

**GENERAL CONDITIONS
OF SERVICES**

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ARTICLE 1 Definitions

In these general conditions (hereinafter "**General Conditions of Services**" or "**GCS**"), unless the context clearly indicates otherwise, the following terms shall have the meaning set out below:

1. Baltchem:

„Baltchem” Spółka Akcyjna Zakłady Chemiczne w Szczecinie based in Szczecin;

2. Client:

Any legal or natural person or organisational unit without legal personality, which concluded the Agreement (defined below) with Baltchem as well as its legal successors;

3. Parties:

Baltchem and the Client;

4. Operations:

All activities carried out or to be carried out on behalf of the Client by Baltchem or any other entity acting for and on behalf of Baltchem, in particular, such as: storage of Goods (as defined below), making the Storage Area (as defined below) available, receiving deliveries, movement of Goods (including transshipment and pumping of Goods to the Facilities (as defined below), from the Facilities or through the Facilities), improvement, processing, mixing, delivery or handling of the trading and movement of the Goods, preparing documents related to Operations, including records and customs documents, handling customs systems, e.g. SEED, EMCS, etc.;

5. Facilities:

All facilities, offices, buildings, warehouses, tanks, tank terminal(s), berth(s), pier(s), quay(s), platform(s), facilities for mooring, places of loading and unloading trucks and railroad cars, railway sidings, pipeline(s), floating warehouses, at which or in which Operations are or will be carried out, regardless of whether they belong to Baltchem or to another entity;

6. Agreement:

The agreement between Baltchem and the Client, including these General Conditions of Services, concluded in the form indicated in Article 5 below, the subject of which is to carry out one or more of the Operations;

7. Goods:

Mineral oils and petroleum products and other liquids, chemicals, alcohols, slack wax, liquid fertilizers, animal and vegetable fats and other fats and their derivatives, molasses, gases and their derivatives, liquefied, under pressure or semi-frozen or all other items (including in particular the goods, products or raw materials) that have been or are to be entrusted to Baltchem to carry out one or more of the Operations;

8. Pipeline:

A pipe channel designed for pumping the Goods to the Facilities, from the Facilities or

through the Facilities, including all the systems and equipment related to or necessary for their operation, including hoses and connections;

9. Storage Area:

Any area, including its related systems and equipment, which is or will be made available to or used by Baltchem to carry out Operations, including for storing the Goods, including tanks, tankers, barges, road tankers, rail tank cars, hangars, warehouses and any other Facilities, whether or not Pipelines, pumps, their components or fixtures or other devices related to or necessary for their operation are located on such area;

10. Warehouse receipt / confirmation of acceptance:

Every document, numbered, sealed, signed and issued by Baltchem in relation to the Goods and described as a "warehouse receipt" or "confirmation of acceptance", confirming the acceptance of the Goods by Baltchem and indicating the type, quantity and designation of such Goods and material provisions of the Agreement;

11. Holder of the warehouse receipt / confirmation of acceptance or Holder:

Person entitled, on the basis and subject to the provisions of the Agreement, to receive the Goods, having a warehouse receipt / confirmation of acceptance which is a document enabling the disposal of the Goods;

12. Last Holder of the warehouse receipt / confirmation of acceptance:

The person to whom the first warehouse receipt / confirmation of acceptance has been issued, which is a document enabling the disposal of the Goods, and then, if the Agreement and the content of the warehouse receipt / confirmation of acceptance permits the transfer of the warehouse receipt / confirmation of acceptance, another person who holds the warehouse receipt / confirmation of acceptance, which notifies Baltchem of this fact in writing, requesting its treatment as the Holder. It is stipulated that Baltchem will have the right to refuse to treat a person who is not the Client as the Holder, if at the discretion of Baltchem, it will not have sufficient grounds for determining that this person is the owner of the Goods or the person entitled to receive the Goods in accordance with the Agreement;

13. Material Safety Data Sheet:

A document, referred to in Article 31 of the Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94, as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC, referred to as MSDS.

ARTICLE 2

Application of these General Conditions of Services

1. Baltchem will carry out all Operations in accordance with the provisions of the Agreement, including in accordance with the provisions of these General Conditions of Services (unless the Parties expressly limited the application of various provisions of the General Conditions of Services to the Agreement).

2. Unless expressly stipulated otherwise in the Agreement, these General Conditions of Service will apply in connection with the conclusion of the Agreement and will apply to all actions performed by the Parties under or in connection with the implementation of the Agreement, including the activities related to carrying out of Operations.
3. These General Conditions of Services are binding for the Client and are an integral part of the Agreement. In matters not regulated differently by the provisions of the Agreement, the provisions of these General Conditions of Services shall apply.

ARTICLE 3

Implementation of activities other than Operations

1. If, at the request of the Client, Baltchem will undertake on its own behalf or on behalf of the Client activities other than those listed in the Agreement (i.e. activities other than those making up the implementation of the Operations provided for in the Agreement, including in particular the Additional Activities (as defined in Article 6 Section 1 below), for which Baltchem or entities acting for or on behalf of Baltchem (in particular its employees or customs agents, etc.) will be liable to third parties, any liabilities, fees, penalties, claims, costs or damages incurred by these persons, encumbering or imposed on Baltchem (or entities acting for or on its behalf) shall only be charged to the Client. The Client will be required to cover all costs and repair any damage suffered by Baltchem and other persons referred to above.
2. The Client is obligated to cover all costs and liabilities of Baltchem and any entity acting for or on behalf of Baltchem, in the case of any claims of a third party with respect to Baltchem or any entity acting for or on behalf of Baltchem in connection with the Operations performed on behalf of the Client. In particular, the Client undertakes to take, at its own expense and risk, any factual and legal actions to ensure the full protection of Baltchem or entity acting for or on behalf of Baltchem against such claims, including but not limited to, agrees to replacing these entities or in the absence of such the possibility to join on the side of Baltchem or entities acting for or on behalf of Baltchem in any litigation, arbitration or enforcement and other proceedings, and also undertakes to cover all costs and losses on an ongoing basis which they have suffered or which these entities will be required to pay in connection with the investigation of claims against them.

ARTICLE 4

Applicable law

1. To the extent not covered by the Agreement or these General Conditions of Services, the laws of the Republic of Poland in effect at the date of the Agreement shall apply, including in particular the provisions of the Civil Code of 23 April 1964 (i.e. Journal of Laws of 2014, Item 121, as amended), excluding Article 859.4 of the Civil Code.
2. If there are changes in the law during the term of the Agreement, the Parties shall take all measures necessary to take the changes in the law into account in the provisions of the Agreement.

ARTICLE 5

Form of conclusion of the Agreement

The agreement should be concluded in written form. If the Agreement has not been concluded in

written form before transferring the Goods to Baltchem, then it is considered that the Agreement is entered into between the Parties when the Goods will be transferred by the Client to Baltchem, and Baltchem confirms the receipt of the Goods. In such a situation, the Parties will implement the Agreement in accordance with the provisions of these General Conditions of Services. In the confirmation of the receipt of the Goods, referred to above, Baltchem shall confirm the essential provisions of the Agreement.

ARTICLE 6

Performance of Additional Activities

1. If the Client requests carrying out activities / operations related to the Goods, which are not Operations specified in the Agreement ("**Additional Activities**"), and Baltchem agrees to carry out such Additional Activities, then such Additional Activities will be implemented by Baltchem under the terms of these General Conditions of Services for a fee specified by Baltchem and agreed by the Client. The Client is not entitled to claim any compensation in respect of refusal to carry out Additional Activities by Baltchem.
2. Additional Activities, which Baltchem does not wish to carry out, may be, with the prior consent of Baltchem, carried out directly by the Client or by an entity acting on its behalf, under the direct supervision and taking into account the recommendations of Baltchem. In the case referred to in the preceding sentence, the Client will be obligated to pay remuneration to Baltchem for supervision of the implementation of Additional Activities in the amount indicated by estimating (and documented) from operations in which cooperation of Baltchem is required.
3. In any case where it was found that Additional Activities will be carried out by the Client or an entity acting on its behalf, such Additional Activities will have to be carried out under the supervision and in accordance with the recommendations of Baltchem, but the Client and the entity acting on its behalf will be exclusively responsible for their implementation. Baltchem shall not be liable for the implementation of these Additional Activities and recommendations given in connection therewith or relating to their supervision.

ARTICLE 7

Term of the Agreement and the notice period

If the Agreement was concluded for a definite period, then it expires at the end of the period for which it was concluded. If the Agreement was concluded for an indefinite period, then each Party shall have the right to dissolve it with a one-month notice (unless the Parties have agreed otherwise in the Agreement), provided that the declaration of termination of the Agreement cannot be delivered within three months from the its conclusion.

ARTICLE 8

Dissolution of the Agreement with immediate effect

1. If, according to Baltchem, there are significant circumstances described in Section 2 of this Article, requiring any of the following actions, Baltchem in its sole discretion and at any time shall be entitled to:
 - (a) Dissolve the Agreement immediately, without notice, by sending a registered letter to the Client with a statement regarding such a dissolution, or
 - (b) To the extent permitted by mandatory provisions of the law, to terminate or discontinue the performance of Operations specified in the Agreement, in part or in whole, or alternatively to order their suspension or to order their cessation; or

- (c) To demand that the Client receive the Goods before the expiration or dissolution of the Agreement.
2. The relevant circumstances referred to in Section 1 above include, among others:
- (a) If the Client does not act in accordance with or violates any provisions of the Agreement; or
 - (b) If, in connection with carrying out the agreed Operations of or in connection with the presence of goods within the Facilities, there is concern that it may lead to loss of or damage to other Goods or the Facilities or property of third parties or loss of health or life; or
 - (c) If the Goods will or might deteriorate or if such changes occur in them, which in the opinion of Baltchem are a reason to suspect that the quality of the Goods may deteriorate, and the Client does not apply to the instructions issued by Baltchem aimed at preventing or stopping this situation; or
 - (d) If the Storage Area allocated under the Agreement for the Client, in part or in full, will be destroyed by fire or for any other reason, or will be unusable for the implementation of the Agreement; or
 - (e) If the performance of the agreed on Operations or the Goods are or may be the cause of significant deterioration of the environment or threat to life or health within the meaning of the Act of 27 April 2001 Environmental Protection Law (Journal of Laws of 2013, Item 1232, as amended), the impact on the environment in a manner inconsistent with the applicable regulations, including if they can cause a major accident, disturb the balance of nature, exceed the allowed quantities of hazardous substances or a substance which causes risk, etc.; or
 - (f) If Baltchem will be required to undertake actions referred to in Section 1 above by any authorities or authorised entities, including state administration bodies, local government units, law enforcement agencies, courts or other authorised entities or units.

ARTICLE 9
Removal of Goods after expiry / dissolution / termination of the Agreement

1. The Client, in connection with the expiration or dissolution of the Agreement, shall be obligated to remove the Goods. Removal of the Goods must be preceded by returning the warehouse receipt / confirmation of acceptance to Baltchem and payment by the Client of all amounts due to Baltchem from the Client under the Agreement as well as the settlement of all other claims to which Baltchem is entitled to in respect of the Client arising from the Agreement, the amount of which is strictly established. Any potential payments due from other titles, such as potential damages liability, shall not interfere with the removal of Goods in accordance with the present provision.
2. If the Client violates the provisions of Section 1 above, then regardless of redress for such infringement, Baltchem may take all measures permitted by law which it deems necessary (regardless of whether they may be related to the loss or destruction or damage to the Goods), including those described in Article 10 or Article 56 of these General Conditions of Services, in order to obtain by Baltchem of all amounts owed to Baltchem by the Client and the settlement of all claims to which Baltchem is entitled to in

respect of the Client.

3. The Parties agree that Baltchem will not be responsible for any damage or loss that may be incurred by the Client as a result of actions taken by Baltchem mentioned in Section 2 above.

ARTICLE 10
Failure to remove the Goods by the Client

1. If the Client breaches the obligations resulting from Article 8 Section 1c or Article 9 of these General Conditions of Services, then Baltchem, at any time, will have the right to take all measures as may be necessary for the release of the Warehouse Area, including undertake the transfer of the Goods to another Warehouse Area or entrusting the storage of the Goods to a third party, upon written notice sent to the Client at least 14 (fourteen) days before the deadline for removing the Goods. The actions referred to above will be taken on behalf of, the cost and risk of the Client. Notwithstanding the foregoing, in the event of a breach by the Client of obligation under Article 8 Section 1c or Article 9 of these General Condition of Services, Baltchem will also be entitled to take the measures provided for in Article 56 of these General Conditions of Services, i.e. to sell the Goods.
2. Notwithstanding the provisions of Section 1 above, Baltchem will not lose any rights to claim compensation for any damage and costs incurred by Baltchem or by entities acting for or on its behalf in connection with the failure to remove the Goods by the Client.

ARTICLE 11
Special / preventive measures

1. Notwithstanding the provisions of Article 8 of these General Conditions of Services, Baltchem will have the right to immediately take any action it deems necessary (including the destruction of the Goods), acting at the expense and risk of the Client, to prevent the risk of loss or damage to the Goods, the Facilities, Storage Area, or in relation with the occurrence of a risk to third parties and their rights.
2. Baltchem will - if possible - inform the Client about the measures taken referred to in Section 1 above. If the warehouse receipt / confirmation of acceptance, which is a document enabling the disposal of the Goods has been transferred by the Client to another person, the information referred to above shall be communicated by Baltchem also to the Last Holder. Failure to communicate such information will not entitle the Client or the Holder to lodge any claims (including claims for damages) against Baltchem.

ARTICLE 12
Right of early receipt of the Goods

Subject to any specific provisions of these General Conditions of Services or separate provisions of the Agreement, the Client shall have the right, at any time, after payment of all amounts due to Baltchem and the execution of other obligations under the Agreement, including, in particular after ensuring the payment of all statutory liabilities relating to the receipt of the Goods and the production of documents and permits required under the provisions of the law, including tax law concerning the receipt of the Goods, to pick up the Goods under the terms of and subject to the conditions provided for by the Agreement.

ARTICLE 13

Contents of shore tanks

1. Unless stated otherwise in writing by Baltchem under pain of nullity, the maximum permissible weight in a land container (the Facility) will be equal to the volume of water at a temperature of 4 degrees Celsius, with which a shore tank can be filled.
2. Unless stated otherwise in writing by Baltchem under pain of nullity, the remuneration due to Baltchem for storage in a shore tank (the Facility) of the Goods provided by the Client will be payable in such amount as for its complete filling, even if the space of such tank is not partly used because of the maximum allowable weight, referred to in Section 1 of this Article.

ARTICLE 14

Initial inspection of the Storage Area

1. The Client shall be entitled to check the cleanliness, suitability and condition of the Storage Area intended for use in connection with the Goods ("**Inspection**"), before the acceptance of the Goods to the Storage Area. The day, date and rules of the Inspection must be pre-established and accepted by Baltchem. The Inspection may take place only in the presence and under the supervision of a Baltchem employee or other person acting on behalf of Baltchem. The Inspection may take place only after the prior, written request of the Client addressed to Baltchem.
2. If the Client does not send a request to Baltchem to carry out the Inspection, or will not carry out the Inspection on the agreed on date, or fails to file a written objection in relation to the lack of cleanliness or in connection with the suitability or the condition of the Storage Area, which they should be delivered to Baltchem immediately after the Inspection, the Storage Area will be considered by the Parties as clean, suitable for storing the Goods and in good condition.
3. Baltchem will not be liable in any way for any loss or damage resulting from the cleanliness, conditions and suitability of the Storage Area to store the Goods received from the Client, to the extent that such losses or damages arise despite mutual recognition by the Parties of the Storage Area to be clean, suitable for storing the Goods and in good condition. In the case referred to above, the Client has no right to lodge any claims against Baltchem, including claims for damages for the cleanliness, conditions and suitability of the Storage Area to store the Goods received from the Client.

ARTICLE 15

Maintenance, repair and changes in the Storage Area

1. Baltchem or another entity acting for or on behalf of Baltchem will, at any time, have the right to carry out maintenance, repair, administration, inspection or other activities related to the Storage Area, including to perform inspection, maintenance and repair work on the Storage Area, including the installation of equipment, devices or movable property in the Storage Area, if Baltchem it deems is necessary or appropriate, or if Baltchem is obligated to do so under the laws, regulations, rules or instructions issued by the competent administrative authorities or other entities, institutions or individuals who have this right under the generally applicable law.
2. Baltchem shall have the right, if it is deemed necessary, in connection with the activities referred to in Section 1 of this Article, among other things, to transfer – at its own risk and cost – the Goods belonging to the Client to another Storage Area (meeting the requirements specified in the Agreement), even if it has been agreed in the Agreement

that the Goods will be stored and processed in a particular Storage Area. Baltchem, as early as possible, however at least [...] days in advance, will notify the Client of such intended transfer and - if the warehouse receipt / confirmation of acceptance is in circulation - also the Last Holder known to Baltchem. Failure to communicate such information will not entitle the Client or the Holder to lodge any claims (including claims for damages) against Baltchem.

3. Baltchem is entitled to request that the Client pay the full amount of the remuneration due to Baltchem for the provision of storage services of the Goods which have been moved performing the activities referred to in Section 1 and 2 above, irrespective of the fact that during the storage period of the Goods, the Client's Goods have been moved, or as a result of such activities the Client was deprived of possible use of part or all of the Storage Area.
4. The Client shall not be entitled to claim any compensation for any loss or damage which directly or indirectly have been caused by the actions referred to in Sections 1, 2 and 3 of this Article, including the inability of the use of all or part of the Storage Area, regardless of the duration of such a state, or due to moving the Goods.
5. If the activities referred to in Section 1, 2 and 3 of this Article shall be the result of changes to the regulations referred to in Section 2 of Article 4 of these General Conditions of Services, and if the need to carry out the above activities is related to the characteristics or type of Goods stored in the Storage Area, then such activities, including the movement of the Goods, referred to in Section 2 of this Article, shall be carried out only at the expense and risk of the Client.

ARTICLE 16 **Cleaning the Storage Area and restoring** **its original state**

1. The Client undertakes to cover any costs incurred by Baltchem in connection with cleaning the Storage Area used for the storage of Goods in connection with the discontinuation of the storage of the Goods under the Agreement. Additionally, the Client, at the request of Baltchem, will cover any costs incurred by Baltchem related to restoring the Storage Area, which was used to store the Goods, to the state in which it was at the start of storage of the Goods (start of the Operation).
2. The Client shall, at the request of Baltchem made in connection with cleaning or restoring the original state of the Storage Area, immediately provide access, free of charge, to all necessary data, information or documents needed in connection with the implementation of these activities. The Client is obligated to cooperate with Baltchem in terms of the activities referred to in this article.
3. The Parties agree that the removal from the Storage Area or the Facilities of all waste, pollution or other items, substances or materials (collectively, the "**Waste**"), as well as those that have arisen or remain in connection with the cleaning of the Storage Area or the Facilities or after restoring them to their original state, including the remains of materials or water used for cleaning, will be carried out by Baltchem at the sole expense and risk of the Client, or alternatively by the Client or by third parties acting on its behalf. Waste removal and carrying out the activities specified above by the Client or a third party acting on its behalf is possible only with the prior consent of Baltchem and under Baltchem's supervision. If the removal of Waste and carrying out the aforementioned activities is carried out by the Client or on its behalf by third parties, this must be done in

accordance with the requirements of Baltchem and in accordance with all applicable laws and any other applicable regulations.

ARTICLE 17 **Change of the Storage Area**

The Parties agree that if the Storage Area, which was made available to the Client under the Agreement is partially or completely destroyed or became or will become unfit to carry out the agreed Operations (including the storage of Goods) as a result of fire or any other unforeseen events or circumstances, including Force Majeure (as defined in Article 59 below), Baltchem shall not be obligated to provide the Client with another Storage Area, unless the Parties agree otherwise. In the event of the occurrence of the circumstances referred to in the preceding sentence, the Client shall immediately remove the Goods on the terms and within the deadlines agreed with Baltchem. The Client shall not be entitled to any claims for damages as a result of circumstances or events referred to in this article.

ARTICLE 18 **Issuing Instructions**

1. All applications, commands, instructions, notices, requests, notifications and other messages directed to Baltchem by the Client, including those related to the implementation of the Agreement must be filed or submitted in writing to be valid, to the headquarters of Baltchem or to another address indicated by Baltchem.
2. All applications, commands, instructions, notices, requests, notifications and other messages directed to the Client by Baltchem, including those relating to the implementation of the Agreement may be submitted or delivered to the headquarters of the Client or its representative in Poland or another entity acting on behalf of the Client, who contacted the Baltchem on behalf of the Client in connection with the implementation of the Agreement (at the discretion of Baltchem).

ARTICLE 19 **Refusal to accept the Goods**

1. Without prejudice to the provisions of Section 2 of Article 20 and Section 1 of Article 24 of these General Conditions of Services, each time Baltchem will have the right to refuse to accept the Goods or refuse to carry out the Operation, which in the opinion of Baltchem could cause any threat or any damages relating directly or indirectly any person, the Goods, the Facilities or the Storage Area, including any threat to the environment, even if an Agreement has already been concluded in relation to those Goods or Operations.
2. Despite the exercise by Baltchem of the right referred to in Section 1 above, Baltchem has the right to request that the Client pay for the Operations that have been carried out before the receipt of Goods was refused or in connection with which Baltchem entered into any contract, incurred any liability or has taken other steps.
3. In the situation referred to in Section 1 above, Baltchem will not be responsible in any way for any loss or damage arising from the refusal to accept the Goods or refusal to carry out the Operation. The Client has no right to lodge any claims against Baltchem, including claims for damages for the exercise by Baltchem of the right referred to in Section 1 above.

ARTICLE 20
Description of the Goods

1. The Client, immediately after the conclusion of the Agreement, shall provide Baltchem will all necessary information concerning the Goods, including the current Material Safety Data Sheet and provide written descriptions of all the Goods, including a description of their characteristics, kind, quality, composition, temperature, weight, volume, value, source, origin and storage risk classification - and in relation to the Goods in the form of gases, also pressure - and additionally all other relevant (physical) characteristics and data relating to the Goods, as well as their legal status. This provision also applies to any information other than that described above, which may be relevant in connection with the exercise of the Agreement by Baltchem and, in particular, could influence Baltchem's decision concerning the conclusion of the Agreement or the determination of its conditions. In a situation where the specific gravity of any batch of the Goods delivered to the Facilities exceeds 1,000 kilograms per cubic metre, an appropriate annotation will be included in the description of the Goods provided by the Client.
2. Baltchem is not be obligated to accept the Goods or to keep the Goods in the Storage Area if the delivered Goods, in Baltchem's opinion, do not fully respond to the description provided by the Client.
3. The Client is fully responsible for any consequences caused by failure to deliver complete and accurate data and information relating to the Goods.
4. Notwithstanding the provisions of this article and Section 5 of Article 38 of these General Conditions of Services, Baltchem when accepting the Goods into the Facilities will not be responsible at any time for any damages or losses occurring to the Client arising from the nature, characteristics, kind, quality or properties of the Goods.
5. Notwithstanding the provisions of this Article, if Baltchem agrees to accept Goods to the Facilities that deviate from the description referred to in Section 1 of this Article, then all the additional Operations to be carried out in connection with such Goods and all the consequences of accepting such Goods or of such additional Operations will be performed at the sole expense and risk of the Client.

ARTICLE 21
**Client's responsibility for information
provided**

The Client guarantees the accuracy and completeness of the information provided to Baltchem in connection with the implementation of the Agreement. The Client undertakes to cover the full range of all costs, losses and damages, including any costs and losses related to claims of third parties, which Baltchem may incur in connection with the receipt from the Client of incorrect, inaccurate or incomplete data or information, erroneous marking of the Goods, or or incorrect or incomplete instructions. This provision shall apply mutatis mutandis if there are defects in the Goods, materials for packaging or containers for the Goods or the means of transport used to transport the Goods. The Client's obligations arising from this provision exist regardless of whether the Client is liable for the occurrence of events or circumstances which cause its liability as described herein.

ARTICLE 22
Additional requirements for Operations

1. If extraordinary or special method of implementation of Operations are required in order to

implement the Agreement, in particular, extraordinary or special methods of storage or processing of the Goods resulting from the nature, type or characteristics of the Goods that have not been specified in the Agreement, the Client is obligated to immediately notify Baltchem in writing about the necessity of application of such methods. The notification shall contain at least detailed information showing what kind of extraordinary or special methods are required for the implementation of Operations ("**Notification of Additional Requirements for Operations**"). If the Notification of Additional Requirements for Operations was delivered after the conclusion of the Agreement, Baltchem at its sole discretion, shall have the right to immediately dissolve the Agreement or to implement the Operations using methods indicated in the Notification of Additional Requirements for the Operation or analogous methods for the implementation of the Operations (for additional remuneration). In the case of implementation by Baltchem of the Operations in accordance with the methods indicated in the Notification of Additional Requirements for Operations, the Client will be required to cover any additional costs to be incurred by Baltchem in connection with such methods, and pay additional remuneration for Baltchem.

2. Baltchem will not be liable in any way for any loss or damage arising from failure to deliver the Notification of Additional Requirements for Operations to Baltchem, or related to the failure to comply with Notification of Additional Requirements for Operations delivered after the conclusion of the Agreement. The Client shall not be entitled to lodge any claims against Baltchem, including claims for damages resulting from the implementation by Baltchem of the Agreement on the existing conditions which do not include changes in principles of carrying out Operations resulting from the Notification of Additional Requirements for Operations.
3. Baltchem will not be liable in any way for any loss or damage arising from the implementation of the Operations using extraordinary or special methods indicated by the Client in the Notification of Additional Requirements for Operations. The Client shall not be entitled to lodge any claims against Baltchem, including claims for damages resulting from the implementation by Baltchem of these Operations in accordance with the methods indicated in the Notification of Additional Requirements for Operations.

ARTICLE 23 **Place of delivery of the Goods**

1. The Client will ensure that the Goods will be delivered by it or by a third party on its behalf to Baltchem's Facilities or to any other place indicated by Baltchem.
2. If the Parties decide that the Goods will be delivered to a place other than Baltchem's Facilities and then will be transported by or on behalf of Baltchem to the Facilities under the Agreement, then all the costs associated with such transport of the Goods will be covered entirely by the Client, in accordance with the rates normally applied for these activities by Baltchem.

ARTICLE 24 **Conditions of the Goods at the moment of release**

1. If the Goods are delivered in damaged or defective condition or do not meet the requirements under the Agreement (including do not match their description provided by the Client) or the Goods will be delivered in a manner that prevents Operations to be carried out by Baltchem or will be delivered by means of transportation that prevent Operations to be carried out, then Baltchem will have the right to refuse to accept the

Goods.

2. The Parties agree that if any of the circumstances set out in Section 1 above occur, entitling Baltchem to refuse to accept the Goods, Baltchem, regardless of the right to refusal referred to in Section 1 above, shall have the right to accept the Goods and take the steps necessary to secure the Goods or take other steps to allow Operations to be carried out. The steps referred to above will be taken at the sole expense and risk of the Client.
3. In the situation referred to in Section 1 above, Baltchem will not be responsible for any loss or damage arising from the refusal to accept the Goods or from accepting the Goods. The Client will have no right to lodge any claims against Baltchem, including claims for damages for the exercise by Baltchem of the right referred to in Section 1 and 2 above.
4. In the cases referred to in Sections 1 and 2 of this Article, Baltchem shall inform the Client without delay about the action taken in accordance with Sections 1 or 2 above. Baltchem will not be responsible in any way for any loss or damage arising from failure to notify the Client, referred to in the preceding sentence. The Client shall not be entitled to lodge any claims against Baltchem, including claims for damages in this respect.

ARTICLE 25
Means of transport and packaging of
the Goods

1. The Client will ensure that the means of transport, the packaging materials and containers used for the delivery or unloading of the Goods will be solid, clean and airtight, complete with all necessary accessories, and appropriate for the given type of Goods, as required by applicable law or administrative bodies or institutions, and appropriate for the proper implementation of the Agreement by Baltchem and for carrying out the Operations.
2. If the means of transport, packaging materials or containers are not, according to Baltchem, in good condition or not appropriate for the given type of Goods or do not meet the requirements referred to in Section 1 above - then Baltchem will be entitled to refuse to accept the Goods or to accept them into its Facilities at the sole risk and expense of the Client.
3. If during the term of the Agreement, after the acceptance of the Goods by Baltchem, Baltchem becomes aware of information - regardless of source - that the means of transport, packaging materials or containers used for the Goods do not meet one or more of the requirements mentioned above in Section 1, the Client will be obligated to request Baltchem to immediately remove and collect these Goods.
4. The Client shall bear all costs and cover all losses and damages suffered by Baltchem due to the fact that the given means of transport, packaging materials or containers did not meet any of the requirements referred to in Section 1 above.
5. Acceptance or use of such means of transport, packaging materials and containers related to the Goods will not be considered as recognition by Baltchem that the above requirements have been met by such means of transport, packaging materials and containers related to the Goods.

ARTICLE 26
No encumbrances on the Goods and
liabilities relating to the Goods

1. Unless explicitly stated otherwise in the Agreement, the Client will ensure that the Goods delivered to Baltchem are free from any encumbrances, including property rights and claims of third parties, and will ensure that in relation to the Goods and the actions relating to these Goods (including, in particular in connection with the release of the Goods to Baltchem and in connection with the release of the Goods by Baltchem), all contractual and statutory obligations are paid (including any taxes, duties, fees, freight charges, etc.). Encumbrances and obligations referred to above shall hereinafter be referred to as "**Encumbrances**" and "**Obligations**"). If the Agreement does not provide that the Goods will be subject of any Encumbrances, then all amounts and obligations that must be paid or fulfilled to remove the Encumbrances will be paid or otherwise fulfilled by the Client before the release of the Goods by Baltchem. In the event of a breach by the Client of the obligations referred to above, in order to ensure that the Goods are free from Encumbrances or breach of an obligation to ensure that all obligations are settled in a timely manner, Baltchem will be entitled to demand payment by the Client of the amount corresponding to the value of the obligations, which should be paid by the Client in order to ensure that Encumbrances are lifted and the Obligations are fully paid. The provision shall apply mutatis mutandis to the receipt of the Goods from Baltchem, therefore Baltchem may require, in order to release the Goods, documenting the fulfilment of the obligations referred to in this provision.
2. If the Agreement does not expressly provide otherwise, Baltchem is not required, despite the signed Agreement with the Client, to accept into its Facilities any Goods, in a situation where such Goods are subject to any Encumbrances and in a situation where any Obligations have not been paid in relation to the Goods.
3. Regardless of the provisions of Section 1, the Client will be obligated to cover all the costs and to the payment of all sums which Baltchem actually bear or will pay in connection with the existence and the removal of (payment) of Obligations or Encumbrances, to the extent that they exceed the amount paid by the Client in accordance with Section 1. This obligation applies regardless of whether the Goods are still on the premises of the Facilities.
4. Baltchem shall not be responsible or obligated to seek reimbursement, collection and settlement of any amounts related to Obligations and Encumbrances, which were overpaid in connection with the Goods.
5. If, in connection with the existence of Obligations or Encumbrances, Baltchem deems it appropriate to initiate and conduct any proceedings, including, in particular, proceedings before the courts, administrative authorities or tax proceedings, or deems it necessary to take other legal actions or proceedings, all costs associated with such activities, including costs related to legal services or tax services or other services provided to Baltchem by third parties (consultants) will encumber only the Client, and activities referred to above will be performed at the sole expense and risk of the Client. This provision shall apply mutatis mutandis in a situation in which the activities referred to above are taken at the request of the Client. The Client will provide Baltchem or third parties (consultants) indicated by Baltchem with any powers of attorney and authorisations necessary for the implementation of the provisions of this Section 5.

ARTICLE 27

Statutory obligations

1. If, in connection with the implementation of the Agreement, in particular in connection with carrying out Operations or taking any action relating to the Goods, any statutory

obligations arise on the side of Baltchem, including the obligation to pay any statutory obligations (such as, in particular customs duties or excise duties or fuel fees), the Client in the period required to allow Baltchem for timely fulfilment of statutory obligations will provide all information and documents required by Baltchem to fulfil the above statutory obligations, including in connection with the preparation and submission of the relevant declaration and payment by Baltchem of amounts required to settle these obligations. This provision is without prejudice to the obligations of the Client arising from Article 26.

2. The Client will be responsible for the accuracy and completeness of the information referred to in Section 1 above.
3. The Client will be responsible for any delay in the delivery of all or part of any of the information referred to in Section 1 above.

The Client is obligated to cooperate, provide explanations and answers to Baltchem in connection with the fulfilment by Baltchem of statutory obligations referred to in Section 1 above.

ARTICLE 28
The moment of acceptance of the
Goods to the Facilities and release of
the Goods from the Facilities

1. It is agreed that the Goods are considered to be in Baltchem's Facilities or Storage Area and therefore are accepted for storage by Baltchem, at the time described in the paragraphs below:
 - (a) If the Goods are pumped from ship tanks - after the passage of the Goods through the flange of the Pipeline belonging to Baltchem, connected to the ship's collector;
 - (b) If the Goods are delivered by pipeline belonging to entities other than Baltchem - after passing through a valve placed between such pipelines and the Pipeline belonging to Baltchem;
 - (c) If the Goods are delivered by ship and unloaded in a different way than described in Paragraph (a) of this Section - after the Goods have been placed in the Facilities belonging to Baltchem (in the Storage Area);
 - (d) If the Goods are delivered by rail or by road: After passing through the connection with the means of transport located in the Facilities belonging to Baltchem - in the case of unloading by means of pumps, and in the case of any other method of unloading, immediately after they are unloaded from the means of transport and placed in the Facilities (in the Storage Area).
2. It is considered that the Goods have left Baltchem's Facilities and therefore have been released by Baltchem:
 - (a) If the Goods are sent in ship tanks: after they have passed the flange of the Pipeline belonging to Baltchem connected to the ship's collector;
 - (b) If the Goods are sent by pipeline belonging to entities other than Baltchem: after passing through the valve placed between the Pipeline belonging to Baltchem and the first aforementioned pipeline owned by an entity other than Baltchem;
 - (c) If the Goods are sent by ship and unloaded in a different way than described in Paragraph (a) of this Section: after the Goods have been physically removed from the Facilities (from the Storage Area);
 - (d) If they are shipped by rail or by road: in case of their loading by means of a pump, after they have passed the connection on the premises of the Facilities with the means of transport - in the case of loading by means of a pump, and in the case of any other method of loading, when they have been loaded onto or into the means of transport.

ARTICLE 29
Arrival of ships and vehicles

Baltchem may, in its sole discretion, accept or reject the request of the Client for consent for docking the ship at the Facilities for purposes of delivery or receipt of the Goods to or from the warehouse or their transshipment to other means of transport.

ARTICLE 30
The order of handling ships and vehicles

1. Ships and other means of transport will be handled in the order in which they respectively arrived to or docked along Baltchem's Facilities.
2. However, Baltchem reserves the right to deviate from the order referred to in Section 1 of this Article, if necessary in the implementation of appropriate regulations or instructions of the customs or port authorities or other authorities, or if it considers it appropriate to improve the functioning of the handling of vehicles and ships, or for other reasons, which Baltchem deems relevant.
3. Baltchem shall not be responsible at any moment for payment or covering any claims of the Client or third parties related to the departure of the order referred to in Section 1 of this Article.

ARTICLE 31
Late or irregular delivery or receipt of the Goods

1. If it has been agreed between the Parties under the Agreement that the Goods will be delivered or sent within a specified time or at specified frequency, and yet the Goods are not delivered or sent in the appropriate period agreed by the Parties or with an appropriate frequency agreed, then the Client will pay all related damages and costs incurred by Baltchem, in particular damages and costs resulting from claims of third parties. In the situation referred to above, Baltchem will not be obligated to reserving Storage Area for the Goods of the given Client.
2. If the Goods are not received at the time agreed by the Parties, Baltchem, without prior notice to the Client, shall have the right to take any measures that may be required to free the Storage Area, including the right to send the Goods or to commission their sending and to place them in storage to a third party, at the expense and risk of the Client, and may also apply the provisions of Article 56 of these General Conditions of Services, without prejudice to what is provided for in Section 1 of this Article.

ARTICLE 32
Consequences of delay or inability to carry out Operations

1. Baltchem shall not be responsible at any moment for any delays, downtime, damage or expenses caused in connection with the operation or functioning of the quays, piers, docks or if the places of loading or unloading turn out to be unfit for use, are being used or are already reserved, for any reason, regardless of whether the arrangements for the Client's access to these Facilities have been made by the Client in advance, and the

competent persons responsible for ships and vehicles or other means of transport were informed in advance about these circumstances.

2. Notwithstanding the provisions of Section 1 above, the Client will be responsible for any consequences of failure to deliver the Goods at the time agreed with Baltchem, including, in particular, will cover all related damages, costs and fees (including demurrage charges).
3. If the ships or vehicles or other means of transport do not arrive to the Facilities at the time set by the Parties or, for reasons not attributable to Baltchem, cannot be handled within the agreed timeframe or in accordance with the Agreement (including in accordance with Article 36 below, Baltchem - whether it is the result of acts or omissions of the Client, its staff, workers, representatives or third parties or the effect of Force Majeure (as defined in Article 59 below) - will be entitled to claim compensation and require covering the costs and payment of the related fees, in particular demurrage charges and compensation for delays or inability to carry out Operations.

ARTICLE 33

Removal of ships and means of transport from the Facilities

1. The Client is obligated to ensure that any means of transport, including ships or vehicles will be removed from the Facilities immediately after they finish loading or unloading, or at any other time specified by Baltchem - if Baltchem deems it necessary in connection with safety requirements, if it is required by the law or the instructions of port authorities or other bodies, or justified by the needs of the proper functioning or is associated with other causes, legitimate in the assessment of Baltchem.
2. If the means of transport, in particular a ship or a vehicle is not removed at the first request of Baltchem, addressed to the Client or entity acting for or on behalf of the Client (e.g. the captain of the ship or the driver of the vehicle), then - regardless of whether this condition is the result of acts or omissions of the Client or entity acting for or on its behalf, and regardless of whether it is the result of Force Majeure, as referred to in Article 59 below - the Client shall bear all the related damages and costs incurred by Baltchem and Baltchem will have the right to remove such means of transport from the Facilities, or order their removal, at the sole expense and risk of the Client.

ARTICLE 34

Instructions for loading and unloading

1. If the loading or unloading of the Goods to or from the means of transport, including ships or other means of transport will be carried out by Baltchem, the Client will have to ensure that Baltchem receives complete written instructions on how to load and unload the Goods sufficiently in advance. If at the time of delivery, the Goods (cargo) consist of several lots, the Client will be required to provide instructions to Baltchem for each lot separately.
2. If the Client does not provide adequate instructions referred to in the preceding section under the conditions specified above, then it will be responsible to Baltchem for any consequences of failure to provide information and additionally will cover all costs that Baltchem may incur in the case of claims lodged against Baltchem by third parties which may result from Baltchem not receiving these instructions.

ARTICLE 35

Temperature and pressure of the Goods

The Client is obligated to guarantee and will be responsible for the fact that the Goods which need to be pumped (i.e. Goods in the form of liquid or gas) will have at the time of their unloading such temperature - and in the case of gas as also such pressure - and will be in such state, which will allow to carry out the Operations without any hindrance in accordance with the principles of safety, the law and Baltchem's guidelines.

ARTICLE 36

Rules for pumping the Goods during loading and unloading

1. As part of the Operation of loading or unloading the ships, the Client will be responsible for and will ensure that: (1) The ship has been docked alongside the quay specified by Baltchem, after Baltchem confirms readiness to deliver or collect the Goods (cargo), (2) activities related to the loading or unloading of the Goods to or from the ship, including the activities relating to the connection and disconnection of hose, taking samples and examining them, will be started immediately after docking and will be implemented continuously, without interruption or delay, day and night, including Sundays and public holidays in force in Poland and extra days off from work (after obtaining all required approvals) until the Goods (cargo) are properly loaded or unloaded. The Client is obligated to cooperate with Baltchem in the implementation of the Operations and adhere to Baltchem's guidelines related with these activities.
2. In connection with Section 1 above, the Client will be responsible for and will ensure that during the unloading of the Goods, the ship will operate at maximum pumping efficiency allowed for ships of similar size and capacity, taking into account the receipt capacity of the Pipeline, or other Facilities, including the Baltchem tank terminal, and maintaining the relevant technical requirements and regulations, as well as safety rules applicable in relation to the Goods or the given Facilities and other systems.
3. If the rate of pumping of the Goods is less than the rate required under Sections 1 and 2 of this Article, then - regardless of the reasons for this reduced pumping rate - Baltchem, regardless of the powers under Article 32 of these General Conditions of Services, shall be entitled to: (1) Charge the Client with fees or costs related to the additional time that is required for the loading or unloading of the Goods, or (2) - to stop the loading or unloading of the Goods, and to appoint another date for such loading or unloading. The Client will cover all damages and costs resulting from the need to take the actions referred to above by Baltchem.
4. If the Parties do not agree on the required speed of unloading of the Goods or the required speed of pumping of the Goods, Baltchem shall be entitled, after consultation with the Client and with its consent, and in case of lack of consent of the Client, after one week from the date on which the incompatibility (dispute) referred to above occurred, to unilaterally appoint an expert who will give an opinion on the subject of the dispute. The costs of such an opinion will be borne by the Party, whose position in the this matter is rejected or which differed more from the result indicated in the expert's opinion.
5. The provisions of this Article shall apply mutatis mutandis to the unloading or loading of other Goods to or from means of transport other than ships.

ARTICLE 37
Working hours

1. All Operations carried out by Baltchem will take place during normal working hours in force in Baltchem. In the event that the Client requests carrying out Operations outside of these hours, the decision whether to satisfy this request will belong to Baltchem.
2. If in connection with the applicable provisions of law, as a result of decisions or instructions of the relevant authorities, due to unforeseen circumstances, or due to the Goods or the Client's interests, according to Baltchem the Operations must be carried out during working hours other than those established by Baltchem, then Baltchem will be entitled to carry out these Operations outside normal working hours.
3. Any additional costs resulting from carrying out the Operations outside normal working hours specified by Baltchem will be covered by the Client.

ARTICLE 38
Inspection of the Goods

1. Baltchem will be entitled, but not obligated, to measuring, counting, weighing and carrying out any tests to determine the nature of the Goods delivered to its Facilities.
2. Baltchem will also have the right to verify the data received from the Client, in particular by counting, weighing or measuring the Goods or examining their nature.
3. At all times, Baltchem will have the right, but not the obligation, to open packages or containers, and also to take samples from them and to subject them to analysis or to orders such an analysis, if there is any doubt as to whether their content was properly described by the Client.
4. If Baltchem, in each of the cases referred to in Sections 2 and 3, has concluded that the quantity, weight, dimension or characteristics of the Goods have been, in part or in full, erroneously specified by the Client, the costs associated with such inspection shall be borne by the Client. Baltchem shall not be liable for any loss or damage that may arise in the course of or in connection with such inspections.
5. Baltchem shall not be liable at any time for the consequences of incorrect or incomplete description of the Goods received from the Client.

ARTICLE 39
**Counting, weighing and measuring of
the Goods**

1. The Parties shall be bound only by the results of the counting, weighing or measuring of the Goods that has been carried out by Baltchem using storage tanks with a valid verification certificate or, appropriately, truck or rail weigh bridges or other measuring systems. Baltchem may order the operations referred to above to an independent company, however, unless the Parties agree otherwise, the costs of the services referred to above shall be borne by the Client. With respect to the liquids or gases, which are delivered to or sent from the Facilities for any purpose other than transshipment, the Parties shall be bound by the results of tank measurements carried out after such liquids or gases have completely settled in the tanks.
2. The data obtained through counting, weighing or measuring in terms of quantity, gross

weight or volume of the Goods can be used by Baltchem to calculate the remuneration due to Baltchem in connection with the Operations carried out.

3. The Client, or an entity designated by the Client will have the right to participate in the counting, weighing and measuring, either personally or through its designee.

ARTICLE 40

Place of storage, Operations and transfer of the Goods

1. Baltchem will have the freedom to choose the place where the Goods are stored and where the Operations are carried out, regardless of whether such place is located within the Facilities belonging to Baltchem or beyond.
2. Baltchem will be entitled to transfer the Goods to another Storage Area, provided that such a Storage Area in the assessment of Baltchem is suitable for the type of Goods to be transported there.
3. Baltchem shall promptly notify the Client and, if the warehouse receipt / confirmation of acceptance has been issued as a document enabling disposal of the Goods and is in circulation - also the Last Holder (known to Baltchem), about the transfer of the Goods referred to in Section 2 above. Lack of or delay in sending such notice will not entitle the Client or the Holder to lodge any claims against Baltchem.

ARTICLE 41

Storage and processing in the common Storage Area

1. If in accordance with the provisions of the Agreement, the Goods shall not be separately stored or processed, Baltchem will be entitled to pump the Goods, referred to, or part thereof to a shared Storage Area and to store and process them with the Goods belonging to other clients, provided that in the assessment of an expert appointed by Baltchem, all Goods stored in the shared Storage Area are of the same quality and the same type and have the same CN code.
2. Baltchem will have the right to release the Goods stored in the shared Storage Area, and the Client will not be entitled to the claim on this basis that it has not received the Goods, which were originally transferred to Baltchem.

ARTICLE 42

Allocation of losses, residues and costs in case of use of the common Storage Area

If the Goods from various clients were or are stored or processed in the common Storage Area, then handling, losses due to evaporation and drying and the loss of weight as well as the costs associated with the removal and possibly the destruction of garbage, sludge, residual gas, condensed water and other waste, depending the case may be, shall be borne by the clients in the proportion determined by Baltchem. Determining this proportion, Baltchem will apply the criterion of the amount of the Goods of the given Client held and the duration of the Operations carried out for that Client, in relation to all the Goods stored in the common Storage Area. This provision shall apply mutatis mutandis in relation to charging the Client with the costs of the allocation of losses in the Goods carried out by Baltchem, and the allocation of the costs referred to above.

ARTICLE 43
The use of the Storage Area for other
types of Goods

1. The Client shall not be entitled to use the Storage Area or to cause that the Storage Area is used for other types of Goods than those agreed with Baltchem, unless this is done with the written consent from Baltchem and additional conditions indicated by Baltchem are met. If the Client determines that it is necessary to remove garbage or other Waste or that the Storage Area should be cleaned, treated with steam, oiled or painted, such activities will not be allowed without prior consent from Baltchem.
2. In the event of obtaining such consent, the activities referred to above will be carried out by Baltchem or assigned to third parties at the expense and risk of the Client.

ARTICLE 44
Information about the Goods

Any information about the Goods will be transferred by Baltchem to the Client or a person authorised by the Client. Baltchem will have the right to request that the person requesting information about the Goods shows on the basis of documents delivered to Baltchem that he is the owner of the Goods or a person authorised to receive information relating to the Goods.

ARTICLE 45
Release of the Goods by Baltchem

1. The Goods can be released after the receipt by Baltchem of a written request from the Client or a person authorised by the Client, together with documents confirming the right to make such a request and the authorisation of the persons signing the request, which Baltchem will requests.
2. If a warehouse receipt / confirmation of acceptance has been issued in relation to the Goods, then the release of the Goods should be preceded by the return for such a warehouse receipt / confirmation of acceptance to Baltchem.
3. Baltchem shall be entitled, but not obligated, to request that the person who requests the release of the Goods, regardless of the presentation of documents and information referred to in Section 1 and 2 above, documents their right to receive the Goods, shows that the conditions to release the Goods to that person are met, documents the fact of complying with the regulations related to the receipt of the Goods and that the person has ensured or secured, to the satisfaction of Baltchem, the fulfilment of statutory obligations related to the reception of the Goods.
4. In the event of releasing a part of the Goods by Baltchem, in respect of which a warehouse receipt / confirmation of acceptance has been issued, such release will be documented in the content of the warehouse receipt / confirmation of acceptance returned to Baltchem. The warehouse receipt / confirmation of acceptance containing the annotation referred to above will be re-issued to the Holder. Baltchem, in its sole discretion, instead of annotating the old warehouse receipt / confirmation of acceptance, may issue the Holder a new, updated warehouse receipt / confirmation of acceptance.
5. Baltchem will be entitled, but not obligated, to verify the signatures are on the statements, instructions and other documents presented.

6. Baltchem may suspend the procedure of releasing the Goods until receipt of all documents and statements required under the Agreement.
7. Notwithstanding the provisions of Sections 1 and 2 of this Article and Article 55 of these General Conditions of Services, the release of the Goods by Baltchem should be preceded by the fulfilment by the Client of all the obligations under the Agreement, including in particular the payment by the Client of all amounts owed to Baltchem under the Agreement.
8. If a part of the Goods is released - if Baltchem agree to release such Goods before payment by the Client of all amounts due under the Agreement, the remaining part of the Goods remaining in Baltchem's storage will be used as security for the unpaid amounts due to Baltchem.

If the warehouse receipt / confirmation of acceptance has been issued as a document enabling the disposition of the Goods and provides for the possibility of its transfer by Client to another person, designated by endorsing the document or in any other manner provided for in the document, then the person entitled under the warehouse receipt / confirmation of acceptance presented to Baltchem will be the person who can use this document to identify themselves as having the rights resulting thereunder. Regardless of the receipt of the warehouse receipt / confirmation of acceptance, in connection with the procedure of releasing the Goods, Baltchem may request additional documents or statements referred to in this Article 45 or ones demonstrating compliance with the requirements referred to in this Article 45.

9. In the case of total or partial loss of the Goods due to fire or any other cause, as well as in case of destruction of the Goods by Baltchem, in accordance with Article 11 of these General Conditions of Services, the date of such loss or destruction of the goods, depending on the case, shall be deemed to be the date on which the Goods were released.

ARTICLE 46

Making the Storage Area available to third parties

1. The Client will not make the Storage Area available and will not express consent to the use of the Storage Area in any other way by third parties, either in part or in whole, without the prior consent of Baltchem expressed in writing.
2. If Baltchem gives the consent referred to in Section 1 of this Article, it shall be entitled to change or establish the conditions governing the given Operations, along with changing the rates and charging additional costs.
3. The consent referred to in Section 1 of this Article shall in no case be granted until the date on which Baltchem comes into possession of a written statement of such third party, prepared in the form and with the content approved by Baltchem, stating that it agrees to all the terms of the Agreement concluded by Baltchem with the Client and other conditions and requirements referred to in Section 2 of this Article and that it agrees that Baltchem will be entitled, in connection with any claim of Baltchem towards the Client, to exercise the rights under the Agreement, including the rights referred to in Article 56 of these General Conditions of Services, in regard to all the Goods, debts and other property of such third party that are held or stored by Baltchem or to which Baltchem is entitled.
4. The Client will be responsible for the acts and omissions of the third party, referred to above, as for its own, and will bear full responsibility to Baltchem for losses, damages and

costs which may arise from making the Storage Area available or from its use by third parties referred to in this Article.

ARTICLE 47
Issuance of warehouse receipts /
confirmations of acceptance

1. After handing over the Goods for storage by Baltchem and confirmation by Baltchem of the conformity of the description of the goods presented by the Client with the facts, Baltchem may, at the request of the Client, issue a warehouse receipt / confirmation of acceptance. If the Agreement expressly so provides, the warehouse receipt / confirmation of acceptance may be issued by Baltchem as a document enabling the disposal of the Goods.
2. If the warehouse receipt / confirmation of acceptance is issued by Baltchem as a document enabling the disposal of the Goods, then it must contain an explicit statement confirming this fact. Warehouse receipts / confirmations of acceptance constituting documents enabling the disposal of the Goods should also specify the rules and restrictions for transferring them to other persons, in particular, should provide that the transfer of the Goods to the purchaser is subject to the fulfilment by the purchaser of requirements resulting from the law regarding the marketing of the Goods, in particular the possession of the required permits and licences. In the absence of express reservation in the content of the warehouse receipt / confirmation of acceptance that it is a document enabling the disposal of the Goods, and if the content of the warehouse receipt / confirmation of acceptance does not contain the requirements referred to in the preceding sentence, the given warehouse receipt / confirmation of acceptance is not a document allowing the disposal of the Goods.
3. Baltchem may refuse to issue a warehouse receipt / confirmation of acceptance, if the Client violates any provision of the Agreement or when there are compelling reasons for such refusal.
4. If the warehouse receipt / confirmation of acceptance is a document enabling the disposal of the Goods, it may be issued, at the choice of Baltchem, as a personal document or a document on demand.

ARTICLE 48
Loss of warehouse receipts / confirmations of acceptance

1. The provisions of this Article 48 apply only in respect of warehouse receipts / confirmations of acceptance which are documents enabling the disposal of the Goods.
2. If the warehouse receipt / confirmation of acceptance has been lost and Baltchem has been informed of this fact by registered letter - in which the content of the warehouse receipt / confirmation of acceptance it given - Baltchem, if such a request has been made in the content of the letter and if Baltchem has no grounds to call into question the legality of this request, at the expense of the person who made the request, shall place two announcements at intervals of fourteen (14) days, in the newspaper chosen by Baltchem, so that the persons entitled under the given warehouse receipt / confirmation of acceptance immediately report at Baltchem's office.
3. If no one, apart from the applicant, referred to in Section 1 above, reports at Baltchem's office within fourteen (14) days after the date of the second press announcement, then

Baltchem will be entitled to issue to the person who made the request referred to in Section 1 of this Article, a duplicate warehouse receipt / confirmation of acceptance, marked with the word "Duplicate". The issue of such a duplicate may be conditioned by Baltchem by the demonstration by the applicant of the rights to the Goods and the absence of breach of the Agreement by the Client. Notwithstanding the foregoing, if the person requesting the issuance of a duplicate warehouse receipt / confirmation of acceptance is not the Client, then, Baltchem may require that the application be accompanied by the request of the Client concerning the issue of such a duplicate and confirmation by the Client that the requester is the owner of the Goods or is authorised to request the release of the Goods based on another legal title.

4. As a result of issuing a duplicate warehouse receipt / confirmation of acceptance, the original warehouse receipt / confirmation of acceptance will not be recognised by Baltchem.
5. Baltchem is not responsible for any loss, damage, costs of issuing a duplicate warehouse receipt / confirmation of acceptance, in particular, Baltchem is not be responsible if it turns out that a person other than the person to whom the duplicate warehouse receipt / confirmation of acceptance has been issued is entitled to the Goods. A person for whom the duplicate warehouse receipt / confirmation of acceptance was issued will cover all costs associated with the adoption by Baltchem of activities leading to the issuance of a duplicate warehouse receipt / confirmation of acceptance.

ARTICLE 49

Transfer of ownership of the Goods

1. If a person other than the Client is the owner of the Goods, as a result of the sale of the Goods or for other reasons, the owner of the Goods shall be entitled to request the release of the Goods by Baltchem, provided that there is no breach of the agreement by the Client, in particular under the condition of fulfilment by the Client or assurance of the fulfilment by the Client of all obligations relating to the payment to Baltchem. This provision shall apply mutatis mutandis in a situation in which the person entitled to receive the Goods (subject to the restrictions in this regard under the Agreement), but who is not the owner of the Goods, is a person other than the Client. Regardless of the request for the presentation of the documents referred to in Article 45, Baltchem, for the release of the Goods, may require confirmation by the Client of the ownership of the Goods or the right of another person to collect them.
2. The Client is obligated to immediately notify Baltchem, in writing, of any intended transfer of ownership of the Goods or transfer of the right to receive the Goods (subject to the restrictions in this regard under the Agreement). Unless the Agreement expressly provides otherwise, the Client undertakes not to transfer the ownership of the Goods in respect of which Operations are carried out, in any way other than by the purchaser entering into the obligations of the Client under the Agreement (at the written consent of Baltchem) or transfer by the Client to such person of the rights and obligations under the Agreement (at the written consent of Baltchem). The disposal made in violation of this provision will be ineffective in relation to Baltchem.
3. Notwithstanding any other provisions of these General Conditions of Services, the acquisition by any person of the right to request the release of the Goods by Baltchem, will depend, at the discretion of Baltchem, on such person entering into the obligations of the Client under this Agreement (at the written consent of Baltchem) or transfer by the Client to such a person of the rights and obligations under the Agreement (at the written consent of Baltchem).

4. Baltchem will not be obligated to release the Goods if the legal title to the Goods (including the right to request the release of the Goods) of the persons to whom they are to be released raises doubts or is not properly documented or other requirements under the Agreement are not fulfilled, including in particular the requirements resulting from Article 45.
5. Until the receipt of the Goods and fulfilment by the Client of all obligations under the Agreement or until the transfer by the Client of all the rights and obligations under the Agreement (in the manner and subject to the conditions provided for by the Agreement), the Client remains responsible to Baltchem for all obligations under the Agreement.
6. The Client authorises Baltchem to carry out the activities provided for in the Agreement in respect of the Goods, including in particular those related with the change of place or rules for the storage of the goods or the disposal of the Goods for and/or on behalf of the Client. The Client shall ensure that Baltchem's rights referred to above will not be prejudiced by any disposal made by the Client in regard to the Goods or the right to receive the Goods exercised by the Client, and the assignee of the rights to the Goods (including the right to receive the Goods) will agree for Baltchem to take any action relating to the Goods provided for in this Agreement.

ARTICLE 50
Disputes concerning the ownership and
seizures of the Goods

1. If the ownership or the right to receive the Goods released to Baltchem in accordance with the Agreement is the subject of a dispute, or if a third party claims it has the right to the Goods, or if the Goods have been seized, Baltchem shall have the right to retain the Goods in question until the dispute is finally settled by the relevant body (court). In connection with the seizure of the Goods, Baltchem will abide by the judgements issued by the bodies or persons carrying out such activities.
2. Baltchem will have the right to protect its interests in connection with the dispute or seizure, referred to in this Article, by obtaining legal aid or taking legal action involving the initiation of legal proceedings. The costs of the actions referred to above will be covered entirely by the Client.

ARTICLE 51
Insurance of the Goods

1. Unless the Agreement provides otherwise, the Client will ensure that the Goods are insured for the entire duration of the Agreement against the risk of loss and other risks customarily covered by insurance in accordance with market practice, for an amount not lower than their market value. Baltchem shall be entitled to require the presentation of evidence of insurance, referred to above, in connection with entering into the Agreement, as well as before and during the implementation of the Operations. Notwithstanding any other provisions of the Agreement, Baltchem is entitled to refuse to accept the Goods, and to refuse to carry out certain Operations, in a situation in which the Client has failed to demonstrate that it meets the requirements and performs the obligations described above.
2. If it has been agreed in writing between Baltchem and the Client that Baltchem will insure the Goods, then Baltchem shall have the right, in its sole discretion, to conclude an

insurance contract relating to the Goods (acting on behalf of the Client or on behalf of itself), or to cover the Goods under existing insurance. Baltchem will be entitled, at its discretion, to make all the arrangements with the insurer(s), including arrangements relating to the conditions of insurance and rules for the payment of insurance premiums and insurance benefits. The value of the Goods given by the Client in connection with the release of the Goods to Baltchem will be accepted as the value for insurance purposes. Baltchem will not be held liable towards the Client for the terms of the agreements concluded with the insurer(s), for the performance by the insurers of the agreements concluded with Baltchem or with its participation, nor for the solvency of the insurer(s). For the avoidance of doubt, the so-called mediation by Baltchem in the insurance of the Goods referred to in the Agreement will not cover Baltchem taking any actions which constitute insurance mediation within the meaning of the Insurance Act of 22 May 2003 (Journal of Laws of 2013, Item 950, as amended).

3. In any case in which the Goods have been insured through Baltchem, on its behalf or on behalf of the Client, Baltchem will be entitled to receive insurance benefits and to settle them in relation to any amounts due to Baltchem from the Client, on any basis. The amount remaining after such settlement received from the insurance will be paid to the Client. Baltchem, at any time, will have no obligation to pay any amount to the Client in excess of the amount that it received from the insurer(s), after deducting any costs and net of any amounts which are due to Baltchem from the Client on any basis.
4. If, in the event of damage or loss of the Goods due to fire or any other cause, Baltchem's support in determining the loss or damage is indicated or necessary, then such support will be provided for payment by the Client of remuneration agreed, and covering any related costs. Baltchem will be entitled to make the provision of the support for the Client, referred to above, dependent on the payment by the Client of any payments due to Baltchem from the Client, including fees and expenses referred to in this section.
5. Unless otherwise agreed, the insurance provided through Baltchem will be contracted for the monthly periods and will be renewed every month (for the next calendar month). Such insurance will expire at the end of the calendar month in which a request for its dissolution was provided by the Client to Baltchem (assuming that such a request will be submitted no later than the twentieth day of the month, and when if it is delivered after the twentieth day of the given month, then it will be treated as delivered on the first day of the following month) or, at the end of the month in which the Goods have been received from Baltchem. In the case of receipt a part of the Goods, the Client will be obligated to notify Baltchem about the amount it wants to insure the remaining Goods for. In the absence of such notification, Baltchem will be entitled to reduce the amount of insurance, at its own discretion.

ARTICLE 52

Access to the Facilities

1. Baltchem, during the applicable normal working hours, will allow access for the Client and persons specially authorised by the Client, to the place where Operations are carried out, provided, however, that all persons present in the Facilities, including the personnel of ships and vehicles that arrived or are in the Facilities will strictly observe and adhere to the rules, regulations, measures and instructions issued by or on behalf of public administration authorities or by Baltchem.
2. All persons who enter the Facilities or who board the ships docked next to the Facilities will do so at their own risk, even if this is done with the consent of Baltchem or under the supervision of Baltchem. Baltchem shall not be liable at any time for any damages or losses suffered by any person who entered or enters the Facilities or the ships. The

above provision shall apply mutatis mutandis in respect of vehicles in which persons enter into the premises of the Facilities. The Client will cover all the costs that Baltchem may incur in connection with claims of third parties referred to above.

3. The Client shall be liable for all damages or losses incurred by Baltchem, its staff or third parties, caused by any act, neglect or violation of obligations by whoever, regardless of whether they are employed by the Client or not, acts on behalf of the Client and is present in the Facilities or on board of ships docked by the Facilities. The Client will cover all the costs that Baltchem may incur in connection with claims of third parties referred to above.

Baltchem will be entitled at all times to refuse access to the Facilities to the persons who are deemed undesirable by Baltchem, or to remove such persons, or order their removal, from the Facilities.

ARTICLE 53

Rates / fees

1. The Client shall pay remuneration to Baltchem for services performed under the Agreement, based on the conditions and at the rates in force in Baltchem. In connection with the conclusion of the Agreement, Baltchem will inform the Client about the rules for calculating remuneration and its rates. In the Agreement, the Parties may set different rules for the calculation by Baltchem of the remuneration for specific Operations from those indicated below.
2. The rates or fees set in the Agreement will apply only to those Operations that are specified in the Agreement.
3. All costs - regardless of whether they were included in the Agreement or in these General Conditions of Services - that are incurred in connection with Operations, Goods or unloading and loading of the Goods (in particular, port fees and wharfage, etc.) will be borne by the Client and will be calculated at standard rates or fees in force in Baltchem.
4. As regards the delivery or shipping of bulk Goods, unloaded or loaded onto ships, depending on the case, Baltchem's rate or fee will be determined on the assumption that the Goods are delivered to or received from the flange of Baltchem's pipeline connected to the ship's collector, as described in Article 28, Section 1a or Section 2a, depending on the case, of these General Conditions of Services.
5. Any rents, charges for storage and additional costs will be paid to Baltchem throughout the period in which the Storage Area, to which these charges relate, is made available by Baltchem to the Client, regardless of whether the Client uses this area or not.
6. Any rents, charges for storage, the cost of heating and cooling costs, insurance premiums and costs, as well as fees for failure to meet the guaranteed flow capacity of the Facilities will be charged for full months, assuming that any part of the month in which such costs occurred will be counted as a full month.
7. As part of the settlement with the Client, Baltchem will not be required at any time to receive payments from third parties, which are payable to the Client from such third parties, and to deduct them from the Client's receivables from Baltchem.
8. If the costs of carrying out the Operations by Baltchem will increase substantially due to changes in the costs of running its business or changes in exchange rates, changes in laws, rules, regulations and instructions referred to in Article 4 of these General Conditions of Services, or due to any other factor, on which Baltchem has no effect, including changes in the port regulations, changes in the laws or their interpretations

(including tax laws, customs laws and regulations on environmental protection), then Baltchem has the right to change the rates or fees previously agreed with the Client. Such changes will take effect immediately and will be considered as part of the concluded Agreement (not requiring the signature of a document amending the Agreement), and Baltchem will inform the Client about their introduction.

9. Any payments made under or in connection with the Agreement shall be increased by the value-added tax (VAT) and other taxes required by law and calculated by Baltchem in connection with its operations, which may be imposed during the term of the Agreement and after its completion.

ARTICLE 54 Payment terms

1. The Client shall have unlimited liability in respect of all amounts payable to Baltchem under the Agreement.
2. The invoice provided by Baltchem will be paid to Baltchem without any discount or the possibility of a deduction within fourteen (14) days after the date of its issue or at any other time agreed in the Agreement between the Parties. If any payment period is exceeded, the Client will pay Baltchem interest for the delay, calculated for each started day of delay from the date of payment maturity, equal to three percent (3%) above the interbank market interest rate for one-month deposits applicable for a given currency, as published by Reuters news service or other source indicated by Baltchem. The interest rate specified is calculated for each day of delay (not annualized).
3. Baltchem will be entitled to charge the Client with all judicial and extrajudicial costs including attorneys' fees, costs of debt collection and recovery incurred in connection with the investigation of claims against the Client. If there is a need to take the steps referred to above concerning debts, in regard to the Client, regardless of the payment obligation referred to above, Baltchem shall additionally charge the Client with a fee of 15% of the value of the claim brought against the Client.
4. If the Client is insolvent or, begins negotiations with one or more creditors regarding changes of the debt repayment policy due to financial difficulties, as well as in a situation in which the Client will be in default of its obligations to Baltchem, ceases its activities, or - in the case of legal persons - if liquidation processing have been initiated, any amount that the Client has or will have to pay Baltchem, shall become due immediately - without prior notification to the Client.
5. The Client will be considered as defaulting on the Agreement or on the provisions of these General Conditions of Services in a situation where it breaches its obligations towards Baltchem, particularly in a situation in which it is late with any payment to Baltchem. The Client shall be considered as defaulting on the Agreement (breaching the Agreement) also in a situation in which criminal proceedings, proceedings under the Fiscal Offences Act, tax proceedings relating to the obligation to pay VAT or excise duty or other similar proceedings have been initiated against the Client, the members of its organs or its other representatives or assets.
6. Baltchem will be entitled at any time - even before the start of Operations - to demand payment in advance or the establishment of security in relation to all or part of the amounts which the Client is obligated, may be obligated or will be obligated to pay to Baltchem under the Agreement, including on the basis of Article 61 of these General Conditions of Services.

ARTICLE 55
Lien and the right to keep property

1. Baltchem, in order to secure the claims for the costs of storage and incidental dues, for reimbursement of expenses and costs, in particular of carriage and customs duties, for reimbursement of advances granted to the holder and any other claims arising under the Agreement, shall have a statutory lien on the things put in store, while they are located in its premises or the premises of a person who holds them on its behalf, or until it can dispose of them under the documents.
2. Baltchem shall not be obligated to release the Goods, or any other property or rights in a situation in which the Client is in arrears with the implementation of obligations to Baltchem, particularly in a situation in which the Client is late with any payments to Baltchem.

ARTICLE 56
Sale of the Goods

1. Notwithstanding the provisions of Article 55 of these General Conditions of Services, Baltchem will be entitled, acting in the name of the Client or in its own name but on behalf of the Client, to sale or to order the sale of the Goods entrusted to it in the manner and under conditions which Baltchem deems appropriate, based on sale agreement concluded as a result of accepting an offer, negotiation, auction or tender or in any other manner permitted by law, at the expense of the Client, and to recover from the profits under this sale all amounts owed to it by the Client, if:
 - (a) The Client does not receive the Goods that have been entrusted by it to Baltchem by the deadline specified in the Agreement, including in particular in connection with the expiration of the Agreement or the occurrence of circumstances referred to in Article 31 of these General Conditions of Services, or in the event of any of the essential circumstances referred to in Article 8 Section 2 of these General Conditions of Services;
 - (b) The Client fails to comply with the Agreement and, in particular is delayed in the payments to Baltchem under the Agreement.
2. If in the opinion of Baltchem, as a result of the sale of the Client's Goods, the costs of such sale may exceed the amount obtained therefrom, or if no buyer is found, then Baltchem will be entitled to remove the Goods or order their removal and destruction. In this case, the Client will cover the costs of removal or destruction of the Goods (including for the avoidance of any doubt, will cover the amount of tax liabilities).
3. In case of selling the Goods, Baltchem, after satisfying all the costs of the sale, including the payment of tax liabilities associated with such sale, as well as covering all the claims against the Client, will return the remaining part of the amount received from the sale to the Client.

ARTICLE 57
Liability and risk of the Client

1. Subject to generally applicable laws, all Operations will be carried out at the expense and risk of the Client.

2. The Client will be responsible and will cover all damages, costs and losses incurred by Baltchem or third parties that have been caused as a result acts or omissions of the Client relating to the Agreement or acts or omissions of individuals acting on behalf of the Client or that have been caused by the Goods.

ARTICLE 58
Liability of Baltchem

1. Baltchem shall not be liable for any damage or loss of the Goods before these Goods reach the Facilities or after the Goods leave the Facilities, in accordance with Article 28 of these General Conditions of Services.
2. Baltchem, at any time, shall not be liable for any damage or loss of the Goods or for claims of third parties arising in connection with carrying out the Operations on behalf of the Client in open Facilities or in the open air, nor will be liable for the loss of the Goods or claims in relation to the Goods as to which the Operations may be carried out only in the open Facilities or in the open air.
3. Baltchem, at any time, shall not be liable for any damage, loss, claims of third parties, fines or costs arising in any way, which are the result of Force Majeure.

ARTICLE 59
Force Majeure

1. The following facts, regardless of their source, shall constitute a Force Majeure:
 - (a) Any defect, hidden defect or natural properties of the Goods, changes in the quality of the Goods caused by expiration, isomerization, polymerization or other (chemical) reactions, the formation of deposits, chipping, evaporation, condensation, mould, fermentation, rust, gasification, drying, weight losses, loss of water of crystallization as a result of weathering, coagulation, freezing, melting, leaking, loss of weight, deterioration, damage caused by rats, mice, insects or other pests, damage caused by other Goods, as well as defects, hidden or not, in the Storage Area, piping, pumps, piers, foundations, etc.
 - (b) Regulations or projects or instructions of public authorities or government, mobilization, war, requisition, quarantine, epidemics, difficulties in access to the port or ports of shipment, prohibitions or restrictions on the import-export and transit, orders relating to assets, strikes, work-to-rule, occupation, blockades, lock-outs, non-standard high prices, sabotage, riots as a result of the uprising, looting, stoppages in the supply of electricity and other similar circumstances;
 - (c) Fire, smoke, explosion, water used to extinguish fires, atomic nuclear reactions, bursting of pipes, flooding, broken dams, storms, thunderstorms, dangers at sea, ship drifting, damage caused by aircraft, snow, ice, a direct threat caused by ice, obstacles in loading or obstacles in the transport routes, land or water, that lead to the Baltchem Facilities, defects in materials used for packaging, defects in containers or means of transport, delays in the supply of the Goods to the Baltchem Facilities, missing or late delivery of materials for packaging, containers or means of transport, interfering with any Operation, regardless of its nature, both inside and outside the Baltchem Facilities.

- (d) Any other circumstances which Baltchem could not escape, could not have prevented or could not have predicted, that prevent or substantially hinder the performance of the agreement by Baltchem.
2. Baltchem shall not be held liable for breach of the Agreement as a result of or in connection with the occurrence of Force Majeure.
 3. Notwithstanding the preceding section, Baltchem shall have the right, during or after the termination of the Force Majeure, however, during the term of the Agreement, to carry out its duties. If the costs of the implementation of the commitments will be increased to such an extent that in the opinion Baltchem, the costs of implementing the Agreement cannot be fully covered by the revenues from the Agreement, Baltchem shall be entitled to demand payment from the Client of that amount - determined by Baltchem - which will be needed to ensure coverage of the costs with the revenues referred to above.

ARTICLE 60 **Limitation of liability**

1. Baltchem's liability under the Agreement is limited to a maximum amount equal to the value of the Goods damaged, lost or destroyed, determined at the date of damage, loss or destruction, whereas, for the purposes of this provision, the value of the Goods, referred to above shall not exceed the equivalent of five hundred US dollars (\$500.00) in Polish currency (calculated at the average exchange rate published by the National Bank of Poland as applicable on the date of settlement of claims) for every 1000 kg of damaged, lost or destroyed Goods, and cannot exceed in respect of one event or sequence of events arising from one and the same reason, the equivalent of five hundred thousand dollars (\$500,000.00) in Polish currency (calculated at the average exchange rate published by the National Bank of Poland as applicable on the date of settlement of claims).
2. Baltchem shall be liable only for actual damages (*damnum emergens*) resulting from the breach of the Agreement by it or related to the execution of the Agreement and shall not be liable for loss of profits (*lucrum cessans*).
3. If more than one entity entitled to compensation lodges a claim, the amount of compensation due, calculated subject to the limitations resulting from the Agreement, will be divided between such entities in the proportion corresponding to the amount of damage suffered by each of them.

ARTICLE 61 **Third party claims**

1. The Client will pay all costs that Baltchem may incur in connection with claims by third parties against Baltchem arising out of or in connection with the Operations or related to the Goods.
2. To the extent in which any obligations are to be paid by Baltchem in the name of or on behalf of the Client (including regarding the Goods such as, *inter alia*, the obligations associated with the introduction of the Goods on the market), then before accepting liability for the payment of such obligation, Baltchem may require payment by the Client in the amount corresponding to the amount of payment referred to above, and which Baltchem will have to make. The Client will cover all costs and damages and losses incurred by Baltchem in connection with making obligations referred to above in the name

of or on behalf of the Client.

ARTICLE 62
Force Majeure – the Client

If the Client is unable, due to Force Majeure, to fulfil its obligations under the Agreement, Baltchem, upon the termination of such Force Majeure, will have the right to require their implementation, even if in the meantime the Agreement has expired or has been dissolved.

ARTICLE 63
Expiry of claims

1. All claims against Baltchem and against its staff, employees, subcontractors, agents and representatives or other persons who are employed by Baltchem or have been engaged by it, to cover losses, damages, claims by third parties or other costs, will be submitted in writing to Baltchem not later than at the time at which the Goods have left Baltchem's facilities, within the meaning of Article 28 Section 2 of these General Conditions of Services.
2. If the damage, or alternatively partial or total loss of the Goods has been report to the Client by Baltchem, the Client may submit a claim to Baltchem, in writing, within one (1) week after Baltchem notified the Client of such damage or the partial or total loss, however, not later than one day after the time when the Goods have left Baltchem's Facilities within the meaning of Article 28 Section 2 of these General Conditions of Services.
3. Claims against Baltchem or against the entities listed in Section 1 of this Article, in any case, shall expire at the end of one (1) year from the date of the event which gave rise to such claim.

ARTICLE 64
Waiver of claims

1. No consent, nor an expressed or implied waiver by Baltchem of the right of redress for breach of the Agreement shall be construed as consent or waiver of any other rights of Baltchem available to it in regard to the Client or others.
2. If one of the Parties waives the claims arising in connection with the violation of the Agreement by the other Party, it does not mean, nor will it be construed as a waiver of any claims arising from future violations, regardless of whether they have the same nature as violations, which the waiver concerns.

ARTICLE 65
Scope of exemptions

The provisions concerning exemptions from liability and limitations of liability applicable to Baltchem in accordance with the Agreement shall apply mutatis mutandis to the staff, all subcontractors, agents and persons acting in connection with the conclusion or performance of the Agreement on behalf of Baltchem, as well as persons hired by it.

ARTICLE 66
Compliance with regulations

1. The Client shall comply with the provisions of every law, regulation, other laws or

regulations (including regulations relating to statutory obligations), in force at any given time and affecting the Agreement, and shall provide all the necessary documents (including in particular documents confirming the absence of tax arrears) and shall obtain all required consents or licences, in relation to the Agreement and shall exercise all the statutory obligations in a timely manner, and shall secure Baltchem against possible fines, penalties and losses incurred due to such breach of a law, regulation or rule.

2. Notwithstanding the provisions of Section 1 of this Article, if a public authority will require the installation of fixed elements in the Facilities or any part thereof to prevent or reduce emissions of smoke, dust, vapours or other substances into the atmosphere, Baltchem will carry out such installation and shall the Client shall reimburse Baltchem for the actual cost of the installation within 15 (fifteen) days of receipt of the relevant invoice.
3. The Client agrees that any such fixed elements, equipment or appurtenances installed in the Storage Area, either at the request of the Client or at the request of the administrative bodies, by Baltchem, will be owned by Baltchem, regardless of whether such fixed elements, equipment or appurtenances have been financed directly or indirectly by the Client.

ARTICLE 67 **Applicable law and copies of the Agreement**

1. The Agreement (including these General Conditions of Services), as well as the conclusion and implementation of the Agreement will be subject to the laws of the Republic of Poland.
2. The Agreement will be prepared in two languages with the proviso that in case of discrepancies the Polish version shall prevail.

ARTICLE 68 **Arbitration**

Any dispute arising out of the Agreement or arising in connection with it shall be settled by the Court of Arbitration at the Polish Chamber of Commerce pursuant to the Rules of this Court in force at the date of filing the petition.

ARTICLE 69 **Announcements**

The Client shall not be entitled to release or make any public statement or announcement in connection with these General Conditions of Services or the Agreement without the consent of Baltchem for the submission of such statement or announcement. However, this is without prejudice to the Client's right to make statements that are necessary in accordance with applicable law.

ARTICLE 70 **Transfer of rights or obligations, deductions**

1. Neither Party may transfer the rights and obligations under the Agreement to a third party without the prior written consent of the other Party. However, Baltchem will be entitled to transfer, without obtaining any consent, its rights and obligations under the Agreement to the entity which is an affiliate of Baltchem within the meaning of accounting regulations, including, in particular, a subsidiary of Baltchem.

2. The Client shall not be entitled to set-off its claims against the claims of Baltchem under the Agreement.

ARTICLE 71

Changes to the Agreement

Any changes to the Agreement must be in written form to be valid.

ARTICLE 72

Partial invalidity

If the invalidity affects only a part of the Agreement, the Agreement shall remain in force in the remaining part, unless the circumstances indicate that the Agreement would not have been concluded without the provisions affected by the invalidity.

ARTICLE 73

Notices

1. All notices, instructions, offers, requests and messages addressed to Baltchem in connection with this Agreement shall be considered properly filed or delivered if they are received or delivered in writing at the headquarters of Baltchem or at another address indicated by Baltchem as the address for correspondence.
2. If the notification is delivered to Baltchem after 4 PM or on a day off work, then it shall be deemed to be delivered on the next working day. In connection with the Agreement, Baltchem can transfer to the Client an annual schedule of operation, which will indicate which days in the year Baltchem operates in the area of customer service. In this case, a working day within the meaning of the Agreement shall be deemed as each of the days indicated in the schedule on which Baltchem operates in the area of customer service.

ARTICLE 74

Headings

In the Agreement and in these General Conditions of Service, unless their provisions directly provide otherwise:

- (a) Headings are used only for editorial purposes and will not affect the interpretation of these General Conditions of Services or the Agreement;
- (b) In a place where the word or phrase is defined, other parts of speech and grammatical forms of that word or phrase will have the same meaning;
- (c) References to articles and sections are references to the articles and sections of these General Conditions of Services or the Agreement;
- (d) References to acts and other generally applicable provisions of law are references to current law (modified, amended or re-enacted from the date of entry into force).