

**INTERNATIONAL BULK LIQUIDS (STORAGE AND TRANSPORT) LIMITED
TRADING AS “IBL BULK LIQUIDS”**

**STANDARD TRADING CONDITIONS
2001 EDITION**

The Customer’s attention is specifically drawn to clauses 6, 8, 10, 16, 17 & 25 which exclude or limit the Company’s and the Company’s subcontractors’ liability and require the Customer to indemnify the Company and/or its subcontractors in certain situations.

The Company stresses it will not insure the Goods and the Customer and/or the Owner must rely on their own insurance arrangements having regard to the limitations and indemnities highlighted above which together enable the Company to limit its charges accordingly.

1. General

In these conditions:-

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| “the charges” | means the charges agreed in writing for the storage by the Company of the Goods for each period and any further charges or costs in respect of additional services (if any) provided by the Company; |
| “the Company” | means International Bulk Liquids (Storage and Transport) Limited, trading as “IBL Bulk Liquids” and includes the Company’s employees, servants, subcontractors and agents; |
| “the Contract” | means any contract or agreement entered into between the Company and the Customer; |
| “the Customer” | means any person at whose request or on whose behalf the Company undertakes any services subject to these conditions; |
| “the Goods” | means the goods specified in writing, whether received collectively or in individual loads, as being the subject of this contract, and includes all equipment and packaging associated with such goods; |
| “the Owner” | means the owner of the Goods and any person who is or may become interested in them; |
| “the premises” | means the premises where the services contracted for are to be performed; |
| “the regulations” | means the regulations (if any) published by the Company from time to time regulating its provision of the services to |

which this contract applies; and

“special treatment” means any treatment not capable of performance save with undue inconvenience or extra cost to the Company.

2. Insurance

The Company does not insure the Goods and the Customer must rely on its own insurance arrangements.

3. Sole Conditions

3.1 These conditions shall prevail over any terms or conditions contained in the Customers’ order, acceptance or other communication and shall be deemed to have been accepted by the Customer in preference to such other terms or conditions.

3.2 No other terms, whether conditions or warranties which would otherwise be implied into the Contract, are to be so implied and, without derogating from the generality of the foregoing, any Customer who contracts with the Company does so on the basis that the Customer’s own terms and conditions of business, if any, do not form part of the Contract between the Customer and the Company, unless expressly agreed by the Company in writing signed by a director. No purported omission, variation or waiver of these Conditions howsoever or by whomsoever made shall bind the Company, unless it be in writing signed by a director of the Company.

4. Charges

Quotations are given by the Company on the basis of immediate acceptance and are subject to withdrawal or revision without notice. Furthermore the Company may vary its charges at any time by giving the Customer 21 days’ notice in writing.

5. Credit Terms and Interest

5.1. The Customer shall pay to the Company the charges within 30 days of the invoice date or, if so required by the Company, before the removal of the Goods, whichever is the earlier. Interest at 8% per annum over the base lending rate of the bank specified in the regulations is payable on all overdue amounts, as well as before judgement, and will be calculated on a daily basis.

5.2 The Customer shall pay the Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim or set-off.

6. Storage, Blending and Packing Services

The Company undertakes that it will maintain in good condition so far as reasonably possible all tanks, pipelines and other equipment to be used by the Company for the handling of the Goods. Before any of the Goods are delivered to the Company the Customer shall be entitled to inspect or cause to be inspected on his behalf all such

tanks, pipelines and other equipment and unless such inspection shall be made and justifiable objection be taken to such tanks, pipelines or other equipment the same shall be conclusively presumed to be suitable and fit for the purpose envisaged. Save as aforesaid all conditions, warranties and innominate terms which might otherwise be implied as to the suitability or fitness of the Company's equipment are hereby excluded, save in cases of wilful misconduct or default or fraudulent act or omission of the Company.

7. Delivery

- 7.1 The Customer warrants that it shall deliver the Goods to the premises, as required by the regulations, in good and wholesome condition, in the form and temperature required for storage and accompanied by appropriate documentation.
- 7.2 The Customer further warrants that it shall not deliver for storage or any ancillary service any hazardous goods except as allowed by the regulations.

8. Special Treatment

Where the Goods required special treatment, such special treatment must be agreed in writing between the Customer and the Company prior to delivery, and the Customer will supply written details of such special treatment to the Company when so delivered. In the absence of such written agreement and details, the Company shall not be liable for any loss or damage to the Goods.

9. Use of Tank Space

The Customer shall not make available to any other party the whole or any part of the tank space provided to the Customer without the previous consent in writing of the Company and shall not assign any of its rights under the agreement constituted by these conditions otherwise than by means of a transfer of a store warrant or delivery order duly endorsed. No assignment by the Customer or the Owner of its rights shall release the Customer or Owner from any of its obligations and liabilities hereunder.

10. Normal Operating Hours

The Goods will only be accepted into or delivered from the premises during normal operating hours (as specified in the regulations) unless other arrangements have been agreed in writing. Notwithstanding any quotation, estimate, consignment note, receipt note or other document, no undertaking is given by the Company that the Goods will be received or delivered at or within any specified time or in any particular place save in cases of wilful misconduct or default or fraudulent act or omission of the Company.

11. Loading and Unloading

- 11.1 Although the Company will usually load or unload (as the case may be) vessels, craft, vehicles, wagons or containers in the order of arrival at the Company's premises or at the relevant terminal or quay the Company reserves to itself the absolute right to depart from such order for the purpose of complying with the regulations or directions

of HM Customs and Excise or the Harbour Authority or any other authority or of ensuring the smooth working of the Company's operations or for any other purpose whatsoever which the Company shall in its reasonable discretion think fit.

- 11.2 In the event of loading or unloading by vessels or craft, the Customer undertakes to give the Company not less than 24 hours' written notice of arrival.

12 Rejection of Goods

Where the Goods are not presented in accordance with these conditions or with the regulations, the Company may refuse to accept them or, in consideration of an extra charge determined by the Company, may retain them.

13. Receipt and Despatch

Neither a receipt by the Company for the Goods nor an advice of despatch implies or constitutes any evidence that the Goods were received or despatched in any particular state or quantity, or that the Goods were in good, non-hazardous and wholesome condition at the time of such receipt or despatch.

14. Inter-Tank Movement

Unless otherwise agreed in writing, the Company shall have the right at any time and for any reason to remove at its own expense the Goods from any tank to any tank or tanks after having first given to the Customer (except in cases of emergency) reasonable prior written notice. The Customer shall not be entitled for any reason whatsoever to require the Company to remove the Goods from any tank to any other tank or tanks.

15. Point of Delivery/Redelivery

- 15.1 Unless otherwise agreed in writing, the Goods shall be deemed to have been delivered to the Company or redelivered to the Customer (as the case may be) (i) in the case of Goods pumped from or to tank, vessels or craft after the Goods have passed the connection to the Company's fixed pipelines leading to the tank terminal (ii) in the case of Goods delivered from or to road vehicles after the Goods have passed the connection to the vehicle, wagon or container and (iii) in the case of Goods redelivered in packages after the package has been loaded on to the road vehicle.
- 15.2 The Company accepts no responsibility for ensuring that any tank, vehicle pipeline or any other receptacle to which the Goods are redelivered or any package supplied by the Customer, is suitable and fit to receive the Goods. Any inspection by the Company of any tank, vehicle, pipeline or any other receptacle prior to redelivery, or any drum supplied by the Customer, shall not constitute a waiver of this clause. The Company accepts no responsibility for ensuring that any package supplied to the Customer is fit for the purpose for which the Customer requires and the Customer acknowledges that in requesting the Company to supply it with any package the Customer is not relying upon the skill or judgement of the Company.

16. Blending

- 16.1 It is expressly agreed that in the case of blending services the Company is only obliged to blend the Goods in the proportions stipulated by the Customer and the Company is not responsible for the adherence of the product or the blending to any particular specification or for the suitability of the product for the purpose intended by the Customer save in cases of wilful misconduct or default or fraudulent act or omission of the Company.
- 16.2 Where the Customer requests that the Company provides blending services the Customer shall indemnify and keep indemnified the Company against all actions, proceedings, claims, damages, costs, expenses and liabilities whatsoever by reason or on account of the product produced by the Company in the performance of the blending service whether blended in the proportions stipulated by the Customer or not save in cases of wilful misconduct or default or fraudulent act or omission of the Company.

17. Treatment of Goods

- 17.1 Where no instructions are given to the Company regarding the storage of Goods at a particular temperature or in a particular type of tank and in the absence of agreement for any special treatment of the Goods, the Company may treat the Goods in such a way as in its reasonable opinion is best able to preserve them but the Company is hereby specifically absolved from any responsibility regarding the suitability of such treatment selected by the Company save in cases of wilful misconduct or default or fraudulent act or omission of the Company. Except as necessary to apply any special treatment, the Company may store in bulk all Goods of apparently similar nature received from the same customer and is under no obligation to be able to identify individual consignments of the Goods so stored.
- 17.2 Unless otherwise agreed in writing, Goods belonging to one customer will not be stored in the same tank as Goods belonging to another customer but in the event of such agreement such storage will be at the sole risk of the Customer.

18. Tanker Cleaning Facilities

Any steam cleaning facilities made available to the Customer shall in all cases be subject to the condition that it be the sole responsibility of the Customer to ensure that the standard of cleanliness of the item cleaned accords with the requirements of the Customer. The performance of the cleaning in whole or in part, or the rendering of assistance by the Company shall not be a waiver of this Condition.

19. Vehicles

All vehicles including contents and equipment therein and thereon and other property are accepted held, moved, driven and otherwise dealt with at the Customers' and/or Owners' entire risk and responsibility and the Company accepts no liability for loss of or damage to such vehicles, contents, equipment or other property nor for any consequential or other loss (whether direct or indirect) or liability whatsoever

howsoever arising save in cases of wilful misconduct or default or fraudulent act or omission of the Company.

20. Public Weighbridge

The Public Weighbridge facility is offered on the basis that the Company undertakes merely to provide a certificate as to the gross weight of the vehicle weighed. The Company does not accept any responsibility for ensuring compliance with any regulations for the time being in force with regard to gross weight, distribution of weight or any other matter.

21. Examination of Goods

The Company may examine the Goods at any time and for this purpose may collect and examine samples of the Goods.

22. Removal of Goods

Where in the reasonable opinion of the Company the Goods are not in a good and wholesome condition or may cause damage to other goods or property, forthwith upon receipt of notice requiring it to remove the Goods, the Customer shall remove the Goods at its own expense. Where the Company is unable to give such notice or if in the Company's reasonable opinion the Goods require speedier removal, the Company may at its option and at the Customers' expense and risk arrange for alternative storage, disposal or destruction of the Goods.

23. Warranties

The Customer warrants to the Company that:

- (a) it is either the Owner of the Goods or is and will at all times be the authorised agent of the Owner and also that it is accepting these Conditions not only for itself but also as agent for and on behalf of the Owner;
- (b) the Goods delivered for storage have been properly and safely packed, prepared and labelled;
- (c) the Goods delivered for storage conform to the description supplied to the Company in the documentation accompanying the Goods as required by the regulations; and
- (d) the Goods delivered for storage or any ancillary service are not hazardous nor capable of producing any substance of a hazardous nature.
- (e) Where the Customer contracts as agent with the company it shall nevertheless be jointly and severally liable with its principal at all times for all monies payable to the company under the Contract, notwithstanding that it may have purported to have contracted "as agent" or "as agent only" or on similar terms.

- (f) The Company shall have the right to enforce any liability of the Customer under these Conditions or to recover any sums to be paid by the Customer under these Conditions not only against or from the Customer but also if it thinks fit against or from the Owner of the Goods.

24. Indemnities

The Customer shall indemnify the Company:-

- (a) against all expenses necessarily incurred by the Company in complying with any statutory duties imposed upon it from time to time in relation to the Goods;
- (b) in respect of any duties, taxes or other levies in connection with the Goods and for any costs or damage incurred or sustained by the Company in connection therewith; and
- (c) against all losses, damages, costs, fines, charges or expenses suffered or incurred by the Company arising directly or indirectly from or in connection with the Goods or any instruction from the Customer, its servants or agents or the implementation of such instructions.

25. Limitation of Liability

- 25.1 The Customer agrees that the Company is under no liability, whether in contract or otherwise, in respect of any liability, loss, destruction, damage or expense directly or indirectly occasioned by happening through or in consequence of flood, fire, explosion, civil commotion, looting, acts or terrorism or sabotage, riot, invasion, war, acts of foreign enemies, civil war, revolution, insurrection, military or usurped power or confiscation or nationalisation, act of God, strikes, lock outs, labour disorders (including that of the Company's own servants or agents), electrical power cut or shortage, insufficient packing, evaporation, wet rot, mildew, or rust, damp, sweating, vermin, moth, insects, burglary, theft, pilferage (including burglary, theft or pilferage by the Company's own servants or agents) deficiency or inherent vice or deterioration of or in any goods or breakdown of machinery whether or not such cause is the sole or dominant cause of the loss, damage or expense.
- 25.2 Without prejudice to the other provisions of the Conditions, the Company shall only be responsible for any loss or damage to the Goods (whether due to non-compliance with instructions given to it or otherwise) if it is proved that the loss or damage was due to the wilful neglect or default of the Company.
- 25.3 Unless due to the negligent acts or omissions of the Company, the Company will not be liable for any loss or damage for personal injury to the Customer, its servants or agents or any third party.
- 25.4 Save as aforesaid the Company will be under no liability, whether in contract or otherwise, in respect of or in connection with the Goods or any instructions, advice or other services provided.

- 25.5 The Company will be under no liability, whether in contract or otherwise for any economic or consequential loss.
- 25.6 In no case whatsoever will the Company be under any liability (other than any liability for loss or damage for personal injury resulting from a negligent act or omission of the Company or its servants):-
- (a) exceeding the value of the relevant Goods or a sum at the rate of **£1,300** per metric tonne of 1,000 kilos of the gross weight of the Goods whichever is the less, with a maximum liability of **£50,000**; and
 - (b) unless written notice be received by the Company within 10 days of the date of delivery up (or non-delivery up, as the case may be) by the Company of the Goods.
- 25.7 The Customer shall indemnify and hold harmless the Company against all claims and losses (and all costs and expenses reasonably incurred relating thereto):-
- (a) in respect of which the Company is not liable under this clause and to the extent that any claim or loss exceeds the limited liability of the Company; and
 - (b) occasioned by the nature or condition of the Goods (save to the extent that the Company may be liable under this clause).
- 25.8 The Company shall in any event be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which the Company has undertaken to provide unless suit be brought and written notice thereof given to the Company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

26. Lien and Power of Sale

- 26.1 The Company has a general lien on the Goods and on all other property of the Customer or Owner within the possession, custody or control of the Company for payment of all debts accrued to the Company on any account with the Customer. If payment of such debts is not received by the Company and 14 days' written notice of the claim of lien has been given to the Customer the Goods (or any part of them or the said other property) may be sold by the Company as agent for and at the expense of the Customer to defray the lien and all expenses properly incurred in respect thereto.
- 26.2 Once the Company has accounted to the Customer for any balance after payment of the sum due to the Company (including interest) and the cost of sale or disposal (including legal fees where appropriate) the Company shall be discharged of any liability in relation to the goods.

27. Sub-contracting

The Company may engage the services of others for the purpose of fulfilling the Contract in whole or in part and may, having used its reasonable endeavours to

consult with the Customer, transfer the Goods at its own expense to the storage facilities of a third party.

28. Termination

- 28.1 Without prejudice to condition 22 above, the Company may at any time give not less than fourteen days' written notice to the Customer requiring removal of the Goods. If the Goods are not so removed, the Company may after the expiration of such notice (or earlier if the necessities of the case reasonably so require) transfer the Goods at the Customer's expense to another store or alternatively may give not less than seven days written notice of the Company's intention to sell the Goods and deduct from the proceeds of such sale all outstanding charges, any interest due thereon, and the costs of disposal of the Goods and upon the expiration of such further notice, so to deal (accounting to the Customer for the net proceeds of sale, if any, after such deductions).
- 28.2 The Company shall be entitled at the expense of the Customer to dispose without prior notice of Goods which have perished, deteriorated or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the Company or to third parties or to contravene any applicable laws or regulations.

29. Supplementary Services

If the Company agrees with the Customer to arrange for any other party to perform for the Customer any supplementary services outside the scope of the Contract, including any special treatment, it does so only on terms that the Company is in no way whatsoever responsible therefore to the Customer, although the Company will endeavour to inform the Customer of the identity of such party and to impose on that party these standard trading conditions.

30. Carriage Services

- 30.1 Except as hereinafter appears the Company acts solely as agent of the Customer in procuring and entering into contracts for the carriage of the Goods whether by road, sea or rail and whether to or from the Company's premises.
- 30.2 The Company is hereby authorised whether the Company acts as agent or principal to entrust the carriage of the Goods to others on such conditions as such others may stipulate.
- 30.3 The Company may in some circumstances act as principal in entering into a contract with another party for the carriage of the Goods from an ocean-going vessel to the Company's premises. In such circumstances the Company shall be entitled to the benefit of all exceptions and limitations in favour of such party contained in the Company's contract with such party and the Customer will not seek to impose on such party any liability greater than accepted by such party under such contract. In doing so, the Company does not make or purport to make any contract for the carriage of the Goods with the Customer.

- 30.4 The Customer shall pay all freight and transportation charges in respect of the carriage of the Goods in advance and the Company shall not be required to accept or deliver the possession of the Goods in respect of which any such charges are due and unpaid.
- 30.5 If any legislation is compulsorily applicable to any business undertaken, these Conditions shall as regards such business be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation but if any part of these Conditions shall be repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.

31. Notices

Any notice required to be given by either party pursuant to these Conditions or otherwise will be duly given if sent by email or fax or posted by prepaid letter to the last notified address of the other party. Such notice will be deemed to have been received three clear working days after posting by prepaid letter.

32. Jurisdiction and Law

This contract is to be governed by English law and the Customer hereby submits to the exclusive jurisdiction of the English courts.

**INTERNATIONAL BULK LIQUIDS (STORAGE AND TRANSPORT) LTD
TRADING AS “IBL BULK LIQUIDS”**

**REGULATIONS TO THE STANDARD TRADING CONDITIONS
2001 EDITION**

1. Normal operating hours of the Company are between 8.00am and 4.30pm Monday to Thursday inclusive and 8.00am and 3.30pm on Friday but exclusive of Public Holiday (“Normal Hours”).
2. Notice of a delivery and receipt of Goods, and advice of Goods of a hazardous nature must be given to the Company in writing prior to the arrival of the vehicle. Failure to do so may cause delay or refusal.
3. Unless previously stated in writing the handling of goods and provision of ancillary services are conducted in Normal Hours. Work requested outside these hours will be subject to an additional charge to cover the full cost of labour, equipment and overheads.
4. Unless otherwise agreed, rental charges for storage of bulk liquids shall be calculated on a full week’s charge for the full tank capacity and packaged goods shall be charged Monday to Sunday inclusive. Part weeks will be charged at a full weekly rate inclusive of the day of receipt and delivery.
5. Unless special treatment has been specifically requested and agreed, Goods will be received and stored in ambient conditions, in mild steel tanks and pipelines, and equipment provided that is general use.
6. When Goods are presented for storage and handling of a hazardous nature, the packaging or container must be labelled giving the appropriate hazard warning.
7. All Goods delivered to the Company for storage and handling should be accompanied by documentation giving a full product description which should include details of the volume, weight, nature and condition of the Goods, advising of any special treatment that may be necessary to handle and store the Goods and appropriate advice if the Goods are of a hazardous nature. In addition the Customer will inform the Company in writing of any statutory duties specific to the Goods with which the Company may need to comply.
8. Packaged Goods presented for storage should be clearly marked for product separation with corresponding documentation and packed in a way which will allow safe and economic handling and storage.
9. Goods presented for storage and handling other than in accordance with the Company Conditions and Regulations may be accepted or retained, subject to an additional charge.
10. The Company reserves the right to refuse to accept or store or continue to store Goods if in the opinion of the Company the condition of the Goods gives reasonable ground

for apprehension of loss or damage to other Goods or to the Company's storage facilities or personnel.

11. Should the Customer require the Company to clean any tank in which the Customer's Goods are being stored, the expense of cleaning the tank and disposal of any residue will be charged to the Customer.
12. All waste substances arising from the handling and storage of the Customer's Goods shall remain the property of the Customer. All costs overheads arising directly or indirectly from disposal of such waste substances shall be payable by the Customer.
13. Goods will only be released on written instruction from the Customer.
14. Drivers should wear high visibility clothing and protective footwear whilst on the Company premises.
15. Vehicles are admitted to the Company premises solely for the purposes of loading and unloading Customers Goods and may not be parked, unless otherwise agreed.
16. The Company reserves the right to search vehicles and drivers making delivery or receiving Goods on behalf of the Customer and to take reasonable actions that are necessary in the interest of security.
17. The Company bankers are HSBC Bank plc.
18. When the Company undertakes to carry Goods by road, the conditions of the Road Haulage Association Limited 1998 Edition, copies of which are available on request, shall apply in addition to all the foregoing conditions and where there is conflict shall prevail over the foregoing conditions.