GENERAL CONDITIONS FOR COMMISSIONING APPICABLE TO THE ORGANIZATION OF TRANSPORT OF GOODS REALISED BY ROEHLIG

Important note: These conditions contain important terms and conditions of commissioning which can be applied to all relationships with ROEHLIG ESPAÑA SL, based in C/Llacuna 56-70, 3ª, Edificio (building) A, 08005 Barcelona with CIF B60607595 (in the following ROEHLIG), of which some of them rule the rights and obligations of the parties to the contract, as well as the limited liability of ROEHLIG for any damages arising to the Client in relation with this contract. It is important that they are read thoroughly and that any doubts about those are solved before a contract with ROEHLIG is entered.

DEFINITIONS

This is related to the transit agent or transportation operator ROEHLIG. In order to carry out the transport it uses every kind of transportation medium and subagents who work in its name and represent the Client.

Therefore, the Client understands that in case of a service contract with ROEHLIG the Client knows with whom any questions about the annual budget, prices, booking, correspondence, e-mails; the forwarder, the shipper, the sender, the receiver, the destination or the intermediary, the agents or anything which is connected with these questions, can be clarified. The Client is liable for the integer payment of the services delivered by ROEHLIG.

ARTICLE 1. BASIS OF THE CONTRACT.

All services delivered by ROEHLIG are ruled by these general conditions of commissioning (and in your case by the articles of the consignment note of ROEHLIG or any other document of the transport being used in the aforesaid services) that are completely accepted in the moment of initiating the service of the forwarder. When entering the contract with ROEHLIG the Client accepts these general conditions of commissioning being applicable to all performance requirements with relation to the services and to the own service requests which may be transmitted verbal, by telex/fax, electronic mail or other media. The specific provisions on liability and limitation of liability of these general conditions, when signed as a proof of acknowledgement (TO COMPLY WITH SPANISH RULES, THESE HAVE TO BE SIGNED) will rule and may be invoked even for unconcerned complaints, in any kind of proceedings, whether they are civil, commercial, criminal, judicial, extrajudicial, contractual, extra contractual, or of any other character. The Client relations with third parties will not impede the full application of these conditions between the Client and Roehlig.

If the Client does not accept these conditions, the Client has to express this immediately as well as definitely in a written form and must inform ROEHLIG directly after the first reception or acknowledgement of receipt of the service. Seven days after the reception, the acknowledgement of receipt or the request of the service basing on this contract with ROEHLIG the Client considers the conditions as valid.

ARTICLE 2. DOCUMENTATION OF TRANSPORT.

The agreed transport should be accompanied by a consignment note, a bill of lading, a delivery note, etc. being sent by ROEHLIG or his representatives who should act conformingly and orient themselves to national standards and the applicable international conventions and whose articles should be applied between ROEHLIG and the Client. In case of any discrepancy between the documents mentioned before and these general conditions of commissioning or if there are any breaches the following priorities should be valid in this order: firstly, the bill of lading issued by ROEHLIG and/or FIATA, secondly, the present general conditions of commissioning, and thirdly, any other transportation documents which can be utilized in this case.

ARTICLE 3. DESCRIPTION OF GOODS AND PACKING.

The Client guarantees to ROEHLIG that the declarations of the goods regarding their characteristics, descriptions, brands, numbers, quantities, weights, and volumes are exact so that both and/or any third parties can use these data in case of any loss, damages, disturbances, and/or penalties for claims which could be made to ROEHLIG or third parties. Inaccuracy of the data mentioned before, for example, derivations of the packing which are inadequate, defect or badly used and, therefore, cause harms or impairments to the goods or manipulations to the equipment or the transportation media cannot be accepted. If such inaccuracies or deficiencies appear in operations that cannot be directly traced back to ROEHLIG the Client will not be compensated and has to answer for additional costs which were caused by such occasions. The Client declares expressively that the used packing is the right for the agreed service. If the Client does not give unique instructions to ROEHLIG nothing special will be carried out about the packing, the whole liabiliy rests with the Client.

The Client is obliged to check the equipment as well the transportation media being provided by ROEHLIG and/or the subcontractors regarding their adequacy for the transportation and their perfect condition for it. If any imperfections are apparent the Client will inform ROEHLIG about it so that another equipment with better conditions can be provided. In case of not receiving such a notification it is understood that the Client accepts the disposed equipment as well as the consequences of the omission of a notification.

The Client is obliged to inform ROEHLIG about any hazardous features, the kind of storage or any manipulations of the goods which has to be transported and, furthermore, about the precautions which have to be observed. At any case, the Client has to hand in a security certification for the goods to ROEHLIG in advance.

The Client understands and secures that neither ROEHLIG nor its agents or representatives are capable to verify the received information of this article, that is especially valid for the conditions of the goods. In case of an omission or an insufficient or wrong information the Client will be liable for all damages being detected and ROEHLIG will have the right to charge the Client with the costs which were caused and will be free of any liability if the goods are displaced, destroyed or neutralised according to the circumstances and without any indemnification to the Client.

Article 4. LEGAL LIABILITY.

The Client accepts that ROEHLIG performs the contract and, furthermore, gives instructions and organises the transport, the handling, the carriage, and the storage of the freight which was given to ROEHLIG at its own discretion unless the Client expresses specific instructions sufficiently in advance and in such a form so that the media mentioned before could be taken into consideration early enough.

As conveyor, contractor of the transport or operator of logistics ROEHLIG undertakes the organization of the transport and will be liable for a violation of the contractual obligations. In these cases and circumstances and only during the period of execution of the contract being foreseen in the national legislation as well as in the applicable international conventions and always under these circumstances in which the conveyor acts in its position the contractor is considered as effective operator.

As warehouseman and depositary ROEHLIG is only liable for damages of the goods which are a consequence of a violation of his contractual obligations in such cases and circumstances which are determined in the applicable rules. His liability starts in that moment in which the goods are given into the hands of ROEHLIG's employees and ends in the moment in which the goods leave the warehouses for their transport.

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As responsible person for the customs clearance ROEHLIG only answers for damages which are caused by his fault or negligence but not in cases in which the instructions of the Client are followed. This will also be valid if the Client accepts that the Client is the tax-payer and that ROEHLIG only acts according its instructions.

The legal liability is defined as followed:

4.1.- ROEHLIG is only liable for material damages which are caused at the goods but this liability does never cover subsequent damages according to what is established about it in the applicable Law.
4.2.- Any legal action directed to the employees and/or assistants of ROEHLIG regardless of their status – permanent or temporary employee – are only possible within the limits and circumstances which are mentioned in articles 5 and 6.
4.3.- The aforesaid limits apply as a whole and as a maximum limit in cases when Roehlig is sued with any of its employees and/or assistants.
4.4.- ROEHLIG is liable for determinations and instructions to sub-contractual agents like conveyors, carriers, warehouse operators, etc. but will be free of any liability if the election of agents was done following the instructions of the Client, forwarder or another person being involved in the transportation of the goods and leads to any fault or damage and if the instructions being transferred to the sub-contractual agents do not agree with the orders which were originally given by the Client or forwarder. In such a case ROEHLIG can renounce to its rights against those of the sub-contractual agents of the Client/forwarder.
4.5.- In any case, ROEHLIG's liability does not exceed those which are called upon for the performance of the service.

In a case of a very serious damage the Client is obliged to immediately hand in a first reminder for all the quantities which could be claimed within the frame of this draft to ROEHLIG.

ARTICLE 5. LIMITS OF LIABILITY.
5.1. Always within the maximum limit of the value of the goods ROEHLIG is only liable in those cases and according to the economical limits which are described in detail hereafter:

- The national land-based transport of goods and any other activity not being mentioned in the following paragraphs (like, for example, storage or logistics) are subject to the rules of the "Ley del Contrato de Transporte Terrestre, la Ley de Ordenación del Transporte Terrestre (LOTT) y Reglamentación" (laws concerning the land-based transport, the ordinal land-based transport and other rules within this area) which develop or represent the liability of ROEHLIG covering in a case of maximum liability the sum of 5,91 Euro per kilogramme of gross weight of damaged or lost goods.
- The international land-based transport of goods is subject to the "Convenio relativo al Contrato de Transporte Internacional de Mercancía por Carretera (CMR)" (Convention on Contracts for the International Transport of Goods on Roads) and ROEHLIG is liable for the quantity of 8,33 SDR per kilogramme gross weight of damaged or lost goods in a case of a maximum responsibility.
- The international water-based transport of goods is subject to the "Convenio para la Unificación de Ciertas Reglas en Materia de Conocimientos de Embarques - Reglas de la Haya-Visby" (Convention for the unification of certain rules in the field of shipment – Rules of Haya-Visby) and ROEHLIG is liable for the sum of 666,67 SDR per package or 2 SDR per kilogramme gross weight of damaged or lost goods in a case of a maximum liability.
- The national water-based transport of goods is subject to the Law 14/2014 of 24th July of the Maritime Navigation and the liability of TUSCOR??????? lies at 666,67 units of the bill per package or unit or at two units of the bill per kilogramme of gross weight of lost or damaged goods in a maximum case of liability, of both limits the highest will be applied.
- The international air-based transport of goods is subject to the "Convenio de Montreal" (Convention of Montreal) as well as its subsequent modifications (according to the valid transcripts in Spain) and the responsibility of ROEHLIG lies at the quantity of 17 SDR per kilogramme gross weight of damaged or lost goods in a maximum case of liability.
- The national air-based transport of goods is subject to the Spanish Law and the responsibility of ROEHLIG lies at the quantity of 17 SDR per kilogramme gross weight of damaged or lost goods in a maximum case of liability.
- The declaration of the value of the goods known by embarkation, shipping document, navigation paper, or any other document being issued by ROEHLIG or its employees is not in any case a declaration of the "real value" which prevents REOHLIG to limit its liability. Such declarations of value are pure manifestations without sense, relevance or value as ROEHLIG cannot control neither the rightness nor the reality of the value which was declared by the Client.

5.2. ROEHLIG is only liable for delayed deliveries in cases in which the legal determination explicitly foresees that. In such a case ROEHLIG is liable for those items which are expressed in the rules and no other circumstances can exceed the equivalent payment by virtue of this contract. The transfer of this indemnity, whenever it is due, will be estimated in all cases and will be subject to possible changes of the used transportation medium. If the Client wants a guarantee for a precise indemnity for the delivery of a good this will have to be specifically agreed with the contract party of the transportation service and for this reason a special agreement in a written form must be extended and agreed by ROEHLIG. The Client accepts the validity of the "Reglas de la Haya y/o las Reglas de la Haya-Visby" (Rules of Haya and/or Rule of Haya-Visby) and understands that ROEHLIG will not be liable for a delay and, therefore, ROEHLIG is not liable for a delay. In any case, ROEHLIG does not guarantee for more than 2.5 times for proportional freight of the goods being delayed what is also valid for the proportional section of the transportation which is affected by the delay.

5.3. If the liability derives from facts or actions happening during the execution of the transport and if it is overtaken by the forwarder it can never exceed those which are resumed by the railway, shipping or airfreight companies or by the companies of the land-based transportation, of the storage organizations or any other intermediate company being involved in the course of the transportation according to the national rules and international conventions which can be applied.

5.4 The present limitations include all kinds of complaints which are directed to ROEHLIG irrespective of the facts whether the complaint is based on contractual liabilities or derives from extra contractual reasons which is valid for demands, counter-claims, arbitration procedures, notification of defects, or any other reason.

5.5.- For special rights with relation to giro (SDR) the invoice units are valid in the way they were defined by the "Fondo Monetario Internacional" (International Currency Fund).

ARTICLE 6. EXCLUSION OF RESPONSIBILITY OF THE ORGANIZATION OF THE TRANSPORT OF GOOGS BY THIRD PARTIES.

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ROEHLIG is not liable for the following with respect to loss, damages or costs such as loss of profit, loss of clients, fines, sanctions, claims for losses due to depreciation or penalty interests, to fluctuations in foreign exchange bills or in the value of the goods, to rates or taxes imposed by the authorities or to any other origins. The different articles of exclusions are described hereafter:

6.1. ROEHLIG will not be liable if any of the following circumstances arise:

- Guilt or negligence of the Client or its authorised representative.
- Defect or faulty or insufficient packing of the freight or their absence, always and when ROEHLIG was not liable for the packing, labelling and reloading of the goods. That will be also valid if ROEHLIG is not liable for the packing of goods whose contents cannot be verified.
- War, rebellion, revolution, insurrection, usurpation of the authorities or confiscation, nationalisation, or requisition by authorities or any local or public authorities.
- Strikes, lock-outs and other labour conflicts affecting the work.
- Damages caused by nuclear energy.
- Natural disasters.
- Acts of nature beyond control.
- Robbery.
- Circumstances which could not be avoided by ROEHLIG and whose consequences could not be foreseen.
- Shortages and natural inherent of the goods.
- Piracy.
- Incorrect labelling or marking.
- All other origins of exclusion that are established in the conventions or valid and effective legal rules.

6.2. ROEHLIG is not liable for loss or damages of or at the goods unless they are lost or damaged when they are under ROEHLIG's custody and control, before they are handed over to the Client. After that moment ROEHLIG is no longer responsible.

6.3. ROEHLIG will not be liable if the goods are transported by the Client or its representative.

6.4. ROEHLIG is not liable for consequences arising out of operations of loading or unloading which were not executed by the company itself.

6.5. ROEHLIG will not be liable for loss, damages or costs deriving from faultiness or imperfections in relation with number, contents, weight, labelling, or description of the goods.

6.6. ROEHLIG is not liable, up to the extent established by the applicable Law, for anything being related to subsequent loss or damages, such as loss of benefits, loss of clients, interests in the performance of the contract, decline in value, or penalty rates.

ARTICLE 7. INSURANCE OF THE GOODS.

7.1. ROEHLIG does not insure loss or damages during the conveyance, storage or transport of the goods unless the Client instructs ROEHLIG especially in a written form. In this case the relevant amount has to be paid.

7.2. If ROEHLIG is explicitly instructed by the Client to agree to an insurance contract for the goods ROEHLIG will always perform that in the name of the Client and will act as agent.

7.3. The terms and conditions of the insurance are fixed in the policy of the insurance contract which will be at disposition at the Client when it is specifically wished by the Client.

7.4. ROEHLIG will not be responsible for possible disagreements or complaints which can be arise between the Client and the insurance company with which the contract was arranged as consequence of the insurance of the goods.

ARTICLE 8. PRICE OF THE AGREED SERVICES.

The transport and all the other services being subject of the activities by ROEHLIG are related to the contract in which the tariff in force being valid at the moment of contract conclusion and to the limits being foreseen in it. The terms of payment which were concluded between ROEHLIG and the Client are set and part of each service which was agreed upon. If no tariffs exist or if there are no quotations by REOHLIG or its representatives, the prices for all expenditures or services being completely performed and/or which were paid in advance will correspond to the usual ones or the prices that are usual on the market at the place where the contract is fulfilled. Additional costs which appear as consequence of facts or circumstances relating to a date after the date of the contract or in a case when the date is the date of issue of the freight documents are charged to the Client. That will always be valid if they are properly justified and do not trace to the guilt or negligence of anybody being involved in the performance of the agreed services. The payment of all these costs and performed services by ROEHLIG will be effected in cash with the exception of special contracted conditions which were agreed beforehand.

All listed costs of any type, tariffs, charges, or freight costs must be originally paid by the receiver in advance or as compensation unless it is otherwise agreed. The demand is directed to the Client and does not change the obligation of the Client to pay all these services which were performed and paid cash in advance by ROEHLIG. If the Client is liable for a delayed payment, the Client is obliged to pay interests on account of delay, impairments being caused by fluctuations due to the exchange of money, bank commissions and all other economical sums which ROEHLIG or its representatives suffer from the delayed payment to ROEHLIG. The Client accepts that it has no rights to holdback the money or to compensate anything to ROEHLIG. In case of doubt or in a case in which the receiver of the freight is not the charterer or the freighter, the freight and the other concepts which are integrated in the price and the costs for the transport always has to be paid in advance.

ARTICLE 9. FORMAL OBJECTION IN CASE OF DAMAGES/LOSS OF THE GOODS AND OBLIGATION OF CUSTODY.

9.1. In the moment in which the transported or stored goods are delivered the receiver has to verify the conditions in which the goods arrived as well as the quantity, the numbers and the weight of the incoming pieces of freight. If defect or damaged goods or a loss of a piece of the freight/packages are detected the receiver has to record the defects/damages or the loss of the goods in writing either into the bill of lading or into the freight papers and, indeed, at the moment when the goods arrive.

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9.2. If there are no irregularities, damages or losses of the goods that can be detected at the moment of arrival the receiver must investigate the shipment and has to inform about the arrival of the goods within the following 24 hours in a written form, or otherwise according to the conditions being indicated the bill of lading, the freight papers, transport documentation, or any other legal applicable forms which can be among them.
9.3. What was mentioned in paragraphs 9.1. and 9.2. before is understood as a security requirement because if it is not fulfilled the right for a complaint will suffer any prejudices established for such a case in the applicable Law.
9.4. The Client accepts and knows that he can complain to ROEHLIG and that he has the obligation to preserve the goods and/or the transport equipment which is related to the complaint at one's own expense and custody. Furthermore, the Client is simultaneously obliged to invite ROEHLIG so that experts can take sufficient proofs of the goods and validate the right of the extent and the cause of the damages and/or losses being complained about. The Client accepts and understands that it cannot be allowed that ROEHLIG overtakes the expenditures for the expert's costs in such a situation without legal

protection and that if the complaint being introduced to ROEHLIG cannot be defended or transferred to the company ROEHLIG will not be responsible for the complaint which was indicated by the Client.

ARTICLE 10. INVALIDITY.
In order not to fall under invalidity actions against ROEHLIG, its subcontractors and/or employees must be indicated within a maximum period of one (1) year after date of receipt of the goods at the Client's site or in the case of a total loss from the date on which the goods should have been at its disposition.

Regardless the facts mentioned before the period for the actions deriving from the effective realisation of the different transport operations should correspond to the periods of time being indicated in the bills of lading, shipping documents, etc. or to the fixed dates of the national rules or the international conventions which regulate the various media of transport and start with the date stipulated in the relevant document or the conventions.

The invoices of ROEHLIG for transport services and storage including costs and expenditures can be issued according other requests. In any case with the exception of contrasting legal disposition the Client is not allowed to withhold sums which it owes ROEHLIG neither for the payment of possible indemnifications nor for presumably open indemnifications.

ARTICLE 11. LIMITATION OF RESPONSIBILITIES OF THIRD PARTIES.
ROEHLIG is authorised to choose and contract transit agents, transport agents, logisticians, customs agents, shipping companies, shipping lines, airfreight companies, charter brokers, and similar agents of any kind for the relevant transport, storage, handling, and delivery of the goods, which are all considered as independent agents of ROEHLIG.

The goods will trustfully be related to these conditions (such as limitations of responsibility for loss, damages, expenditures, and delayed delivery), rules, regulations, stipulations, and applicable conditions as mentioned, printed or patterned before as well as they appear in the bills of lading, the freight documents, the master's receipts, and the letters of acknowledgements by the transportation agents, operators of the stores, etc. or according to the contents of the national standards or applicable international conventions.

ARTICLE 12. LIABILILTY OF THE EMPLOYEES/ASSISTANTS.
Every legal action which is directed against employees and/or assistants of ROEHLIG regardless of their permanent or temporary status due to loss or damages of the goods is only possible within the limits described in the articles 5 and 6. In case of a collective action against ROEHLIG and its employees regardless of their permanent or temporary status the maximum indemnification cannot exceed the stipulations of article 5.

ARTICLE 13. RIGHT OF RETENTION AND NOTARIAL PROCEDURES.
In any case, ROEHLIG has the right to withhold the goods which were transported and the documents of the Client when the quantities were not paid but were mature due to the services being ordered by the Client. If the Client violates the terms of payment which were contracted with ROEHLIG and, only in this aforesaid case, the agreement will not be valid and towardsall the quantities not being paid will belong immediately and automatically to ROEHLIG as ROEHLIG has the retention right for these goods being under its power. Additionally, ROEHLIG might enforce other retention rights which are admissible according to the applicable laws.
ROEHLIG has the right to introduce notarial petitions being allowed by the law.
The Client will be responsible for damages and deteriorations of the goods, especially, if they are perishable, basing on the retention right or the notarial petition ROEHLIG or its representatives must finally apply.
If the goods under the retention right or under the notarial petition are lost or destroyed ROEHLIG has the same rights as they were mentioned before with respect to indemnifications which should be satisfied by the insurance company, the transportation agency, etc.

ARTICLE 14 . FLEXI TANKS.
14.1. ROEHLIG acts only as supplier of flexi tanks which are the property of various companies in cases of logistic operations and transports with flexi tanks. If the Client wants to know details of these contacts of the aforesaid suppliers in advance the Client has the right to receive this information and can perform the freight preparations before the contract with ROEHLIG is completed. This information can be provided at any time.
14.2. These implied companies whose flexi tanks ROEHLIG provides to the Client are the property of the users of the flexi tanks allocated by ROEHLIG and it is only ROEHLIG that can make them available to the interested party and can perform the transport and the logistic operation being treated here.
14.3. In case of decanting, filling or draining, ROEHLIG will act as agent of that company which effectively fulfils the operation at the end if it is another than that of the Client. ROEHLIG manifests the name, address and telephone number of the aforesaid company before the offer, the booking and the pricing terms are confirmed.
14.4. ROEHLIG reserves its right to proportionate the flexi tank as well as to change or to replace any other equipment, device or utensil of a machine when the circumstances around the logistic operation or the transportation require these considerations but this does not generate any type of liability on the part of ROEHLIG.
14.5. Minimal and maximal parameters of the batch: The Client declares to know the minimal and maximal parameters of the batch of the flexi tanks as well as the minimal and maximal temperatures which can be applied. If the Client does not know these parameters the Client must request them before the flexi tanks are used. ROEHLIG and its principal (the manufacturer of the flexi tank) will be beyond any liability if these parameters are not observed.
14.6. The Client has to provide ROEHLIG a detailed description of the goods which are intended to be filled in the flexi tank and to authorise the operation which will be performed in advance. If the Client does not manifest this in an explicit way it is understood that the liquid is ready to be filled into the flexi tank, otherwise, the Client is responsible for any damages the flexi tank can suffer. Between other goods the use of a flexi tank is specifically prohibited for hazardous materials to which belong radioactive substances, inflammables and/or dangerous materials being qualified by the "Organización Marítima Internacional (IMO)" (International Maritime Organization).
14.7. Once the flexi tank is in use the Client will be obliged to check if it is in an appropriate state for an optimal freight of the goods in question which is also valid for the transport or a logistic operation including the actions of decanting and draining. The Client must immediately inform ROEHLIG in a written

form before the contractual manifested operation is performed about any imperfection or damage the flexi tank could represent and which must be fulfilled in such a way so that ROEHLIG will be able to instruct a manufacturer for a restoring or repair in the shortest possible time.
14.8. The Client must not use, manipulate, install, uninstall, repair, or modify the flexi tank without prior approval and approbation of the manufacturer announced by ROEHLIG. In case of a given approval the Client will be responsible for all following actions as well as the consequences which are not due to ROEHLIG.
14.9. If any complications or obstacles occur during the contractual operation which lead to any type of extraordinary payment not being initially budgeted, ROEHLIG will not settle this before the Client has immediately informed the company about it. Any disadvantages coming out in the moment after the liable party has been identified lead to the same end.
14.10. Provided that the converse happens, if the goods must be withdrawn to a place that was indicated to ROEHLIG and given over there on the road which was indicated to ROEHLIG, the person or organization receiving the goods will be responsible for the freight and the person or organization receiving the goods at the end and unloads them from the vehicle in which they were transported will be responsible as well and ROEHLIG is not obliged to support them with any type of machine or by hand or with any other activities being necessary for the aforesaid operations.

14.11. If the installation of the flexi tank or the freight with the liquid which has to be transported and what was realised and initiated by the Client and, especially by the charterer, its representative or subcontractors is done, ROEHLIG will not be responsible for any type of damage when it was performed in an adequate way related to the container and/or flexi tank, related to special characteristics of the goods being transported and related to the lack of adequate transportation of the container and/or flexi tank, related to the lack of examination by the Client leading to any type of defect, imperfections or circumstances which could be avoided by an examination, related to the fact that the Client did not lock the container or damaged it in any way, and related to not following the specific instructions for the flexi tanks (observation of the parameters of the freight neither to open the left door of the container nor to others).
14.12. If ROEHLIG or one of its agents or subcontractors under contract are charged with additional tasks for the transport which are necessary such as positioning of the flexi tank, its assembly, dismounting, decanting, draining, transhipment, facilitating its accessibility, internal transport to a port or storage, and/or any other activity or task which is related to the flexi tank and, then, during the time in which the goods are situated under the control of ROEHLIG, its agents or subcontractors a case of damage, defect or loss occurs in one of these activities, or in a case in which ROEHLIG was contracted with a transport and there was no knowledge about the applicable freight, ROEHLIG liability is in any case limited to the quantity which results minor to the three following:

a. the value of the damaged goods according to the commercial invoice at the moment of freight; or
b. the sum that results of an application of 500 USD (north American Dollar) for each metric ton of weight of the goods which were effectively lost or damaged; or
c. the quantity of 12,000 USD (north American Dollar) for the flexi tank.
d. These rules of responsibility will be applicable in all contractual and non-contractual complaints.

ROEHLIG will definitely not be responsible for losses being equivalent to 1% of the transported goods neither if the damage or loss is a consequence of its own activities or omissions and performed by a person or an organization not belonging to ROEHLIG nor if the damage or loss is a consequence of a delayed arrival of the goods. If ROEHLIG is made responsible of not having delivered the goods in a reasonable time regardless of the reason its responsibility will be limited to the charter being paid for the phase of the contractual service of ROEHLIG in which the loss or damages occurred or to the sum being drawn-in for already realised tasks in which time the loss or damage happened.

In case of death or physical damage the responsibility of ROEHLIG is limited to 500,000 USD (north American Dollar) for casualty.

14.13. The Client is obliged to defend the interests of ROEHLIG as well as to minimize losses or damages that could happen or are susceptible to occur.
14.14. In case of acts of nature beyond control ROEHLIG is exempted from any liability with respect to damages or loss which is valid for frost, extreme climate, war, hostility, state of siege, quarantine, strikes and other labour conflicts, rebellion, terrorist attacks, epidemic, traffic or freight jams, or any other cause not being under ROEHLIG's control. If one of these circumstances hinders ROEHLIG to finalise its task which was contracted with the Client and its realisation is impossible ROEHLIG will be exempted from the obligation with the Client.

ARTICLE 15 – SEVERABILITY CLAUSE.
If one of these articles of these contract conditions or a part of them should be declared as void, becomes invalid or inapplicable, or it is detected by a judge or another institution being competent and capable that there is an omission of information on ROEHLIG's side, then, the remaining articles still continue to be completely valid and applicable.

ARTICLE 16. APPLICABLE LAW AND PLACE OF JURISDICTION.
These conditions as well as any other agreements being signed by ROEHLIG and any dispute which may arise out of them will be subject to and construed according to the Spanish Law.
ROEHLIG clearly and definitively expresses its intention not to bend or dispute the "Juntas Arbitrales de Transporte" (Common Arbitrational Settlements of Transportation).

Any dispute or action which can arise or be exercised against ROEHLIG, its employees and/or assistants are subject to the Spanish jurisdiction and within its limits to the Spanish Jurisdiction Rules and the Client renounces to any other jurisdictional or procedural rules that might apply.

Signed by:

José Antonio Urritia
Country Manager

These General conditions of Commissioning are registered in the "Registro de Bienes Muebles de Barcelona y su Provincia" (Register of Movable Goods of Barcelona and its Province); sheet XXX, place XXXX, date XXXX, number of predisposition XXXX, sub number XXX.