



Ostroplant BVBA.

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GENERAL TERMS AND CONDITIONS OF SALE

By placing an order, the buyer accepts the Ostroplant general terms and conditions mentioned below without reservation. No deviation shall be allowed without Ostroplant's written and prior consent. The general purchase terms and conditions of the buyer may only be opposed to those of Ostroplant if the latter has accepted them in writing. Therefore, in the case of a contradiction between such accepted general terms and conditions and the present general terms and conditions, the latter shall prevail.

1. **Offers:** The dimensions, characteristics and other data concerning the goods offered for purchase in the catalogues, advertisements, websites, images, tenders and price lists are merely indicative notifications. These data shall be binding only insofar as and to the extent which written agreement between parties expressly refers to it.

2. **Prices:** The prices shall be determined in EUR or in the currency of the country of destination. If costs, which influence the price, rise due to circumstances beyond the control of Ostroplant, then Ostroplant shall be entitled to charge the customer an equal price rise, subject to a simple notification.

3. **Guarantees:** Responsibility for the goods sold shall end after the customer has accepted the goods.

4. **Delivery:** The delivery terms mentioned shall, subject to contrary written agreement, be indicative and shall not be binding to Ostroplant.

5. **Empties:** The deliveries shall be done on Danish containers with a valid label, barring any other express agreement. Upon every delivery, it is the CUSTOMER'S responsibility to ensure that Empties are exchanged immediately at the place and time of delivery. Management of the empties is stipulated in the addendum to these general terms and conditions, "Business Arrangements concerning Container Management" and shall form part of these General Terms and Conditions. The latest version is to be found on www.Ostroplant.com/general_terms&conditions/general_terms&conditions_of_sale.pdf

6. **Complaints:** If there is any damage due to transport or shortage the customer must, immediately after the goods have arrived, seek recovery for this from the transporters by making a detailed report on the CMR document. Complaints emanating from visible damage or defects are, upon penalty of disallowance, likewise to be stated in the CMR document and mentioned to the seller per registered post, fax or e-mail at the latest two calendar days after delivery of the goods. Complaints concerning hidden defects are, upon penalty of refusal, to be mentioned to the seller per registered post within eight calendar days after delivery of the goods. In the case of a sustainable and founded complaint concerning defects of the goods delivered, formulated within the abovementioned terms, Ostroplant can, at the most, be liable for compensation of damages equal to the price of the goods concerned. Ostroplant shall not be held liable for any other compensation for damages, nor shall it be possible to apply any other sanction. Every claim for damages shall be supported by evidence, e.g., in the form of photographs. Ostroplant shall, unless otherwise agreed, be expressly excluded from every responsibility for operational or other indirect damage (including damage resulting from loss of earnings).

7. **Payment:** In the absence of an express agreement, payment shall be made thirty days after the date of invoice, net without discount. Lodging a complaint shall not give the buyer the right to postpone payment for the goods. In the event of overdue payments it is our right to charge, without further notice, an additional interest of 7% above the basic interest applied by the Central European Bank. This in accordance with the European Guidelines combating overdue payments that was initiated in Belgium on the 07/08/2002. Moreover, the buyer shall remain responsible for the possible loss of interest as a result of the late payment. If the buyer unlawfully fails to pay the invoice on the expiry day, the amount due shall be augmented with 10% as compensation for damages, with a minimum of EUR 125. The buyer shall be liable for all debt-collection costs.

8. **Termination:** If the buyer does not comply with one or more of his duties, is declared bankrupt, merges, is placed under liquidation or if his assets are fully or partially confiscated, Ostroplant shall be entitled, by law and without prior notice of default, to terminate every purchase agreement - whether it has been partially carried out or not - even if only one of the aforementioned cases has occurred. This shall apply similarly if the credit insurer of Ostroplant advises negatively regarding the buyer. Where the purchase agreement has been terminated, Ostroplant shall be entitled to a fixed compensation for damages equal to 20% of the price of the terminated agreement, without any prejudice to the right of Ostroplant to claim higher compensation for the actual damage which it proves to have suffered and without any prejudice to Ostroplant to reclaim the goods which have already been delivered.

9. **Ownership and harvest proviso:** All goods delivered by Ostroplant shall remain the exclusive property of Ostroplant until they have been paid for in full. All agreements of Ostroplant shall be concluded under an express harvest proviso. Ostroplant can, therefore, under no circumstances, be held liable to carry out its agreements in the case of *force majeure* or crop failure.

10. **Choice of law and legal competence:** In the case of challenges or disputes emanating from or concerning this agreement, Belgian legislation, with the express exclusion of the Vienna Convention, shall be applicable. All disputes pertaining to or in connection with the validity, interpretation or implementation of agreements concluded with Ostroplant shall be submitted exclusively to the competent Courts in Ghent, or, depending on the choice of Ostroplant, the Court competent for the registered office of the buyer.

11. **Purchasing centres:** If the buyer buys on behalf of a third party (e.g., buying centres), the buyer shall herewith confirm that he shall sign all documents (including the current General Terms and Conditions), both for his own account and for that of the third party for whom he performs the relevant purchases at Ostroplant. It is in this context that the buyer undertakes to notify the third party concerned of the agreement(s) involved, and to furnish him with a copy of the current Terms and Conditions. Moreover, the buyer will make sure that the third party strictly complies with all the agreed Terms and Conditions.



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Addendum to the General Terms and Conditions of Sale:
BUSINESS ARRANGEMENTS CONCERNING CONTAINER MANAGEMENT

1. OSTROPLANT deliveries shall be made on official Danish Containers bearing a valid label. These containers, as well as aids such as shelves and extensions, shall hereinafter be referred to as "Empties";
2. The arrangements concerning management of the Empties, laid down in the current document, shall form an integral part of the Ostroplant General Terms and Conditions of Sale, which have been accepted by the CUSTOMER and also, as the case may be, of the purchase agreement with the CUSTOMER.
3. In the case of the incoterms EXW, all empties will have to be exchanged immediately. If there is no other arrangement and they are not exchanged, they will be invoiced separately.
4. **Upon every delivery, it is the CUSTOMER'S responsibility to ensure that Empties are exchanged immediately at the place and time of delivery. These empties will be stacked as shown on the photos inclosed herewith.**
5. Management of the tracking of the Empties shall take place in real time
 - with an exchange of like for like quantities upon delivery;
 - The consignment note (CMR) shall be proof of the tracking of the Empties and of possible discrepancies in containers and other Empty goods. It shall be the exclusive responsibility of the CUSTOMER to check up on the tracking of the empties and, if necessary, to formulate remarks about this on the consignment note. Parties shall agree that the tracking of the Empties and the numbers mentioned on the consignment notes shall, between them, serve as proof of the empties to be returned;
 - If circumstances beyond the control of the CUSTOMER make it temporarily impossible to return the Empties, the CUSTOMER shall notify OSTROPLANT by telephone immediately, and also subsequently in writing;
 - If, for whatever reason, there is no exchange of the correct number of Empties upon delivery, this will show as a balance on the CMR;
 - This balance shall be exceptional in nature; The CUSTOMER shall undertake to restitute the balance upon the first subsequent delivery, in addition to the number of the specific delivery in question;
 - OSTROPLANT shall, if the CUSTOMER himself requests to use the Empties or if the CUSTOMER fails to return the Empties at his own expense within a term of two weeks after a written, registered notice of default by OSTROPLANT, charge compensation according to the rates in the Appendix;
 - Once a year, preferably but not necessarily in June, there is to be a check-up and settlement of any outstanding balance; The balance shall be returned immediately by the CUSTOMER at his expense; If the CUSTOMER is unable to return the balance, these Empties shall be regarded as lost and OSTROPLANT shall draw up an invoice for the Empties at the rates stated in the Appendix;
 - OSTROPLANT shall reserve the right to adjust the rates in the Appendix in keeping with the cost of the Empties; It shall notify the CUSTOMER of possible rate adjustments by publishing the rent prices on its website www.Ostroplant.com/general_terms&conditions/prices_containers.pdf

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Appendix to business arrangements concerning container management**RENT PRICES CONTAINERS**

Rate update: 1 / 8 / 2011

prices subject to changes; see website ->

www.Ostroplant.com/general_terms&conditions/prices_containers.pdf

I. RENT PRICES

(Price per piece and per day, excluding VAT; only workdays shall be counted)

EMPTYES	Rate 1	Rate 2	Rate 3
	(daily rent in EUR/weekday)	(daily rent in EUR/weekday)	(daily rent in EUR/weekday)
CC container	0,15	0,25	0,50
CC shelf	0,025	0,04	0,08
Other	On request	On request	On request

Rate 1 shall apply from January up to and including February and from July up to and including December

Rate 2 shall apply in March and June

Rate 3 shall apply from April up to and including May

II. RATE OF COMPENSATION FOR LOSS

If the CUSTOMER has definitely lost containers / shelves / extensions / etc., OSTROPLANT shall charge the following rates of compensation:

<u>In the case of loss</u>	
CC container (container with label)	85.00 EUR/piece
CC Shelf (shelf container)	10.00 EUR/piece
Container extension	0.35 EUR/piece
Euro pallets	12.50 EUR/piece
hydro-boxes	3.00 EUR/piece