or paid for the results of the previous phase(s).

5. All delivery periods indicated by Dunk Tank Cleaning Services B.V. are estimates and cannot be considered deadlines.

6. Dunk Tank Cleaning Services B.V. is entitled to take any necessary measure for the risk and account of the Client if loss of or damage to properties of Dunk Tank Cleaning Services B.V. or personal injuries may occur due to negligence. Dunk Tank Cleaning Services B.V. will inform the Client of the taken measures if possible without the Client correspondingly being able to invoke any claim against Dunk Tank Cleaning Services B.V.

7. The work will be carried out during the day shift hours in accordance with the collective labour agreements applicable to the staff of Dunk Tank Cleaning Services B.V. or staff of engaged third parties. If the Client wants work to be carried out outside of the working hours referred to in the preceding sentence, Dunk Tank Cleaning Services B.V. may decide whether or not this will take place. Additional costs arising from work taking place outside of the hours mentioned above will be for the account of the Client.

8. Dunk Tank Cleaning Services B.V. will determine the time on which the work will start and end. If Dunk Tank Cleaning Services B.V. starts its work, the Client must provide a workplace in which the work outsourced to Dunk Tank Cleaning Services B.V. can be carried out freely and in accordance with the guidelines imposed by the competent authorities.

#### Article 5. Rates

1. All prices exclude turnover tax.
2. Changes in labour costs, cost prices of materials and/or exchange rate changes related to the agreed work may be charged to the Client by Dunk Tank Cleaning Services B.V. without further surcharges. The Client may dissolve the agreement if additional costs are charged within three months after the conclusion of the agreement.

#### Article 6. Cooperation of the Client

1. The Client must timely make goods available if these must be cleaned before a certain time.
2. If information and/or goods needed for the execution of the Contract fail to be timely provided to Dunk Tank Cleaning Services B.V. or do not comply with the requirements or if the Client in any other way fails to fulfil its obligations, the agreement may be suspended or terminated or any additional costs may be charged to the Client.
3. Levies, costs, reimbursements, rights and the like that are due at any moment for the cargo or based on any other grounds must be paid by the Client before the start of the work.

#### Article 7. Provided materials.

1. If Dunk Tank Cleaning Services B.V. provides materials to the Client, the Client is not allowed to (sub)let these materials or use them for any activities not agreed on.
2. The Client may not make any changes and/or repairs to the equipment.
3. After the completion of the work, the materials provided by Dunk Tank Cleaning Services B.V. must be immediately returned to it on forfeiture of a fine of €3,000,- per day for the violation of these provisions.

#### Article 8. Payment.

1. Invoices of Dunk Tank Cleaning Services B.V. must be paid within 30 days after the invoice date in the manner indicated by Dunk Tank Cleaning Services B.V. The payment must be made in the agreed currency and without settlement, discount and/or suspension.
2. In the event of late payment, all payment obligations of the Client will become immediately payable, regardless of the fact if Dunk Tank Cleaning Services B.V. has already invoiced these matters.
3. In case of late payment, the Client will owe an interest to the amount of the promissory rate of De Nederlandsche Bank N.V. plus 7% with a minimum of the legal interest per annum.
4. Extrajudicial collection costs will be charged to the other party in accordance with the collection rates of the Dutch Bar Association.
5. Payments by or on behalf of the Client will serve successively as payment for the extrajudicial costs owed by it, court costs, interest due, and then the outstanding principal amount in order of age, irrespective of any deviating instructions from the Client.
6. The Client can only object to the invoice within the payment period.

#### Article 9. Security.

1. If there are reasonable grounds to fear that the Client will not strictly comply with its obligations, the Client will be required provide a security and, if necessary, supplement this security for the fulfilment of its obligations to the satisfaction of and in a form determined by Dunk Tank Cleaning Services B.V at its first request. Dunk Tank Cleaning Services B.V. will suspend its obligations as long as the Client has not provided this security.
2. If the Client does not fulfil a request as referred to in the first sentence within 14 days after a corresponding written notice, all of its obligations will become due immediately.

## 10. Complaints.

1. Complaints about shortcomings in the execution of the contract must be submitted to Dunk Tank Cleaning Services B.V. within 14 days after the shortcoming has been or could have been found, failing which the work will be considered to have been carried out in accordance with the contract and to have been accepted by the Client.
2. Claims and defences based on facts that justify the argument that the work has not been carried out in accordance with the contract expire 6 months after the end of the work. If the work has not been carried out in accordance with the contract, Dunk Tank Cleaning Services B.V. will at its discretion be held to recover the work or to still complete the contract.

## 11. Dissolution.

1. If the Client fails to timely or properly meet any obligations arising from this agreement, as well as in case of bankruptcy, suspension of payments or attachment of the company of the Client or interruption of liquidation thereof, Dunk Tank Cleaning Services B.V. will have the right to partially or completely dissolve the agreement or to suspend the execution thereof without any requirement to pay compensation or without prejudice to any of its rights. In those cases, Dunk Tank Cleaning Services B.V. will also be entitled to claim the immediate payment of any amounts due to it.
2. If proper fulfilment by Dunk Tank Cleaning Services B.V. has become fully or partially impossible due to one or more circumstances that cannot be attributed to it, including the circumstances mentioned in the next paragraph, Dunk Tank Cleaning Services B.V. will be entitled to dissolve the agreement.
3. Circumstances that cannot be attributed to Dunk Tank Cleaning Services B.V. at least include behaviour, except for intent or gross negligence, of persons engaged by Dunk Tank Cleaning Services B.V. for the execution of the contract, including properties of the goods that must be cleaned that may cause injury to persons.

The exercise of one or more rights related to a shortcoming of the Client concerning the fulfilment of an agreement concluded between the Client and a third party with respect to the services provided by Dunk Tank Cleaning Services B.V.; strikes, exclusion of workers, illness, import, export and transit costs, transport issues, non-fulfilment of obligations of suppliers, disruptions in the production process, natural and/or nuclear disasters, war and/or the threat of war.

4. Dunk Tank Cleaning Services B.V. will be released from its obligations if the Client fails to cooperate with a delivery after Dunk Tank Cleaning Services B.V. has set a delivery period of (agreed period).

#### Article 12. Compensation.

1. Dunk Tank Cleaning Services B.V. will only be liable for damage caused by its intent or gross negligence.
2. Dunk Tank Cleaning Services B.V. will never be held to pay any other form of damage than caused to persons or materials.
3. These defences, which can be invoked to defend its own liability vis-à-vis the Client, including for its subordinates and non-subordinates for whose conduct it would be liable pursuant to statutory provisions.
4. The provisions of this Article will not affect the liability of Dunk Tank Cleaning Services B.V. arising from statutory provisions.
5. The liability of Dunk Tank Cleaning Services B.V. will never be higher than the net value of the goods and services provided to the Client in the context of the contract.

#### Article 13. Applicable law, competent court.

1. Dutch law applies to all legal relationships between Dunk Tank Cleaning Services B.V. and the Client.
2. Disputes between Dunk Tank Cleaning Services B.V. and the Client are subject to the competence of the district court and will be exclusively heard by the court of the place of the registered offices of Dunk Tank Cleaning Services B.V., except if Dunk Tank Cleaning Services B.V. as a demanding or requesting party chooses for the competent court of the residence or place of business of the Client.

#### Article 14. Transport.

1. If Dunk Tank Cleaning Services B.V. acquires forwarders or transports, this will take place under the Dutch forwarding conditions or the conditions of the transport company actually carrying out the transport. If Dunk Tank Cleaning Services B.V. carries out other work for the Client than referred to in the preamble of these conditions for which it or its staff is liable vis-à-vis third parties, especially if it acts as a customs forwarder, all titles and other levies payable by Dunk Tank Cleaning Services B.V., as well as all fines, costs or damages, will be for the account of the Client. The Client is required to pay these amounts to Dunk Tank Cleaning Services B.V. at its first request and to indemnify Dunk Tank Cleaning Services B.V. in case of claims by third parties.

Article 15. The Dutch text prevails.

1. The Dutch text of these General Terms and Conditions prevails over any translations thereof, as drawn up on 16 January 2018.

Yours sincerely,

Dunk Tank Cleaning Services B.V.

D. Dunk