

GENERAL TERMS AND CONDITIONS CLEANSECURE B.V.

Article 1 Relevance

- 1.1 The General Terms and Conditions of CleanSecure B.V. registered at the chamber of commerce Rotterdam, The Netherlands under number 850990749, hereafter "Supplier", have been established at November 1st 2011 and apply to all Agreements and Activities from that date.
- 1.2 Deviation from the General Terms and Conditions is possible only if and to the extent that Parties have agreed upon it in writing.
- 1.3 The General (Purchasing) Conditions, under whatever name, of the Client shall not apply unless the Parties have agreed upon otherwise in writing
- 1.4 If one or more provisions of the General Terms and Conditions is found ineffective, the remaining provisions will remain effective. Parties commit themselves to replacing the non-binding provisions with such provisions which are binding and, considering the purpose and intent of the General Terms and Conditions differ as little as possible from the non-binding provisions.
- 1.5 In case of disputes regarding the explanation of one or more conditions or in case situations occur which are not covered in these general terms and Conditions, disputes are interpreted in the spirit of the provision.
- 1.6 Supplier does not lose any rights in case she does not strictly enforce compliance to the General Terms and Conditions.
- 1.7 The General Terms and Conditions of Supplier are deemed accepted by the User from the moment the User starts adding data or requesting information to or from Suppliers systems, or upon order-acceptance if delivery of physical goods are involved.

Article 2 Offers

- 2.1 All Supplier's offers are non-binding.
- 2.2 Delivery of goods is ex works Supplier address. In case customer refuses or is not able to accept, supplier stores the goods for account and on full risk of the customer

Article 3 Services

- 3.1 Supplier offers monitoring information of remote tankcleaning-process collected from independent Tanker Cleaning Stations.
- 3.2 Supplier provides and installs measuring devices in participating cleaning stations. In case the User is a TankCleaning-station operator, he is responsible that the measuring devices are properly operated and non-manipulated.
- 3.3 Supplier is at all moments unannounced allowed unconditional and irrevocable consent to access to the measuring devices. If manipulation is detected, supplier is allowed to charge the cleaning station all costs involved for the audit and repair.
- 3.4 Supplier does not influence the cleaning process, and is therefore not responsible for the cleaning process or cleaning results itself.
- 3.5 The User understands that different users add data relevant to him in the Suppliers databases. The User is responsible for providing correct data. Supplier is not responsible for the quality of the data entered by different Users in the system nor for consequential decisions made on base of this information.
- 3.6 Users providing data allow Supplier to use this data for it's commercial services.
- 3.7 User is only allowed to use the information for the meaning it was provided by Supplier. Resell or otherwise distribution of data is strictly forbidden.

Article 4 Suspension, termination and notice

- 4.1 Supplier is allowed to terminate the services at any time with 14 days notice.
- 4.2 Supplier is allowed without prior notice to suspend his obligations or terminate the cooperation if the User does not, or is likely not able to fulfill his obligations partly or in full. In case of suspension, all legal and contractual claims remain valid.
- 4.3 Upon termination or suspension all open claims are immediately due and payable.
- 4.4 In case the User is liable for the cause of suspension or termination, the Supplier has the right for full compensation of both direct and indirect damages.
- 4.5 The supplier is in no way liable for damages caused by the termination or suspension.
- 4.6 In case the User terminates the agreement, Supplier and User shall agree in consultation the collection of Suppliers valuables and proper termination procedure.

Article 5 Payment and collection costs

- 5.1 Data services are based upon Prepayment. User opens a balance from which cost for delivering information is automatically deducted. The User is responsible for keeping a positive balance.
- 5.2 Using a secured webportal, the User has access to an overview of his activities, balance and ability to print invoices. Hardcopy invoices are sent only at demand and against a financial compensation for administration.
- 5.3 Supply of hardware is based upon 14 days payment terms.
- 5.4 In case of default a 1% monthly or statutory interest, whichever is highest, is charged on due amount automatically.
- 5.5 Cost of collection are charged with a 10% surplus administration fee, with a minimum of €50,00 per occasion, toward the User.
- 5.6 Supplier has the right to primarily deduct corresponding costs from payments received, prior to deducting the balance for goods and services delivered.
- 5.7 User has never the right settle outstanding amounts due. Objection to invoices never suspend payment obligations.
- 5.8 Supplier is, unless the parties explicitly agree otherwise in writing, entitled to pledge claims from the User onto third parties.

Article 6 Ownership

- 6.1 Materials supplied remain property of the Supplier until all obligations have been fulfilled by User.
- 6.2 User is not allowed to resell, pledge or use as any security anything which is property of the Supplier.
- 6.3 User will do everything reasonable to protect property of Supplier under his responsibility.
- 6.4 User gives Supplier unconditional and irrevocable consent to access locations where the Suppliers properties remain and take them back.

Article 7 Liabilities

- 7.1 If Supplier is liable, this liability is limited to what this provision is governed.
- 7.2 Supplier is not liable for any direct or indirect damage arisen by incorrect or incomplete data provided.
- 7.3 Supplier is not liable for any consequences of interpretations of provided information.

- 7.4 In any case the Supplier is found liable, This liability is limited to the amount that the insurance company will compensate. The liability is limited to maximal 10x the invoice value of the transaction which caused the damage.
- 7.5 User is liable to Supplier for any damage and indemnifies Supplier for consequential damage caused by intentionally incorrect data entered.
- 7.6 User indemnifies Supplier for possible claims of third parties who claim damage due to the product or services supplied to the User. User will support Supplier both out and in law and do everything that may be expected from him. If the User acts in default, than the Supplier can without prior notice take proper action. All costs and damage incurred to the Supplier and third parties are for the account and risk of User.

Article 8 Non-Disclosure and privacy

- 8.1 Parties agree to hold confidential or proprietary information or trade secrets in trust and confidence and agrees that it shall be used only for the contemplated purposes.
- 8.2 Supplier will secure that data is stored securely in a way that it will never be made available at an aggregation-level that it discloses Users strategic business volumes or trade-patterns to third parties.

Article 9 Intellectual property

- 9.1 Supplier reserves all rights and powers for which he is entitled under intellectual property.
- 9.2 The Supplier has the right to use knowledge, gained in cooperation with User, for other purposes, unless strictly confidential information would be disclosed.

Article 10 Applicable Law and Disputes

- 10.1 The legal relationship between Supplier and User exclusively falls under Dutch law.
- 10.2 All disputes between parties that may arise in respect of any Agreement, will initially be submitted exclusively to the competent court in Arnhem.
- 10.3 This English text of the General Terms and Conditions is binding.

These terms Hr 53722671 have been filed with the Chamber of Commerce Rotterdam (NL) with registration number 850990749