

GENERAL TERMS AND CONDITIONS WINDBREAKER INTERNATIONAL B.V.

These general terms and conditions ("General Terms and Conditions") are used by WINDBREAKER International B.V., established at Van Weerder Poelmanweg 9, 3088 EA Rotterdam, The Netherlands ("WINDBREAKER").

Article 1 - Definitions

Customer the party with which WINDBREAKER contracts;

Parties WINDBREAKER and Customer jointly;

Agreement the sale or lease agreement between WINDBREAKER and Customer;

Containerconnection(s) the Containerconnection(s), the patented equipment to be used for the connection of containers during storage;

Delivery the moment on which the possession or the user right of the Containerconnection(s) is transferred by WINDBREAKER to the Customer under the sale or lease Agreement, or when the Containerconnection(s) is being offered for or is on stand by for such a transfer;

Lease period the period between the date of Delivery and the first day following on the day on which the Containerconnections(s) is received back by WINDBREAKER;

Article 2 - General

1. These General Terms and Conditions govern each offer, agreement, and other legal relationship between WINDBREAKER and Customer with regard to the sale and lease of Containerconnection(s) by WINDBREAKER. WINDBREAKER rejects the applicability of the general terms and conditions of Customer, unless Parties expressly agree otherwise in writing.

2. These General Terms and Conditions also apply to all Agreements with WINDBREAKER for which performance third parties are being (or should be) used.

Article 3 – Offers and Agreement

1. All offers and bids of WINDBREAKER are without obligation, unless the offer or bid specifies a term for acceptance and Customer confirms the acceptance in writing within the set term. The illustrations, specifications, descriptions and numbers in the bids and offers are not binding.

2. An Agreement is only concluded if the Customer signs the order confirmation that was sent by WINDBREAKER or if Parties sign a Sale or Lease Agreement.

3. If a Customer desires special qualities and/or (technical) specifications with an order, Customer needs to expressly agree this with WINDBREAKER in writing. In all other cases, WINDBREAKER delivers in accordance with the quality as described in these General Terms and Conditions.

4. A mixed offer does not obligate WINDBREAKER to any partial delivery of the Containerconnection(s) mentioned in the offer or bid for a corresponding part of the stated price.

5. WINDBREAKER has the right, at its own discretion, to have third parties perform certain work.

Article 4 – Delivery, Inspection and Transfer of risk

1. The delivery periods stated in WINDBREAKER's offers and/or Lease or Sale contracts are indicative, unless expressly agreed otherwise, and do not give Customer the right to terminate the Agreement or claim damages in case of exceeding these delivery periods.

2. Delivery and returning the Containerconnection(s) takes place at the office of WINDBREAKER in Rotterdam, the Netherlands, unless Parties agree otherwise in writing.

3. If the Containerconnection(s) is delivered at another location, WINDBREAKER is entitled to charge transport and delivery cost. Customer needs to provide WINDBREAKER or its transporter with unhindered access to the delivery location concerned and Customer needs to take care of safe (working) conditions at the location. The CMR convention applies and the General Transportation Conditions 2002 additionally apply to all transport of the Containerconnection(s) by or by order of WINDBREAKER.
4. If Customer refuses or is in breach of its obligation to take possession of the Containerconnection(s) within the agreed term after Delivery, WINDBREAKER is entitled to store the Containerconnection(s) at the expense and risk of Customer.
5. WINDBREAKER is entitled to part deliveries of the Containerconnection(s), unless agreed otherwise. WINDBREAKER is entitled to invoice the thus delivered Containerconnection(s) separately.
6. Customer is obligated to inspect the Containerconnection(s) at the time of Delivery, but at least within 2 days after delivery, and to investigate if the quantity and quality of the Containerconnection(s) correspond with what was agreed to. In case of a container interchange, a Container Interchange Report ("CIR") will be drawn up at each transfer (therefore intake as well as issue). If Customer does not perform the inspection, the Containerconnection(s) is considered to be delivered in good condition, or at least in accordance with the concerned CIR. Inspections performed by a third party that was appointed by Parties in joint consultation are binding between Parties.
7. In joint consultation with WINDBREAKER, Customer is entitled to inspect the Containerconnection(s) (or have them inspected) prior to delivery at the location specified by WINDBREAKER. This inspection will be considered to be the delivery inspection as meant in paragraph 6 of this article.
8. WINDBREAKER needs to be notified in writing of possible deficits and visible defects within 3 days after delivery or inspection.
9. If Customer desires to return faulty Containerconnection(s), this is only done after prior written consent of WINDBREAKER and in the way as indicated by WINDBREAKER.
10. This risk of loss of or damage to the Containerconnection(s) that is subject of the Agreement, like as a result of fire, theft, improper use or management is transferred to Customer at the time on which the Containerconnection(s) are legally and or actually delivered.

Article 5 – Prices and Payments

1. All prices stated by WINDBREAKER are exclusive of VAT, changed exchange rates, costs for shipping, transport, packaging, storage and security, levies and taxes, amongst which import and export duties and clearance costs. In case of sale the previous applies in full force with regard to import duties, other taxes and costs that are involved with the import by Buyer of the Containerconnection(s) which had free movement at the time of the conclusion of the Sale Agreement.
2. If WINDBREAKER and Buyer agreed on a fixed price, WINDBREAKER is nevertheless entitled to charge Buyer with any structural change of factors that have an influence on the price, regardless if these changes were foreseeable or unforeseeable at the time of the conclusion of the Agreement. WINDBREAKER will notify Customer prior of such price changes.
3. Payments need to take place within 30 days after the invoice date or within the payment term as agreed by Parties (hereinafter both to be referred to as: "Payment term"), in the way indicated and in the currency invoiced by WINDBREAKER. Objections of Customer with regard to the amount of the invoices do not suspend the obligation to pay. Objections of customers with regard to the amount of the invoices must have reached WINDBREAKER within 7 days after the invoice date.

Article 6 – Payment and Default

1. If Customer is in default of payment within the Payment term, Customer is in default *ipso jure*. In that case and until the moment of complete payment of the amount due, interest of 1.5% per month (part of a month will be considered to be a full month) over the payable amount is due by Customer, unless the statutory interest is higher, in which case the statutory interest is due by Customer.
2. If the customer remains in default to fulfill one or more of its obligations, including but limited to payment obligations. Customer is liable to forfeit an immediately payable penalty of 15% over the payable amount, with a minimum of EUR 250.00 and Customer is furthermore charged with all judicial and extrajudicial collection costs.
3. WINDBREAKER is entitled to have the payments done by Customer reduce the costs in the first place, and next the interest due and finally the principal and the current interest.
4. Customer may not compensate any amount due by Customer to WINDBREAKER with any amounts that might be due by WINDBREAKER to Customer. Customer is also not entitled to suspend payment under the Agreement in connection to any other agreement concluded with Customer.

Article 7 – Warranty and Limited Warranty

1. WINDBREAKER is not the manufacturer or the Containerconnection(s). WINDBREAKER warrants that the Containerconnection(s) will meet the specifications as stated in the concerned offer and the accepted requirements and standards within the branch and that they will have no defects (the “Warranty”) at the time of Delivery. WINDBREAKER warrants expressly no specific quality, function, purpose or application of the Containerconnection(s).
2. The Warranty is expressly limited to the time of Delivery and, if applicable, to the scope and duration that is given by the manufacturer of the Containerconnection(s).
3. If the delivered Containerconnection(s) do not meet the Warranty and if Customer complained within the term set by these General Terms and Conditions, WINDBREAKER will replace or repair the Containerconnection(s), at WINDBREAKER's choice.
4. WINDBREAKER advises its customers to have the Containerconnections replaced every two years because of fatigue.

Article 8 – Liability and Indemnification

1. WINDBREAKER is not liable for damages, neither direct or indirect, including consequential damages such as loss of profit, cargo damage or loss of cargo, missed savings or damages for business interruption, unless such damage is caused by gross negligence or wilful misconduct (“grove schuld of opzet”).
2. Anyhow WINDBREAKER shall not be liable for indirect damages, amongst which consequential damages, loss of profit, loading damages or loss, missed savings or loss due to business interruption.
3. Customer indemnifies WINDBREAKER for all claims of third parties with regard to the (performance of) the Agreement and the use and destination of the Containerconnection(s), in whatever way caused and by whomever.

Article 9 - Nondisclosure

Parties are obligated to maintain confidentiality of all confidential information that they have received from each other or from another source in the framework of the Agreement. Information is considered to be confidential if one party has notified this or if this follows from the nature of the information or Agreement. The obligation under this article applies except for obligatory disclosure of confidential information under any legal stipulation or judgment. The Containerconnection is patented. It is prohibited to copy or forfeit the Containerconnection(s). In case of any proven violation WINDBREAKER will file a statutory claim of EURO 1,000,000.00 per event, notwithstanding WINDBREAKER's right to claim the actual damages.

Article 10 – Suspension, Notice of termination and Termination

1. WINDBREAKER is entitled to suspend the performance of an obligation under the Agreement or to give notice of termination of the Agreement with immediate effect or to terminate the Agreement and to take the Containerconnection(s) back if: (i) Customer is in default to (completely) fulfill any of its obligation under the Agreement or the law; (ii) facts or circumstances that WINDBREAKER has learned of after the conclusion of the Agreement give WINDBREAKER reasonable fear that Customer will not fulfill its obligations; (iii) Customer is in default to give the agreed securities for the fulfillment of its obligations under the Agreement; (iv) Customer is in breach of any legal obligation; (v) Customer is declared bankrupt or if a moratorium is granted or if Customer submits a request thereto, or if Customer's property or the Containerconnection(s) is seized; (vi) Customer uses the Containerconnection(s) or lets the Containerconnection(s) being used for another purpose than intended; (vii) if the Containerconnection(s) were lost, regardless the cause;
2. WINDBREAKER is furthermore entitled to terminate the Agreement (or have it terminated) if there are circumstances that are of such a nature that the performance of the Agreement can no longer be required with due observance of the principle of reasonableness and fairness or if there are otherwise circumstances that are of such a nature that unaltered maintenance of the Agreement can not be expected in reasonableness.
3. If the Agreement is terminated, WINDBREAKER's claims against Customer will become immediately payable. If WINDBREAKER suspends the performance of the obligations, it will maintain its claims under the law and the Agreement.

Article 11 – Force Majeure

Parties are not obligated to fulfill any obligation under the Agreement if they are hindered to do so as a result of a circumstance that is not attributable to their fault nor is attributable to them under the law, legal act or generally accepted practices, including all outside causes, foreseen or unforeseen. If WINDBREAKER has already partly fulfilled its obligations under the Agreement or if it can partly fulfill these at the time of the occurrence of such a circumstance and the already performed or to be performed part can be independently valued, WINDBREAKER is entitled to invoice the already performed or to be performed part separately. Customer is obligated to pay this invoice as if it was a separate Agreement.

Article 12 - Disputes and Applicable Law

Only the judge in the place of establishment of WINDBREAKER has jurisdiction over all disputes concerning the Agreement. WINDBREAKER has nevertheless the right to submit the dispute to another judge competent under the law. Parties will first submit their dispute to the judge after they have done everything to amicably solve the dispute in joint consultation. Netherlands Law applies to each Agreement between WINDBREAKER and Customer.

Article 13 – Applicability and Source

These General Terms and Conditions are filed with the Chamber of Commerce of Rotterdam in a Dutch and English version. The Dutch text is decisive as to the explanation of the content and meaning of these General Terms and Conditions. The last filed version of these General Terms and Conditions always applies.

As far as the Specific Terms and Conditions below do not stipulate more or otherwise, the stipulations of the General Terms and Conditions remain in full force.

Article 14 – Specific Stipulations Sale

1. The delivery period will start at the moment on which WINDBREAKER received payment of the purchase price, unless otherwise stated by WINDBREAKER in writing.
2. Delivery takes place Ex Works or Ex Shed of at WINDBREAKER.
3. Payment of the full purchase price needs to take place prior to the delivery, unless WINDBREAKER specifies otherwise.
4. All delivered Containerconnection(s) by WINDBREAKER remain the property of WINDBREAKER until Customer has completely fulfilled all obligations from the Agreement concluded with WINDBREAKER. Customer is not authorized to pledge or otherwise encumber the Containerconnection(s) that are subject to the retention of title. In case WINDBREAKER wants to exercise the ownership rights mentioned above, Customer gives WINDBREAKER or a third party appointed by WINDBREAKER, at this time irrevocable and unconditional consent to enter all those places where WINDBREAKER's property is located and to repossess such properties.

Article 15 – Specific Stipulations Lease

1. It is possible, in consultation with WINDBREAKER, to make reservations to lease the Containerconnection(s) during a certain period, which then also obligates Customer to lease the Containerconnection(s) during the reserved period, except in case of timely cancellation. A made reservation can only be cancelled in writing, in which case Customer owes WINDBREAKER in respect of compensation of costs made by WINDBREAKER or suffered damages:
 - (i) 50% of the lease price if the cancellation date is less than 4 weeks before the start of the Lease Period;
 - (ii) 80% of the lease price if the cancellation date is less than 2 weeks before the start of the Lease Period;
 - (iii) 100% of the lease price if the cancellation date is less than 1 week before the start of the Lease Period;
2. It is the intent of Parties to only provide Customer with a temporary right to use through the Agreement. The ownership of the Containerconnection(s) will remain at all times with WINDBREAKER. It is Customer prohibited to give the Containerconnection(s) in use by third parties, to pledge or otherwise encumber for the benefit of third parties, unless prior written consent was given by WINDBREAKER.
3. Customer is obligated to treat the Containerconnection(s) during the Lease Period with all due care, at the risk and expense of Customer and to keep the Containerconnection(s) in proper and operational condition, which means, amongst others, that Customer:
 - (i) only uses the Containerconnection(s) within the Customer's normal business operations and for the purpose for which it was leased and according to the nature it is suitable for;
 - (ii) uses the Containerconnection(s) with due observance of the instructions that WINDBREAKER gives the Customer;
 - (iii) is obligated to manage and transport the Containerconnection(s) as recognizable property of WINDBREAKER and not to remove WINDBREAKER's (property) features on the Containerconnection(s) (or have this removed), amongst which it's BIC alpha code;
 - (iv) continually inspects the Containerconnection(s) on their proper and safe functioning and, as far as not agreed otherwise, timely provides for necessary daily maintenance to preserve this proper and safe functioning, such in accordance with the specifications of the manufacturer, if available;
 - (v) takes all reasonable measures to prevent damage to or loss of the Containerconnection(s);
 - (vi) is obligated to observe all current national and international legal, treaty or other regulations with regard to the Containerconnection(s), as well as their use, transport and destination;

(vii) makes sure that ground on which the Containerconnection(s) needs to be placed is level, paved and also otherwise suitable for placement as well as presence of the Containerconnection(s) and takes care of receiving consent for placement from the owner of the location where the Containerconnection(s) will be placed;

(viii) will not place or use the Containerconnection(s) on locations where there is chemical or different contamination of the soil or groundwater. If the Containerconnection(s) is placed on chemically or otherwise contaminated ground in spite of the stipulations above, Customer is obligated to take care of complete cleaning of the Containerconnection(s) before returning them. This obligation also applies if Customer learns of the contamination after start of the Lease Period;

4. If the Agreement does not see in Containerconnection(s) indented for transportation by road, water or open sea, Customer is not entitled to move the Containerconnection(s), unless WINDBREAKER has given written consent. In the event of movement of the Containerconnection(s), Customer is always obligated at WINDBREAKER's first request to immediately notify the destination and/or location of the Containerconnection(s).

5. WINDBREAKER is always entitled to inspect the Containerconnection(s) (or have them inspected) for correct observance of the Agreement by Customer. Customer is obligated to give its cooperation to all these inspections.

6. From the time of Delivery of the Containerconnection(s), the whole risk of loss, perish, damage, recovery and/or repair of the Container will be for Customer's account during the Lease Period, regardless as to the origin of the event or cause, therefore also in case of force majeure and for instance in case of fire, water, storm, molestation, theft, embezzlement or improper use or management of the Containerconnection(s).

7. Customer is obligated to compensate WINDBREAKER for all damages to the Containerconnection(s) arisen from the risks mentioned in the previous paragraph, without prejudice to Customer's obligation to continue to pay the lease price until Customer compensates WINDBREAKER completely for the damages.

8. Customer is obligated to immediately notify WINDBREAKER of any damage, loss or perish of the Containerconnection(s) and furthermore to give WINDBREAKER all cooperation that WINDBREAKER might need in this regard. There is a case of "perish" if the cost of repair of damage to the Containerconnection(s) exceeds, in WINDBREAKER's opinion, the lease market value of the Containerconnection(s) at that time. The Agreement terminates in that case, unless WINDBREAKER puts equivalent replacement Containerconnection(s) at Customer's disposal after the notice of loss or perish of the Containerconnection(s).

9. With regard to the existence of damage to the Containers, as well as its scope and repair measures, WINDBREAKER uses the IICL (Institute of International Container Lessors, Briarcliff Manor, NY, U.S.A.) Standards for Repair and Cleaning as a minimum standard, but WINDBREAKER is entitled at all times to establish otherwise if the damage is larger or if the cost of repair are higher than according to the applicability of the IICL standard.

10. The lease installments are payable on the first day of the month prior to the month to which the lease installments relate to. Customer is obligated to pay the lease installments to WINDBREAKER no later than 5 days after this is due (hereinafter: "Payment Term") in the way and currency as indicated by WINDBREAKER. WINDBREAKER is entitled at all times to claim that Customer provides proper security or surety for the payment of the lease price. In case of default in payment, WINDBREAKER is entitled to choose any of the following options, without prejudice to its right to claim payment of the unpaid Lease Installments increased with interest and costs;

(i) to take measures that result in Customer not being able to use the Containerconnection(s) until the arrears of payments of the due lease installments are paid off completely;

(ii) to consider the Agreement immediately terminated *ipso jure* and to take back the Containerconnection(s) (or have them taken back) at Customer's costs;

11 Customer is obligated to notify WINDBREAKER a minimum of two working days before returning the Containers, at which time WINDBREAKER will determine the place and time of returning, in the absence whereof the Containerconnection(s) shall be returned at the location of WINDBREAKER in Moerdijk, the Netherlands.

12. Customer is liable for all costs which arise from not returning the Containerconnection(s) in a timely manner, calculated pro rata the amount of days that the lease price is due in accordance with the agreed lease price, increased with a penalty payable by Customer of € 250.00, immediately due and payable which is not open to mitigation, for each day per Container until the date on which the Containerconnection(s) are returned to WINDBREAKER. All this without prejudice to the other rights that WINDBREAKER has, amongst which the right to compensation.

WINDBREAKER INTERNATIONAL B.V.

Date: 31 st July 2014