

Pacorini Metals Group of Companies Standard Terms and Conditions

These Standard Terms and Conditions (hereinafter referred to as "Conditions"), electronically published at <http://www.pacorinimetals.com>, as amended, set out the standard terms on which any company or subsidiary belonging to the Pacorini Metals Group of companies performs any Services.

In these Conditions, the following words and expressions shall have the following meanings, save where the context otherwise requires:

"**Agreement**" means any agreement, whereby the Company and/or an authorized agent of the Company offers and the Customer accepts the provision of the Services, or where the Company has started performance of an Order, and shall include without limitation any written contract agreed and/or correspondence by post, fax and/or email between the Company and/or an authorized agent of the Company and the Customer, and these Conditions;

"**Company**" means the Pacorini Metals entity that has concluded the Agreement;

"**Customer**" means the party to whom the Company's offer is addressed and/or the party entering into the Agreement with the Company, and/or the party to whom the Company shall provide the Services pursuant to the Agreement;

"**Goods**" mean the goods in respect of which the Services shall be provided by the Company pursuant to the Agreement;

"**Group**" means the Company and the related companies of the Company collectively;

"**in writing**" shall mean any written correspondence sent by post, fax, or email between the Company and/or its authorized agents and the Customer;

"**Loss**" includes (without limitation) loss (including theft), destruction, damage, unavailability, contamination, deterioration, delay, non-delivery, mis-delivery, unauthorized delivery, non-compliance with instructions or obligations, or incorrect advice or information;

"**Order**" means the Customer's request for Services using its own format;

"**Price**" means the rates which shall be chargeable by the Company to the Customer for the provision of the Services as set forth in the Agreement; and

"**Services**" shall mean any and all services provided or to be provided by the Company to the Customer pursuant to the Agreement.

Section 1 - The Company's Obligations and Rights

- 1.1 The Company shall perform the Services with reasonable skill and care. Unless otherwise agreed in writing, all services rendered by the Company are performed by the Company acting in its capacity of either forwarder (including but not limited to services such as chartering of trucks, barges, trains and/or vessels, even where such services are performed pursuant to a transport order), receiving agent, customs agent, limited or direct fiscal representative, warehouse keeper, shipbroker, stevedore and/or provider of other warehousing or logistic services.
- 1.2 The Company may in its reasonable discretion decide on the means, route and procedures to be followed in the handling, storage, transportation and/or forwarding of the Goods.
- 1.3 The Company shall not be obliged to weigh or measure the Goods if no instructions have been given by the Customer to do so. The Company may, however, in its own discretion weigh and/or measure the Goods in order to determine whether the weight and/or measurement of the Goods comply with the specifications of the Goods as advised by the Customer.
- 1.4 The Company shall be entitled to sub-contract on any terms or assign performance of any part of the Services to a third party without having to consult the Customer in advance. In the event the Company provides forwarding services it shall be deemed to be the Customer's agent in engaging subcontractors to deal with the Goods.
- 1.5 The Company shall be entitled to modify delivery deadlines under the Agreement if such deadlines are not compatible with the Company's or carrier's compliance with road and/or applicable transport safety norms.
- 1.6 In the event the Customer requires work to be performed outside of normal working hours, the Company shall be at liberty but not obliged to perform such work and any extra charges incurred shall be borne by the Customer.
- 1.7 Unless otherwise agreed in writing, the Company may store the Goods at any warehouse within the agreed location.
- 1.8 Subject to Condition 1.9, the Company does not insure the Goods and shall not be obliged to take out any insurance on the Goods for any risks whatsoever. It is the Customer's obligation to insure the Goods to their full insurable value with any right for the insurer to bring a subrogated claim against the Company being excluded.
- 1.9 In the event the Customer requests the assistance of the Company to take out insurance on the Goods, the Company may take out insurances on the Goods against such risks as may be identified by the Customer and obtain insurances covering the specified risks at the standard conditions issued by the insurance company of its choice, and all costs shall be borne by the Customer. The Company shall not be held liable for any loss arising from the failure of the insurer to pay in full or in part or because a claim in respect of damage is being disputed as a result of circumstances for which the Company cannot be held liable or the manner in which the Company effected the contract for insurance.
- 1.10 The Company is under no obligation to ascertain or bring to the Customer's attention the existence of any impediments to shipping the Goods that may be enforced by law or by any authorities, including but not limited to importation, exportation, or transit restrictions.
- 1.11 The Company shall have the right at any time to require the removal of the Goods received for storage prior to the expiration of the storage period without adhering to any period of notice, if in the reasonable discretion of the Company there is an urgent reason to do so. An urgent reason, shall inter alia be deemed to exist if the Customer fails to comply with one or more provisions of the Agreement and/or the Conditions, and/or if it appears that owing to the presence of the Goods loss and/or damage to other goods, to the storage place or to equipment, or harm to a person is to be feared, or if the Goods are perishable or liable to inherent changes which in the Company's opinion would result in a decrease in value of the Goods. The Customer shall remain liable for payment of the warehouse rent plus any increases up to and including the date when the Goods were removed.

- 1.12 The Company shall be obliged to admit the Customer and/or any person authorized by the Customer to the place where the Goods are stored, subject to all formalities prescribed by the relevant authorities being complied with. The following conditions shall be applicable to persons granted admittance by the Company:
- (a) All persons visiting the place of storage including personnel of vessels and vehicles reporting to the warehouse enter the premises at their own risk and must observe the Company's regulations;
 - (b) Admittance shall be granted only during normal working hours and with supervision;
 - (c) The cost of supervision during the visit shall be borne by the Customer;
 - (d) The Customer shall be liable for any damage caused directly or indirectly by the visitors or Customer representatives.

Section 2 - The Customer's Obligations and Rights

- 2.1 In the event the Customer requires the Company to take any special precautions in respect to the Goods, such precautions must be advised by the Customer in writing providing sufficient detail for the proper execution of the instructions by the Company. Unless otherwise agreed in writing, the Company is not obliged to take any specific precautionary measures for warehouse surveillance.
- 2.2 Unless otherwise stated, the Goods shall be in good condition and properly labeled, and if packed, be properly packed when delivered to the Company, and in compliance with all applicable statutory regulations, and recognized standards and best practices.
- 2.3 Except to the extent previously notified in writing and accepted by the Company, the Customer shall not deliver to the Company any Goods of an explosive, flammable, corrosive, noxious or dangerous nature or any Goods which are likely to cause damage (including goods that may harbor vermin or other pests) to the warehouse or to other goods stored in the warehouse, or which are classified as dangerous or hazardous goods by any laws or regulations. Where delivery of such goods is accepted by the Company, the packages containing such goods shall be clearly marked to show the hazardous nature of their contents and labeling shall be in compliance with all applicable rules and regulations. The Customer shall indemnify the Company from and against any and all fines, penalties, expenses, loss or damages suffered or incurred by the Company by reason of the nature of the Goods or as a result of the Customer's failure to comply with this Condition.
- 2.4 The Customer must ensure that all the necessary and proper details and documents to be provided to the Company for the execution of the Services are in the Company's possession within the time frame indicated by the Company so as to ensure compliance with all applicable rules and regulations. Information to be provided includes but is not limited to proof of REACH registration (where applicable), a valid Safety Data Sheet (where applicable), proper labels, the nature of the Goods, the number, quantity, quality and content of parcels, their gross weight, size and any other information instrumental to the execution of the Services. The Customer acknowledges that the company shall not be regarded as the importer as envisaged by REACH and agrees to indemnify and hold harmless the Company for all third party claims concerning the Goods and (1) The (EC) Regulation No. 1907 / 2006 of December 18th 2006, concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH); and/or (2) The (EC) Regulation No. 1272 / 2008 of December 16th 2008, concerning the classification, labelling and packaging of substances and mixtures.
- 2.5 The description and/or specification of the Goods and the particulars concerning the packages or other shipping unit as stated on the face of the warehousemen's receipt, delivery order and/or facsimile release for similar purposes are those of the Customer. With the exception of physical differences as to the number or weight of packages or other shipping unit that have been noted by the Company and indicated on the documents, the Company does not, by the issuance of any such document, agree that such description is correct, or admit the existence, good order and condition of the Goods, or of the contents of any package or other shipping unit.
- 2.6 Where the Services include customs clearance services, in the event the Customer fails to provide the correct customs code, the Company or its appointed representatives shall be authorized to issue the customs declaration on the basis of the information provided by the Customer. In such an event, the Customer accepts to exclude any liability of the Company or its appointed representative in respect to the issuance of the customs declaration and agrees to indemnify and hold harmless the Company and/or its appointed representatives in respect to any claims that may be raised by the customs' authorities and/or other related authorities/offices.
- 2.7 Unless otherwise agreed in writing, it is the Customer's exclusive responsibility to obtain all licenses, documents and other consents needed for the import and export or storage of the Goods.
- 2.8 The Customer expressly warrants (unless the contrary is made known to the Company in writing) that they are either the owners or the authorized agents of the owners of the Goods. The Customer further warrants that they are authorized to accept and are accepting the Conditions not only for themselves but also as agents on behalf of all other persons or third parties who may thereafter acquire title or interest to the Goods.
- 2.9 The Customer is obliged to immediately notify the Company in writing of transfer or passing of ownership of the Goods or transfer or passing the right to take delivery of the Goods, as the case may be.
- 2.10 Where a transfer or passing of ownership of the Goods or transfer or passing of the right to take delivery of the Goods has occurred, the person thereafter having an interest or title to the Goods by their acceptance of the transfer or right to take delivery of the Goods further undertakes all obligations of the Customer under these Conditions and in turn agrees to be bound by these Conditions, such undertaking being additional and without prejudice to the Customer's previously assumed obligations to the Company.
- 2.11 If the Customer transfers or passes ownership of the Goods or transfers or passes the right to take delivery of the Goods, such action does not release the Customer of its previously assumed obligations to the Company until the Company has confirmed in writing to the Customer that the Company has accepted such transfer and/or release of the Goods.
- 2.12 Unless otherwise agreed in writing, the Customer shall provide the Company, in advance, with the funds needed to execute the Services and to fulfill all related obligations which the Company has undertaken and/or shall undertake in its own name and on behalf of the Customer to perform the Services.
- 2.13 If the Customer has instructed the Company that Goods for storage in a certain quantity and/or at a certain time will be delivered to the Company, or that Goods to be re-delivered in a certain quantity and/or at a certain time will be collected, and if in such a case the Customer fails to deliver or to collect the goods regularly and on time, then the Customer shall be obliged to reimburse all costs and expenses incurred by the Company as a result of any personnel and equipment ordered and/or arranged for the execution of the relative order by the Company not having been used in full or at all.
- 2.14 In the event the Goods are subject to any inspections, processing, sampling or handling, prior agreements to this effect must be made with the Company and any procedures carried out shall be carried out by personnel appointed by the Company or personnel mutually agreed between the Company and the Customer, and all costs shall be for the Customer's account.

Section 3 – Applicability and Interpretation

- 3.1 Unless otherwise agreed in writing, these Conditions apply to all offers made by the Company and/or its authorized agents, all business relations between the Company and/or its authorized agents, and any Agreement concluded.
- 3.2 The Company shall not be bound by any conflicting standard terms and conditions (howsoever called) used by the Customer and such terms and conditions shall not be applicable to the Agreement unless the terms and conditions have been accepted in writing by the Company.
- 3.3 Failure of the Company to invoke or enforce compliance with any provisions of the Conditions shall not constitute a waiver by the Company of its right to insist upon strict compliance with all other provisions of the Conditions or invoke the respective provision in other circumstances.
- 3.4 In the event any provision of the Conditions is declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions of the Conditions shall not be affected or impaired.
- 3.5 These Conditions have been drawn up in English and in other languages. In the event of any differences in content or tenor, the English text is final.

Section 4 – Applicability of Sectoral Terms and Conditions

- 4.1 Unless otherwise agreed in writing, depending on the nature of the Services, the sectoral terms and conditions in respect to the Services as set forth in Appendix 1, the most recent version thereof, with the exception of any choice of forum clause or arbitration clause included in such general terms and conditions, shall apply. With the exception of the provisions of Section 10 in respect to Liability, if and insofar as the provisions of these Conditions conflict with the applicable sectoral terms and conditions, the Conditions shall prevail.

Section 5 – Offers, Acceptance of Orders, and Modifications to an Agreement

- 5.1 All offers made by the Company and Order(s) submitted to the Company are non-binding until an Agreement has been concluded. An Agreement shall be deemed concluded the earlier of a written confirmation being sent by the Company to the Customer confirming the Agreement, the Customer accepting the Company's offer in writing, or the Company starting performance of the Services pursuant to the Customer's Order.
- 5.2 Unless agreed otherwise in writing, all offers made by the Company and/or its authorized agents are based on the work being carried out by the Company under normal conditions and during normal working hours.
- 5.3 Oral promises or representations made by employees, servants, or agents of the Company are not binding on the Company unless and until confirmed in writing by the Company.
- 5.4 The Company shall be entitled to not accept an Order at any time and without cause.
- 5.5 Any modification or additions to the terms of the Agreement must be made and agreed to in writing by both the Company and the Customer.

Section 6 - Prices, Rates, and Tariffs

- 6.1 Unless otherwise agreed in writing, all prices are stated in the currency as stated in the offer and thereafter invoiced and exclude packing, customs fees, (e.g. C.O.D fees), V.A.T., and any other taxes and other surcharges of whatever description levied by public authorities in connection with the Goods, their importation or exportation, transshipment, or storage. Any additional costs that may arise in the course of the Company's performance of the Services are for the Customer's account.
- 6.2 Unless otherwise agreed in writing, the agreed rates for storage shall be based on the customary method of stacking the Goods. If at the Customer's request, or owing to the conditions of the Goods, the customary method is departed from, an increase in the rates shall be affected in proportion to the additional floor space occupied as compared with that for normal stacking.
- 6.3 In the event one or more of the cost components included in the rates is subject to an increase of more than five (5) percent after the date the Agreement is concluded (e.g. supplier's prices, employee wages, social and/or other charges, freights and/or import duties, and/or insurance premiums and other costs, and/or price of equipment or fuel) the Company has the right to increase the agreed rates by a corresponding amount.
- 6.4 Unless agreed otherwise in writing, the Company is entitled to yearly adjustments in rates and tariffs, pursuant to any increase of costs.

Section 7 - Payment

- 7.1 Unless otherwise agreed in writing, payment of the agreed price shall be made to the Company immediately at sight upon presentation of an invoice or as prescribed within the time frame specified in the Company's invoice.
- 7.2 All payments shall be made without deduction or set off against any claim the Customer may have against the Company.
- 7.3 In the event the Customer fails to pay any invoiced amount, which is due and payable under the Agreement, the Customer shall be deemed to be in default of its payment obligations, and the Company shall be entitled to interest on the overdue amount at a rate of five (5) percent, above the official discount rate on bonds of the European Central Bank, calculated from the date on which payment was due to the date of full settlement. Any payments shall be deducted first from the due interest and then from the principle sum due.

Section 8 - Termination

- 8.1 The Company is entitled to terminate the Agreement immediately by written notice to the Customer if the Customer is in material breach of its obligations under the Agreement. A material breach shall include, but not be limited to, situations where:
 - (a) the Customer fails to meet his liabilities when they fall due;
 - (b) the Customer seeks a composition with his creditors,
 - (c) all or part of the Customer's property is subject to receivership, or
 - (d) a petition for liquidation, winding-up or administration is filed in respect of the Customer.
- 8.2 In the event that the Company gives notice of termination according to the terms of Clause 8.1, all outstanding payments shall be accelerated and deemed due and payable immediately.

Section 9 - Right of Retention, Lien, and Pledges on the Goods

- 9.1 The Company has a lien and/or a right of retention in respect of the Goods and any documents and funds of the Customer that are in the possession of the Company under the Agreement.
- 9.2 The Goods, and any documents or funds of the Customer that are in possession of the Company under the Agreement may serve as a pledge for the Company against all claims that it may have or may acquire against the Customer or any other party with rights to the Goods or funds. The Company shall not in any circumstances be liable for any loss or damages resulting from the exercise of a pledge, right of retention, or lien.
- 9.3 In the event of non-payment of the claim(s) for which such rights under the above Clauses 9.1 and 9.2 are exercised, the Company shall be entitled to sell the pledged Goods, documents and funds in the manner prescribed by law.

Section 10 - Liability

- 10.1 Where an Agreement is subject to sectoral terms and conditions under Section 4 (Applicability of Sectoral Terms and Conditions), the Company's liability shall be determined by the applicable sectoral terms and conditions. However, in cases where the sectoral terms and conditions do not determine such liability, the following provisions shall apply.
- 10.2 To the extent that any Loss is directly caused by negligence or willful act or default of the Company, its employees (acting in furtherance of their duties as employees) or sub-contractors or agents (acting in furtherance of their duties as subcontractors or agents), subject to Clause 10.4 and 10.5., the Company will accept liability for any such Loss assessed on the applicable legal principles but not exceeding the limit fixed by Clause 10.5. Any quantification of value includes duties and taxes.
- 10.3 Subject to Clause 10.2, in no case shall the Company be liable for the performance delivered by carriers, storage suppliers, packers, shippers, insurers, and/or bankers whose services are required for the performance of the Services and the Company shall not be obliged to ascertain whether or not the carriers and/or other suppliers referred to in this Clause 10.3, or means employed by them, are covered by adequate insurance nor whether they are certified.
- 10.4 In no case shall the Company be liable, whether in contract or tort, for any lost profit, income or savings, wasted expenditure, or indirect or consequential loss, whether or not the Company knows or has previously been advised of the possibility of such loss or damage.
- 10.5 In regards to the Company's limitation of liability for any Loss, the national regulations or sectoral terms as set forth in Appendix 1 shall apply. In the event no national regulations or sectoral terms as set forth in Appendix 1 apply, the Company shall in no event be liable for more than the actual value of the Goods (as evidenced by the invoice in respect to the Goods), provided always that the Company's maximum liability in respect of any claim, regardless of how the liability of the Company arises, shall not exceed EUR 100,000.
- 10.6 The Company shall be discharged from all liability whatsoever in respect to a claim unless the Company has received a written notice from the Customer within fourteen (14) business days after the circumstances giving rise to the claim have become known to the Customer.
- 10.7 No legal proceedings (including any counterclaim) may be brought against the Company unless they are issued and served within six (6) months of the event giving rise to the claim.
- 10.8 In the event that the loading and/or unloading time under any bill of lading and/or charterparty or laycan in respect of the Goods is insufficient due to an act of the Customer, all costs resulting therefrom, including without limitation any demurrage charges, shall be borne by the Customer, notwithstanding that the Company was the party that accepted the vessel or entered into the bill of lading and/or charter party from which the aforesaid costs arise.
- 10.9 If a container has not been packed or stuffed by the Company, the Company shall not be liable for loss of or damage to the Goods if caused by:
 - (a) the manner in which the container has been packed or stuffed;
 - (b) the unsuitability of the Goods for carriage in containers;
 - (c) the unsuitability or defective condition of the container ;
 - (d) the container not being sealed at the commencement of any carriage.
- 10.10 In the event the Company carries out additional work or performs any variation to the Agreement as requested by the Customer, the costs associated with the variations will be for the Customer's account.
- 10.11 The Customer shall be obliged to indemnify and hold harmless the Company against any loss or damage it suffers and against all third party claims arising as a result of the Company carrying out the Customer's instructions or which is related to any breach of the Customer's obligations under the Agreement and these Conditions.

Section 11 - Force Majeure

- 11.1 The Company shall not be liable for any loss, damage to or destruction of the Goods, or for any delay in the performance or non-performance of any of the terms of the Agreement due in whole or in part to any cause not within the control of the Company, including without limitation, to the following:
 - (a) war, threat of war, official action, quarantine, civil disturbance, sabotage, strike, lock-out, interference with communications, lack of transport, labor and/or storage accommodation;
 - (b) storm, fog, lightning, flood, high and low tide, frost, freezing, ice, heat;
 - (c) subsidence and/or collapse of the ground and/or any storage facility;
 - (d) water leakage or seepage, dampness, odor, stench, worms and rodents, damage through rats, mice, insects and other creatures;
 - (e) the natural properties of the Goods, inherent changes in quality, spontaneous deterioration, self-generated heat, combustion, explosion, drying, mold, yeasts, leaks, rot and mildew, rust and sweating; and
 - (f) the non-availability of a berthing or parking place upon arrival of a vessel or truck;
 - (g) wheel puncture, unordinary traffic and/or congestion, or gasoline shortages due to strikes; and
 - (h) all other causes which the Company could not reasonably prevent.
- 11.2 All additional costs which may be incurred as a result of a force majeure event, including but not limited to carriage and storage charges, warehouse or yard rentals, demurrage for vessels or trucks, insurance premium, charges in respect of delivery from warehouses, bonded or otherwise, shall be borne by the Customer and shall form part of the debt due and owing to the Company by the Customer on which interest shall be chargeable.
- 11.3 The Customer's payment obligations arising before the commencement of the force majeure event remain in force despite the force majeure event.

Section 12 - Governing Law and Jurisdiction

- 12.1 The Agreement shall be governed by and construed in accordance with the laws of the country in which the Company that is party to the Agreement is domiciled.
- 12.2 The Customer agrees that any legal action or proceedings arising out of or in connection with the Agreement may be brought in the Courts of the country in which the Company that is party to the Agreement is domiciled and the Customer irrevocably agrees to submit to the non-exclusive jurisdiction of the Courts of the country in which the Company that is party to the Agreement is domiciled.

Appendix I

I. Sectoral Terms Applicable for Pacorini Metals Vlissingen, Pacorini Metals Rotterdam, and Pacorini Metals Terminals B.V.

1. The following Rules in the most recent version apply to the following types of work. Copies of the Rules are available upon request:
 - (a) Stevedoring work relating to the storage and handling of bulk goods, and such storage and handling: The Stevedores' Bulk Goods Conditions Rotterdam 1991 (de Voorwaarden Massagoed-stuwadoors Rotterdam 1991), filed with the Registry of the District Court in Rotterdam as no. 505 on 8 May 1991.
 - (b) Stevedoring work: The General Conditions of the Association of Rotterdam Stevedores (de Algemene Voorwaarden van de Vereniging van Rotterdamse Stuwadoors), filed with the Registry of the District Court in Rotterdam on 12 August 1976.
 - (c) All international carriage of goods by road: The Convention on the Contract for the International Carriage of Goods by Road (CMR), concluded in Geneva on 19 May 1956.
 - (d) All carriage of goods by road within the Netherlands: The General Conditions of Carriage 2002 (de Algemene Vervoerscondities 2002; AVC 2002), filed with the Registry of the District Court in Amsterdam and Rotterdam.
 - (e) Carriage by rail: The Uniform Rules concerning the Contract for International Carriage of Goods by Rail (CIM 1980), where necessary supplemented by the General Carriage Rules (Algemeen Reglement Vervoer) and the General Conditions of Railion Benelux N.V. (Algemene Voorwaarden van Railion Benelux N. V.).
 - (f) Chartering of coastal shipping and shipping for inland waterways: The Chartering Conditions 1991 (de Bevrachtingsvoorwaarden 1991), filed with the Registry of the District Court in Amsterdam and Rotterdam.
 - (g) Forwarding work: The General Conditions of FENEX (Netherlands Association for Forwarding and Logistics), hereinafter the "Dutch Forwarding Conditions" (de Nederfandse Expeditievoorwaarden), filed with the Registry of the District Court in Amsterdam, Arnhem, Breda, and Rotterdam on 4 January 1999.
 - (h) Warehousing, storage, handling and delivery of goods within the Netherlands: The Dutch Warehousing Conditions (de Nederfandse Opslagvoorwaarden), filed with the Registry of the Court in Rotterdam on 15 November 1995.
 - (i) Work as a shipping agent or shipbroker: The General Conditions and Rules for Dutch Shipbrokers and Agents (de Algemene Nederlandse Cargadoorsvoorwaarden), filed with the Registry of the District Court in Amsterdam, Dordrecht, Groningen, Leeuwarden, Middelburg and Rotterdam and with the Chambers of Commerce in Amsterdam, Dordrecht, Groningen, Leeuwarden, Middelburg, Rotterdam and Terneuzen on 1 December 1992.
 - (j) Towing contracts: for towing, assisting and providing services to floating objects such as barges, floating derricks, cranes, elevators etc.: The General Towing Conditions (de Algemeene Sleepconditien), filed with the Registry of the District Court in Amsterdam, Dordrecht and Rotterdam on 5 March 1946; for towing, assisting and providing services to ships intended to sail regularly to sea: the Netherlands Towing Service Conditions 1951 (de Nederlandse Sleepdienst Conditien 1951), filed with the Registry of the District Court in Amsterdam and Rotterdam on 15 November 1951; for towing, attending on and providing services- other than the provision of help- to all other ships: the Towing Conditions 1965 (de Sleepconditien 1965), filed with the Registry of the District Court in Amsterdam and Rotterdam on 15 December 1965.
2. If the contract calls for different types of performance to be rendered consecutively, each type of performance shall be treated as being independent from the other and shall be subject to the Rules relating to that specific type of performance.
3. Where two or more sets of Rules apply to one type of performance, the Rules which are mentioned first in the above listing shall prevail unless the parties have agreed otherwise.

II. Sectoral Terms Applicable for Pacorini Metals Italia S.r.l.

The Company's Liability for Loss or Damage of Transported Goods shall be regulated according to the following Rules:

- (a) Road transport: In the case of domestic transport, the Company's liability shall be regulated by the Italian Civil Code. For international transport, said liability shall not exceed the amount set out in article 23, paragraph 3, of the Convention for the carriage of goods by road (CMR), transposed into Italian legislation by Law no. 1621 dated 6 December 1960, including subsequent amendments.
- (b) Sea transport: In the case of domestic sea transport, the Company's liability shall be regulated by the Italian Maritime Code. In the case of international sea transport, the Company's liability shall be regulated by the Brussels Convention of 1924.
- (c) Railway transport: In the case of domestic railway transport, the Company's liability shall be regulated by the provisions of Presidential Decree no. 197 dated 30 March 1961, including subsequent amendments. In the case of international railway transport, the Company's liability shall be regulated by the Vilnius Convention of 1999.

This Agreement shall be subject to any modification of the above mentioned legislation in force.