

GENERAL TRADE AND TRANSPORT CONDITIONS OF

FAIRGATE B.V.B.A. (further to be called: " Conditions ")

FairGate b.v.b.a., hereafter to be called: "FAI", is an enterprise incorporated under Belgian law, established at BRUCARGO, BELGIUM, which main purpose is to render logistic services in the broadest sense of the words by order and for account and liability of third parties.

Article 1. Every agreement related to its purpose, including the provision of advice, information and/or services, be it paid or unpaid, is governed by these Conditions, more in particular but not exclusively an agreement, be it written, verbal and/or silent, closed between FAI and the owner, representative of the owner, ordering party, consignor and/or shipper be it a person or a legal body, further to be called: "Shipper", of commodities and/or documents.

FAI is not bound to honour any agreement, which knowingly or unknowingly differs from these Conditions, unless the difference was previously agreed, confirmed in writing and signed by one of the directors of FAI.

Article 2. FAI is no public transport company and as such preserves her right to refuse the transportation and/or storage of certain commodities and/or documents at will for persons and/or legal bodies at her sole discretion.

In these Conditions storage means the keeping and housing for third parties of commodities and/or documents for determined or undetermined time, be it paid or unpaid.

Article 3. FAI will not accept orders for transportation and/or storage for which the transportation is:

- 3.1. restricted or refused by IATA (International Air Transport Association) and or by ICAO (International Civil Aviation Organisation);
- 3.2. subject to special authorisation and/or permits;
- 3.3. regarded not safe and/or legitimate by FAI.

Without prejudice to the above FAI will always refuse orders for transportation and/or storage of damaging, dangerous, radioactive, poisonous, inflammable, acid and/or explosive matter, as well as matter threatening human and/or animal health, among which but not excluding concentrated vaccines and/or pharmaceuticals, arms and/or parts of arms, ammunition, drugs, pornography and/or other in the countries of origin, transfer and/or destination prohibited lecture (discriminating, subversive and/or politically sensitive), precious goods such as minted and not minted coins, bank notes, post stamps, free tradable value papers such as shares, share and/or bond certificates to bearer, precious stones and metals, jewellery, antiques and/or objects of art and other valuables, foods and alcohol or non alcohol holding beverages, liquids in vitro or other breakable containers, perishables, fruits, plants or animals dead or alive and/or parts of such as well as human tissue and/or organs.

Article 4. The Conditions are to be regarded as additional to the CMR Conditions and/or to the Warsaw Convention, whichever is applicable.

Article 5. In case FAI is obliged to submit to local regulations and/or legislation whilst handling a certain contract she has accepted, the Conditions should be regarded as subject to these regulations and/or legislation for this particular contract only. However none of the Conditions shall be interpreted as if FAI would refrain from certain rights and/or prerogatives or in- or decrease her responsibilities and/or obligations under these regulations and/or legislation. In case any part of the Conditions to whatever extend would be in conflict with such regulations and/or legislation this part will not be applicable for this contract only and to the same or equivalent extend.

Article 6. FAI will only be engaged into contracts with a Shipper being the proven owner or legal representative of the owner of the commodities and/or documents under contract. The Shipper declares that she/he is authorised to adhere to the Conditions and to accept them, not only in her/his own name, but also as a representative for or on behalf of other bodies and/or legal bodies, which are or may become interested parties to the commodities and/or documents.

Article 7. All commodities and/or documents presented to FAI for transportation and/or storage will be accompanied by a shipping document (Transport Note, Way Bill Airway Bill and/or House Airway Bill) completely and truly filled in as well as a legally signed declaration of value (invoice or pro-forma invoice) for commodities and/or documents with a final destination outside the E.U.

Article 8. FAI undertakes, under condition of payment of its rates in accordance with the tariff made known to the Shipper regularly, to transport commodities and/or documents between those places for which FAI and the Shipper have entered into a contract. For every contract FAI has accepted it can decide in all freedom to have it partly or completely executed by its agents and/or sub-contractors under the rules and conditions of these agents and/or sub-contractors. FAI chooses independently the means, itinerary and procedures applicable for handling, transportation and/or storage of the commodities and/or documents of the Shipper, including the right to sub-contract the transportation and/or storage of the commodities and/or documents of the Shipper for her/his account and liability to third parties. After the first order all following orders are regarded to be part of the contract for the first order for transportation and/or storage.

Article 9. The Shipper guarantees that all commodities and/or documents entrusted to FAI must be transported and/or stored in the state in which they were presented to FAI.

Article 10. The Shipper is responsible for thorough packaging and addressing of the commodities and/or documents presented for transportation and/or storage. Without prejudice to the afore general rule, FAI preserves the right to refuse the transportation and/or storage of commodities and/or documents if, to her judgement, they are insufficiently and/or inadequately packaged and/or addressed.

Article 11. FAI preserves the right to inspect commodities and/or documents, which she has accepted for transportation and/or storage to make sure that these commodities and/or documents may be transported to the country of destination in accordance with its standing processing procedures for transportation and/or storage, customs declaration and handling. Regardless of the afore pre-condition FAI will not guarantee that certain commodities and/or documents presented for transportation and or storage can effectively be transported and/or stored in, from, into or through any state or country without offending local regulations and/or legislation.

Article 12. The Shipper is at all times responsible for the payment of any imposed duties, taxation, import duties, levies, guarantees or costs of whatever nature which are levied by or on behalf of the government in a state or country of import, export or transfer in connection with the commodities and/or documents and for whatever related obligation such as fines, expenses, payments for loss and/or damage, which FAI has been obliged to provide.

Article 13. The Shipper guarantees exactness and correctness of all numbers, product descriptions, packaging details and declared value in relation of the commodities and/or documents presented for transportation and/or storage, which she/he provides to FAI for customs, consular or other purposes and undertakes to reimburse FAI any loss, damage, cost or fine, resulting directly or indirectly from incorrectness or neglect, even if the Shipper or her/his staff or her/his representatives are not reproachable for it.

Article 14. In case a Shipper presents commodities and/or documents for transportation with the instruction that the costs of transportation and/or additional costs must be paid by the consignee and/or a third party, the Shipper remains liable if the consignee and/or third party would not or not immediately pay such costs when they are due.

Article 15. The receipt of the invoice (concerned) is by Law, according to article 1139 of the Civil Law, to be seen as a reminder to pay without the need of any act. On every unpaid invoice FAI is legally entitled to charge 9% (nine percent) interest per annum with a minimum of EUR 25,00 (twenty five euro's) from the day the payment is due onward without further notice or reminder.

Article 16. If FAI concludes that commodities and/or documents cannot be delivered because they are insufficiently or incorrectly addressed and/or because they are not collected on the agreed date and/or are refused on delivery by the consignee or prove undeliverable for any other reason, she will be entitled to sell the commodities and/or documents or in any other way get rid of the commodities and/or documents 20 (twenty) working days after she has informed the Shipper in writing by registered mail. All costs involved in the storage, sales or the removal or destruction of these commodities and/or documents are to be paid by the Shipper. In case of sale the possible surplus after deduction of all costs and expenditures will be paid to the Shipper. If the results of the sale do not or not entirely cover the costs and expenditures the Shipper still has to pay the difference.

Article 17. If the Shipper would present, knowingly or unknowingly, commodities and/or documents as meant in Article 3 for transportation and/or storage or would impose on (staff and/or sub-contractors of) FAI to accept such commodities and/or documents for transportation and/or storage, FAI will refuse to accept any liability for these commodities and/or documents. Afore mentioned case occurring the Shipper accepts her/his full liability for any kind of resulting fines, charges, claims and costs. The Shipper undertakes to indemnify FAI versus third parties from all direct or indirect effects resulting from her/his neglect of the Conditions. In afore mentioned cases FAI will handle the situation as it occurs and at will and will take all necessary measures, among which legal, to protect her own interests.

Article 18. The Shipper undertakes to pay all amounts due to FAI within 8 (eight) working days from the date of the invoice(s) for the on her/his behalf executed contract(s). The Shipper recognises the right of FAI to impose an increase of 10% (ten percent) of the amount of the invoice(s) and a negligence interest of 9% (nine percent) per annum if the Shipper for whatever reason fails to pay the amounts due to FAI within the agreed payment term and undertakes to pay such increases. The negligence of payment of one invoice causes an obligation for immediate payment of all other outstanding amounts. The Shipper also undertakes to pay all amounts due to FAI in cash without reduction, compensation or delay resulting from a demand, a counter-demand, a claim, a dispute and/or a contest or any other ground, unless previously agreed differently, confirmed in writing and signed by one of the directors of FAI.

Article 19. All commodities and/or documents for which FAI has accepted an order for transportation and/or storage will be subject to a special right of retention for amounts payable for transportation and/or storage of these commodities and/or documents and other related specific costs or expenditures as well as a general right of retention for all amounts the Shipper owes to FAI. In case a specific right of retention has not been fulfilled within 20 (twenty) working days after the Shipper, owing amounts of money, was informed of the execution of the right of retention in writing by registered mail, FAI is

entitled to sell or auction the commodities and/or documents concerned or obtain money by any other action with them. The Shipper must pay all costs and expenditures concerned related to the storage, the sale and transportation of these commodities and/or documents. The possible surplus after deduction of all costs and expenditures will be paid to the Shipper. If the results of the sale do not or not entirely cover the costs and expenditures the Shipper still has to pay the difference.

Article 20. FAI accepts neither liability nor liability claims for damage of, and/or delay or non delivery of commodities and/or documents of which the transportation and/or the storage was entrusted to her, if and in as far as they result from:

- 20.1. acts of god, among which, but not exclusively, earth quacks, floods, heavy storms and hurricanes;
- 20.2. force major such as war and molest, crime and force, terrorism and/or terrorism preventive measures, embargo's and/or other government imposed codes conduct in states or countries of export, import and/or transfer;
- 20.3. any inherent defect or characteristic of the transported and/or stored commodities and/or documents;
- 20.4. any action and/or neglect of concerned parties other than FAI, such as the Shipper, the consignee, any other third party involved, police, customs or other civil servants and/or authorities and/or Postal services;
- 20.5. radiation, electrical, electronical and/or magnetic causes;
- 20.6. theft with or without burglary, stroke of lightning, fire and/or water damage;
- 20.7. neglect of the Conditions and in particular Article 3 thereof.

Article 21. FAI accepts neither liability nor liability claims for damage in whatever form resulting from instructions, advice and/or information issued by (staff and/or sub-contractors of) FAI.

Article 22. FAI accepts neither liability nor liability claims for damage in whatever form, if and in as far as (during) the transportation and/or storage of commodities and/or documents entrusted to her:

- 22.1. was not or not completely executed conform her standard scheduled service;
- 22.2. the commodities and/or documents in her power were partly or totally damaged;
- 22.3. the commodities and/or documents in her power were partly or completely lost,

by any other cause than guilt or gross negligence of FAI or of staff, representatives, agents and/or sub-contractors of FAI, to be proven by the Shipper and to be made known to FAI in writing by registered mail, mentioning all information and facts proving the guilt or gross negligence of FAI, within 7 (seven) calendar days (CMR) or 14 (fourteen) days (Warsaw Convention) after the day on which the transportation and/or storage contract could have been reasonably, and in accordance with the standard scheduled service of FAI, fulfilled.

Article 23. If and in as far the Shipper has proven guilt or gross negligence of FAI, the liability of FAI will be limited to the compensations laid down in the CMR Conditions and/or the Warsaw Convention.

Article 24. Even if Article 22 is applicable FAI will accept neither liability nor liability claims for any consequential damage among which, but not exclusively:

- 24.1. indirect damage resulting from cases as mentioned in Article 22 sub 1, 2 and 3 and/or
- 24.2. consequential loss of turnover and/or
- 24.3. consequential loss of profit, interests or benefit and/or
- 24.4. consequential loss of (a) contract(s) and/or (an) agreement(s).

Article 25. The Shipper, neither on personal title nor as a representative of and/or on behalf of other persons and/or legal bodies being or becoming interested parties to the commodities and/or documents, nor any other person and/or legal body can oblige FAI to litigate against any third party, whether or not by or on behalf of FAI involved in the transportation and/or storage.

Article 26. All disputes will have to be litigated under Belgium Law and the in Belgium applicable international treaties and should be handled exclusively before the proper court in Brussels, Belgium.

Article 27. By issuing a single order for transportation and/or storage the Shipper confirms that she/he knows, adheres to and accepts the Conditions without reservations and/or restrictions.

Article 28. The English free translation of the General Conditions of Trade and Transport of FairGate b.v.b.a. is provided to serve as information only. In any litigation only the "Algemene Handels- en Vervoersvoorwaarden van FairGate b.v.b.a." (Dutch original version) are applicable.

Brussels, February 1997