

GENERAL

CONDITIONS OF TRADE

Of the closed limited liability company **Ewals Cargo Care B.V.**, established at Ariënsstraat 61-63, (5931 HM) Tegelen, and of the companies associated with Ewals Cargo Care B.V.

Filed with the Chamber of Commerce and Industry at Venlo, March 17th, 2004 as no. 12025683.

These General Conditions of Trade are known as "*The General Conditions of Ewals Cargo Care*" and may be referred to as such.

GENERAL

Article 1

1.1 For present purposes, "contractor" means Ewals Cargo Care B.V. and each company associated with Ewals Cargo Care B.V.

1.2 Unless expressly agreed otherwise in writing, these conditions apply to all offers from Ewals Cargo Care and/or to agreements made by Ewals Cargo Care with the principals whereby Ewals Cargo Care (contractor) undertakes to supply or to procure the supply, order and/or distribute goods, provide mediation, store goods, supply or hire moveable and immovable property, or services of any other kind whatever.

1.3 For present purposes, "principal" means any person or corporation that has made an agreement with Ewals Cargo Care or wishes to do so and in addition, the latter's representative(s), agent(s), assign(s) and heir(s).

1.4 The application of general conditions used by the principal is expressly rejected.

1.5 It is confirmed between Ewals Cargo Care and the principal that - if a contract is made under the aegis of the present conditions - the latter will also apply to future offers and agreements.

1.6 Failure by Ewals Cargo Care to have recourse to the provisions of these conditions where applicable does not mean that Ewals Cargo Care has thereby waived its right to rely on the present conditions in another case.

1.7 The principal will hold Ewals Cargo Care harmless from third party claims - however named and/or originating - against which third party/parties Ewals Cargo Care may be unable to have recourse to the provisions of these General Provisions of Trade, insofar as such claims would be excluded, had such third party/parties kept to these General Conditions of Trade.

Article 2

2.1 The following general conditions and rules generally observed in the industry concerned, or those taking their place, will apply in addition to these conditions depending on the overall order, works or services of any other kind or any part thereof that may reasonably be regarded as independent, provided that these general conditions of trade do not diverge from those conditions in as many words, namely:

a) - to all carriage undertaken by Ewals Cargo Care whether in the Netherlands or across the border and then as a supplement to the CMR Treaty - the General Conditions of Carriage 2002, filed with the Clerk of the District Courts of Amsterdam and Rotterdam in 2002 (AVC 2002);

b) - to all cross-border carriage by road undertaken by Ewals Cargo Care - the Treaty concerning the International Transport of Goods by Road, in brief the CMR Treaty, made at Geneva on 31 August 1956;

c) - to all carriage of hazardous substances, in addition to the provisions mentioned above - the European Agreement concerning the international transportation of hazardous goods by road (ADR), and - where domestic carriage is concerned - the Provisions concerning the Carriage by Land of Hazardous Substances (VLG), these provisions being appended as a schedule to the Hazardous Substances Regulations (19 April 1968 OJ 207, or any later versions);

d) - to all carriage of sea containers - the Sea Container Conditions of Carriage, filed with the Clerk of the District Courts of Amsterdam and Rotterdam on 4 January 1995;

e) - to all forwarding work, including the procurement of the carriage of goods and the under-taking of air freight work and all other work entrusted to a third party - the General Conditions of the Federation of Netherlands Forwarding Organisations (Fenix), filed with the Clerk of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam on 2 March 1992;

f) - to all work of Ewals Cargo Care in connection with physical distribution - the Physical Distribution Conditions 2000 or any later version, filed with the Clerk of the District Courts of Amsterdam and Rotterdam on 1 September 2000;

g) - to all work by Ewals Cargo Care in connection with the storage and safekeeping of goods - the

Netherlands Storage Conditions filed by Fenex with the Clerk of the District Court of Rotterdam on 15 November 1995;

h) - to all payments for orders placed with Ewals Cargo Care and work undertaken by Ewals Cargo Care - the Transport and Logistics Netherlands General Conditions of Payment, filed with the Clerk of the District Court at the Hague on 1 October 1993;

2.2 If the general conditions referred to in paragraph 1 above are amended, the amended text will then apply as from the date on which such amended general conditions are filed. If one or more of the general conditions referred to in paragraph 1 above are replaced in the way indicated in article 6:214 of the Civil Code by a standard provision or if a standard provision applies instead, the standard provision concerned will apply as from the date on which such provision is announced in the Netherlands Official Journal.

2.3 Ewals Cargo Care is additionally entitled at any time to declare in advance that conditions other than the general conditions referred to in paragraph 1 above apply to a particular order, work or service of any other kind.

2.4 Should the principal and Ewals Cargo Care fail to agree as to which general or standard conditions referred to in this article apply or applied, Ewals Cargo Care will be entitled to decide which general or standard conditions apply or have applied.

Article 3

Unless expressly agreed otherwise in writing, all orders are executed in the sequence to be decided by Ewals Cargo Care, the capacity of the equipment at Ewals Cargo Care's disposal and the degree to which it is employed contributing towards determination of the date on which orders commence and are completed. Ewals Cargo Care is free to decide on the method of executing orders unless expressly agreed otherwise in this connection.

Article 4

4.1 Ewals Cargo Care undertakes to ask the principal for instructions should irregularities arise in the course of works which frustrate the execution thereof, or which prevent the works from being executed further in accordance with the instructions given.

4.2 Costs connected with seeking instructions and the cost of executing the instructions will be refunded to Ewals Cargo Care by the principal.

Article 5

5.1 Ewals Cargo Care is not liable for damage and expenses - however named and/or originating - other than those resulting through wilful act or gross negligence of Ewals Cargo Care, if the principal or any third party, whether or not for a fee,

a) makes use of Ewals Cargo Care equipment and/or personnel;
b) stacks or parks goods on any of Ewals Cargo Care's lands;
c) has asked Ewals Cargo Care to undertake certain work, such work not forming part of any agreements already made, and Ewals Cargo Care has acted in this connection as instructed by or on behalf of the principal and/or such other third party.

5.2 Ewals Cargo Care is not liable for damage and/or expenses - however named and/or originating - if such damage and/or expenses are the result of services, and/or supplies undertaken free of charge, unless the principal demonstrates that the damage and/or costs have originated as a result of wilful act or gross errors by Ewals Cargo Care tantamount to wilful act.

5.3 Ewals Cargo Care relies on all statutory and contractual means of defence that Ewals Cargo Care can invoke to relieve itself of its own liability towards the principal or any third party, also on behalf of its employees and other persons for whose conduct Ewals Cargo Care may be liable by law.

5.4 The provisions of this article do not affect the legal liability of Ewals Cargo Care under provisions of mandatory law.

5.5 The principal holds Ewals Cargo Care harmless against all third party claims - however named and/or originating.

Article 6

On a difference existing between the filed text of these conditions and texts that are differently printed, translated and/or distributed, the filed text alone will apply.

Article 7

7.1 Notwithstanding any provision that may be contained in the general conditions referred to in article 2, all disputes between Ewals Cargo Care and the principal will exclusively be settled by the competent Dutch court in the district of Roermond.

7.2 Dutch law applies to all legal relations between Ewals Cargo Care and the principal.

Article 8

Should Ewals Cargo Care undertake works for the principal on its computers within the framework of its overall service-rendering, Ewals Cargo Care will be liable for loss resulting from the use of a computer (hardware and software) only in the case of gross fault or gross negligence by Ewals Cargo Care, in which cases Ewals Cargo Care's liability per event or series of events will always be limited to 10% of the amount invoiced by Ewals Cargo Care to the principal in that connection per year, subject to a maximum of € 2,500.- per year.

Article 9

Ewals Cargo Care is not liable for loss - however named and/or arising - if:
a) specific space is placed at the principal's disposal in one of Ewals Cargo Care's properties;
b) the principal has free access to such specific space;
c) the principal takes certain action in this specified space of his own accord.

The principal will hold Ewals Cargo Care harmless in this connection against third party claims however originating and/or named.

CARRIAGE

Article 10

10.1 a) Within the scope of cross-border transportation, carriage does not include loading and unloading work and the trailer will be uncoupled and parked as instructed by the principal on the principal's account and at his risk. In addition, the principal is essentially responsible for stowing the cargo except in the case of wilful act or gross fault on the part of Ewals Cargo Care.
b) Ewals Cargo Care will not be liable if loading and unloading work are not included under carriage within the scope of domestic transportation. The principal will then hold Ewals Cargo Care harmless against third party claims however named and/or originating.

10.2 a) Ewals Cargo Care is not responsible for damage arising as a result of the method of loading if the principal offers a container/containers with contents for carriage and the container(s) is/are not loaded by Ewals Cargo Care.
b) Ewals Cargo Care is not bound by the quantity and/or contents as stated by the principal and so indicated in the consignment note if the principal offers goods for carriage which are loaded into a container and/or palletised and/or so packaged that the number of items and/or contents cannot be checked.
c) Ewals Cargo Care is not bound by the number of items and/or cargo manifest and/or contents as indicated by the principal and/or indicated in the consignment note if on loading by Ewals Cargo Care no check can be made and/or checking would appreciably delay carriage - in each case at the discretion of Ewals Cargo Care.

10.3 The principal shall at no time load more or have more loaded than the legally permitted maximum laden weight of the vehicle concerned. The principal will hold Ewals Cargo Care harmless in respect of the consequences and/or damage resulting through overloading if this is caused by or through the actions of the principal.

COMBINED CARRIAGE

Article 11

When Ewals Cargo Care undertakes to execute combined carriage, the generally customary provisions for the part concerned will apply to each part of such carriage, but only and exclusively of such carriage that part is undertaken by Ewals Cargo Care. If that part of the carriage is undertaken by third parties, Ewals Cargo Care will act in that case as despatcher and the provisions of article 2(1)e. of these conditions will apply.

PRICES, OFFERS AND PAYMENTS

Article 12

12.1 All offers by Ewals Cargo Care are made without obligation.

12.2 Ewals Cargo Care's prices are based on the charges, wages, prices and the like applying on the date of the offer or when concluding the agreement or actual services. Should any one of these factors be altered, Ewals Cargo Care will be entitled to adjust the offer and/or agreed price - even with regard to agreements still current - provided that if the prices change within three months following conclusion of the agreement the principal will be entitled to cancel it, in each case unless expressly agreed otherwise. On cancellation, the principal is obliged to pay for the services already rendered.

Article 13

13.1 Ewals Cargo Care's prices include only the cost of carriage from loading point to unloading point(s) unless agreed otherwise.

13.2 Ewals Cargo Care's prices in any event exclude:
- clearing in and out costs;
- VAT;
- levies;
- import duties;

- advance commissions;
- costs connected with preparing customs or other documents.

If separately incurred, these costs will be charged to the principal.

13.3 Ewals Cargo Care's prices are calculated against locations that are easily reached or driven to. If access proves difficult while the order is being executed, Ewals Cargo Care will be entitled to increase the prices with all additional expenses incurred in consequence.

13.4 Invoices are deemed accepted and approved by the principal unless Ewals Cargo Care has received a written objection within eight days following invoice date.

Article 14

Notwithstanding the provisions of the general conditions referred to in article 2(1) above, invoices sent to the principal by Ewals Cargo Care must be paid within a period of 30 days following invoice date.

LICENCES

Article 15

In addition to the terms elsewhere of these general conditions of trade, the provisions of this article apply to all transportation for which special consent or exemption is required from one or more authorities.

a) Ewals Cargo Care will at the principal's request apply for licences or exemptions required to be able to undertake special transportation. The principal will bear the expenses connected with such an application or such licence or exemption.

b) Ewals Cargo Care will in no way be liable if a licence or exemption is not or not correctly or not duly granted, save in the case of gross fault by Ewals Cargo Care.

c) Carriage will not take place if for any reason whatever a licence or exemption required for transportation is not granted; expenses already incurred by Ewals Cargo Care will in that case be refunded by the principal.

d) Ewals Cargo Care will with regard to special carriage abide by all legal rules and requirements and instructions given by the authorities or their officers; additional expense that may result in consequence will be borne by the principal.

REFRIGERATED TRANSPORTATION

Article 16

In addition to the terms elsewhere of these general conditions of trade, the provisions of this article apply to all movements of goods carried in chilled or frozen state or which must otherwise be kept at virtually constant temperature.

a) Before commencing carriage, Ewals Cargo Care or the driver must be given an opportunity to inspect the temperature and quality of the cargo at a number of points - at its/his discretion.

b) Any departure in quality and/or temperature from the provisions of the consignment note and/or other documents associated with the cargo will be entered on the consignment note.

c) Ewals Cargo Care will not be liable for loss of quality and/or quantity or for differences in temperature on delivery of the cargo as against the time of loading in the cases referred to in paragraph (b) above or if Ewals Cargo Care or the driver is or has not been given an opportunity to inspect the cargo and/or check the temperature (especially in refrigerated containers).

CUSTOMS

Article 17

17.1 Customs formalities provided by Ewals Cargo Care are undertaken at the principal's risk and expense. Ewals Cargo Care is liable for the costs and damage resulting from incorrect completion of customs formalities only if the principal demonstrates wilful act or serious fault by Ewals Cargo Care.

17.2 The principal will hold Ewals Cargo Care harmless at all times against claims by the authorities in respect of customs duties, taxes, excise, etc. on goods for which customs formalities have been undertaken by Ewals Cargo Care on instructions from the principal unless the principal demonstrates wilful act or gross negligence on the part of Ewals Cargo Care.

17.3 The Fenex conditions will apply in all cases as stated in article 2 above.

INSURANCE

Article 18

18.1 Insurance of any kind whatever will be obtained only at the principal's risk and expense and only following written instructions and acceptance in writing. Instructions to insure must carefully indicate the risks to be insured against, as the instructions will otherwise be regarded as not given or not accepted. Ewals Cargo Care is entitled at all times to refuse instructions to insure for serious reasons.

18.2 The risk offered will be accepted or refused by the insurer. Ewals Cargo Care has no say in this.