

GENERAL TERMS AND CONDITIONS SEMITRAILER RENTAL

1.0 Definition of terms

In these general terms and conditions, the following terms shall have the following meanings:

- semitrailer: the semitrailer rented out under this agreement, including parts and fittings which are or have been fitted as a replacement;
- depot for return: the address of the lessor indicated in the agreement;
- minimum rental period: the minimum period for which the agreement is entered into pursuant to the agreement;
- rental day: a calendar day or part thereof;
- normal wear and tear: the normal wear and tear of the semitrailer resulting from the use of the semitrailer in EU member states, Norway and Switzerland;
- Maintenance / inspections;
- replacement value: the value of the semitrailer set out in the agreement or the value recently stated to the lessee by the lessor.

2.0 Rental period / rental price

2.1 The rental period will commence on the day specified in the agreement and will end in accordance with the provisions under 10 and 11. The day of delivery and the day of return as referred to under 11.1 are included in the rental period. If the semitrailer should be irreparably damaged, stolen, lost, or must be considered as such, the provisions under 7.3 apply, notwithstanding the above.

2.2 The rental price specified in the agreement is based on the Retail Price Index of 1 January 2007 (published by Statistics Netherlands – Centraal Bureau voor de Statistiek) and will be reviewed annually. The new rental price will be calculated by multiplying the rental price applicable at the time of the review by a fraction whose numerator is the price index for the calendar year preceding the review, and whose denominator is the price index for the calendar year preceding that year. Should the publication of these indexes be discontinued, then a standard as close as possible shall be used. A review of the rental price can never lead to a lowering of the last applicable rental price.

2.3 We charge 1 months rent as deposit. The deposit and rent must be paid before the rental period starts.

3.0 Delivery

3.1 The lessee declares that he has inspected the semitrailer and received the semitrailer in a good state of repair and in working condition, with due observance of the items mentioned in the conditions report. He declares that the semitrailer rented is sufficiently described and meets all of his requirements.

4.0 Use

4.1 The lessee will use the semitrailer skilfully of have it used skilfully in accordance with its intended use.

- He will:
- a. not alienate, encumber, pledge, sublet, lend out or in any other way make the semitrailer or any part thereof available to third parties – not being employees of the lessee; never create the impression that the lessee would be authorized to perform the acts referred to under a.;
 - b. with regard to the semitrailer and the use and storage thereof, with regard to the transport of the goods placed therein, and with regard to the drawing vehicle;
 - * strictly observe all applicable legal regulations and other obligations, including future ones, in such a manner that any risk of claims of third parties against the lessor is excluded;
 - * ensure that all the required licenses and documents are present, have been applied for or have been renewed in the name of the lessor in so far as possible, such for account of the lessee;
 - * ensure that all taxes and other rights or levies are paid in time;

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- c. always treat the semitrailer with professional knowledge and due care;
- d. only use the semitrailer in a manner and for purposes it is suited for by reasonable standards, not load the semitrailer with more than the maximum load, balance the load and not transport load that may damage the semitrailer or make it unsuitable for the transport of other goods;
- e. not allow that the semitrailer is used unlawfully in any way.

4.2 Without prior written permission of the lessor the lessee is not allowed to:

- make any alteration to the semitrailer;
- remove parts or fittings of the semitrailer;
- remove, alter or conceal indications, numbers, brand names or trade names on the semitrailer;
- use the semitrailer in other countries than EU member states, Norway and Switzerland.

5.0 Maintenance / inspections

The lessee will maintain the semitrailer in a good state of repair and in working condition. He will observe the provisions of the maintenance schedule that is provided on delivery of the semitrailer or upon request of the lessee. He will also check the items mentioned in the conditions report daily. In case parts need to be replaced the lessee will only use replacement parts or fittings of the same make and model as the part that needs to be replaced, except with written permission of the lessor to use a replacement part of another make or model. The lessee will enable the lessor to inspect, repair or replace the semitrailer from time to time at the address of the lessor mentioned overleaf. He is obliged to enable the lessor in a timely manner to properly perform inspections or checks on the semitrailers concerned prescribed by the government

6.0 Repair work / tyres

6.1 The lessee will ask the lessor's written permission for the repair of defects and damage to the semitrailer and the replacement of lost parts, in so far as not included in the maintenance. The lessor has the right to decide who will carry out the repair work. The repair costs will be borne by the lessee, also if the lessor carries out the repair work at his own property, in so far as the costs are not for account of the lessor pursuant to the provisions of 6.2(a). During the period that the semitrailer is not ready for use the lessee will still have to pay rent, except in the situation as mentioned under 6.2(d).

- 6.2**
- a.** If the lessee can prove that parts are worn out or broken due to normal wear and tear or that the semitrailer has a defect that could not be discovered when the agreement was entered into, the costs for the repair thereof are for account of the lessor.
 - b.** If repair work must be carried out that, in the opinion of the lessee, should be for account of the lessor, the lessee will notify the lessor immediately upon discovery of the defect. The lessee will have the semitrailer repaired in accordance with the instructions of the lessor, for account of the lessee. If the lessor so requires, the lessee is obliged to have an assessment carried out. The costs of the repair and assessment are settled upon termination of the rental, yet at least once a year, if and in so far as it turns out that the repair should be for account of the lessor.
 - c.** Repair work carried out without explicit permission of the lessor will not be reimbursed to the lessee. Permission of the lessor to carry out certain repair work does not imply that the lessor accepts liability for the costs thereof.
 - d.** No rent is owed for the days in which the repair work for account of the lessor can reasonably be carried out if the lessee:
 - * notified the lessor immediately about the loss, defect or damage;
 - * observed the instructions of the lessor in this matter;
 - * handed the invoices with regard to the repair work to the lessor.

This provision does not apply if the lessor has made a replacement semitrailer available. If the costs for renewing tyres are for account of the lessor these costs will be paid by the lessee and will be settled upon termination of the rental, yet at least once a year. Tyre wear above the manufacturer's standard is for account of the lessee.

7.0 Damage / defects / loss

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7.1 In case of damage to or total or partial loss of the semitrailer, danger of damage, or a fault or defect to the semitrailer, the lessee will notify the lessor thereof immediately upon discovery. The lessee will inform the lessor in detail about all facts and circumstances that are relevant in this matter. The lessee will take all measures necessary to prevent further damage and will observe the instructions of the lessor.

7.2 The lessee is obliged, with due observance of the provisions set out under 6, to have lost parts or fittings replaced and to have the semitrailer repaired for his account.

7.3 If the semitrailer is totally lost, must be considered as such, or is stolen, seized or confiscated, the lessee will continue to pay rent until the replacement value of the semitrailer has been compensated to the lessor, unless the semitrailer has been seized by a third party in connection with a claim against the lessor. Should the semitrailer be recovered or released later, then the lessee will continue to pay rent until the semitrailer has been presented to the lessor, in accordance with the provisions under 10 and 11, as if the incident never took place.

7.4 The lessee will indemnify the lessor against any loss or damage the lessor may suffer due to total or partial loss of the semitrailer or damage to the semitrailer, unless this loss or damage is caused by intent or gross negligence on the part of the lessor.

7.5 In case of damage or total or partial loss of the semitrailer the lessee will assign all claims accruing to him from the incident to the lessor upon first request. This assignment will serve as security for the payment of all that the lessee owes to or will owe to the lessor.

8.0 Taxes

All taxes, duties, utilization taxes, customs duties and other levies imposed in connection with the use or storage of the semitrailer, with the exception of corporation tax or income tax, are for account of the lessee. In so far as these have been charged to the lessor, the lessor is entitled to subsequently charge these to the lessee.

9.0 Insurance

9.1 The lessee is obliged to take out an insurance for the semitrailer with a reputable insurance company against the risks of theft, loss, damage, however caused, if the lessor wishes against acts of war, to the amount of the replacement value, and a statutory liability insurance covering all risks without any excess or other restrictions, from the moment the semitrailer leaves the property of the lessor upon the entering into the rental agreement until the moment the semitrailer is returned to the lessor in accordance with the provisions of 11.1.

9.2 The lessee will pay the premiums of these insurances promptly. In the policies the lessee will appoint the lessor as beneficiary, to which the lessor hereby agrees.

9.3 The lessee will make these insurance policies, as well as receipts for the premium payments, available for inspection to the lessor, upon request.

9.4 The lessor may also take out these insurances himself, in which case the lessee will pay the premiums in addition to and in combination with the rent to the lessor. If the lessor so requires, the lessee will pay the premiums for the total rental period, or the minimum contract period, in advance. During the term of this agreement the lessor may notify the lessee in writing that he will take the insurance policies for the semitrailer on himself with effect from the date mentioned in the notification, in which case the lessee is obliged to pay the premiums for the insurances to be taken out by the lessor together with the rent to the lessor.

10.0 Termination

10.1 The lessee may terminate the agreement, but only by the date on which the minimum duration of the agreement ends or any later date. The rental agreement will terminate as soon as the lessee has returned the semitrailer to the lessor in accordance with the provisions under 11, but no sooner than after the minimum duration of the agreement.

10.2 The lessor may terminate the agreement by the date on which the minimum duration of the agreement ends or any later date. In that case the lessee is obliged to return the semitrailer to the lessor in accordance with the provisions under 11, before the expiration of said term.

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10.3 The lessor may terminate the agreement with immediate effect if the lessee:

- * fails to pay any amount due under this agreement within 14 days after the due date;
- * fails to fulfil any provision of this agreement;
- * in any way injures or endangers the rights or interests of the lessor or allows this to happen;
- * is liquidated or bankrupt;
- * has applied for a suspension of payments;
- * makes or has made a repayment arrangement with creditors.

10.4 In the event of termination as mentioned under 10.3 the lessee is obliged to return the semitrailer to the lessor immediately. The lessor will then also have the right to collect the semitrailer at the expense of the lessee. All costs incurred by the lessor for collecting the semitrailer, storing it and maintaining it are for account of the lessee. The provisions under 11 will apply *mutatis mutandis*. The lessee may not claim any damages from the lessor in the event of termination as mentioned under 10.3.

10.5 The provisions of articles 12, 13, 14 and 15 will survive any termination of the rental agreement. The other provisions of this agreement will remain binding upon the lessee until the semitrailer is returned to the lessor in accordance with the provisions under 11 and the lessee has paid all outstanding amounts to the lessor.

10.6 If there are goods in the semitrailer when the agreement is terminated and these goods are not collected by the lessee within 14 days after a request from the lessor, the lessor is entitled to store these goods for account of the lessee.

11.0 Return of the semitrailer

11.1 The semitrailer must be returned to the depot for return, complete and in the state as it was at the commencement of the rental period, apart from normal wear and tear. If the semitrailer is incomplete or damaged upon return, or parts or fittings, including documents, are missing, the rental will terminate when the semitrailer has been repaired and/or the missing items have been added or replaced. The costs for repairs and replacements are for account of the lessee, except in so far as the provisions under 6.2(a) up to and including 6.2(d) apply. Rent remains due until these repair works are completed.

11.2 If special circumstances arise the lessor will have the right to refuse the return of the semitrailer. As long as the special circumstance continues the rental will continue as well. Special circumstances can be all incidents that make it inconvenient for the lessor to collect the semitrailer, such at the discretion of the lessor.

11.3 The semitrailer can only be returned during normal working hours.

11.4 Upon return of the semitrailer to the depot for return the lessor will draw up an inspection report on the present condition of the semitrailer, if possible together with the person returning the semitrailer for the lessee. The lessee authorizes the person returning the semitrailer for him to draw up and co-sign this report on his account.

11.5 If the inspection report is drawn up without the concurrence of the lessee, the lessee is bound by the inspection report drawn up by the lessor unilaterally. The drawing up of an inspection report implies acceptance by the lessor of the return, without prejudice to the provisions under 11.1.

11.6 If the lessee returns the semitrailer before the minimum duration of the agreement has lapsed this will not result in the termination of the rental agreement and the lessee will have to continue to pay the full rental until the end of the originally agreed minimum duration of the agreement.

12.0 Payment

12.1 The lessee will settle the rental payments in a timely manner so that the lessor receives these not later than on the due date stated on the invoice. In so far as not specified otherwise in this agreement the lessee will pay other amounts due under this agreement within 14 days of the invoice date.

12.2 If an amount due under this agreement has not been paid on the due date, the lessee will be liable to pay interest on the outstanding amount equal to the statutory interest per month and calculated from the 1st day after the due date. If the lessor passes on a claim for collection by a third party the lessee must pay the lessor extrajudicial

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collection costs of 15% of the total amount outstanding, or at least all judicial costs actually incurred, without prejudice to the obligation of the lessee to compensate the lessor for other damage and costs en without prejudice to article 13.4.

13.0 Failure to fulfil

13.1 The lessee will compensate the lessor for all damage suffered as a consequence of the fact that the lessee has in any way failed to fulfil the obligations under this agreement.

13.2 If the lessee fails to fulfil any of his obligations under this agreement or any other rental agreement with the lessor properly and in a timely manner, this will suspend the obligations of the lessor towards the lessee arising from this agreement and any other rental agreements between the lessee and the lessor.

13.3 From the day the lessee is in default until the time the semitrailer is returned in accordance with the provisions under 11 the lessee is held to pay the applicable rental price once.

13.4 The lessee will compensate the lessor for all judicial and extrajudicial costs, including legal assistance costs and collection costs, the lessor incurs to compel the lessee to fulfil this agreement.

13.5 Payments settled by the lessee after a written demand or notice of default will first serve to settle the costs thereof, even if the lessee specifies another use upon payment.

14.0 Indemnification

14.1 The lessee will indemnify the lessor against all claims that third parties could substantiate related to the use, in the broadest sense of the word, of the semitrailer from the moment it leaves the property of the lessor upon entering into the rental agreement until it is returned to the lessor in accordance with the provisions under 11, as well as related to the condition of the semitrailer during that time, including third party claims in connection with the exercise of the rights granted to the lessor under 10.4 and 10.6, and claims arising from missing documents and carnet de passage.

14.2 The lessee will indemnify the lessor against all fines, penalties and such imposed on the lessor for serious and minor offences committed by the driver and/or passengers during the rental period.

14.3 Paragraph 2 does not apply if the lessee proves that the fine or penalty payable by the lessor is a result of a defect that already existed when the rental period commenced.

15.0 Exclusion of liability

15.1 Without prejudice to the other provisions of this agreement the lessor expressly excludes liability for:

- * damage arising from any visible or hidden defect to the semitrailer, irrespective of how this occurred, including loss of or damage to any goods on or in the semitrailer, except in so far as the defect was caused by intent or gross negligence on the part of the lessor;
- * damage arising from theft, loss, damage, seizure or confiscation of the semitrailer, including loss of or damage to any goods on or in the semitrailer, unless the semitrailer has been seized by a third party in connection with a claim against the lessor;
- * the consequences of licenses, documents or other papers being missing and/or not being renewed or applied for in time, except in so far as this was caused by intent or gross negligence on the part of the lessor.

16.0 Indications name / brand lessor

The lessor reserves the right to put his trade name or brand name or parts or indications thereof on the semitrailer. The lessee may not remove these or make them invisible, fully or partially, and may not allow third parties to remove these or make them invisible.

17.0 Security

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The lessor has the right, both upon commencement and during the term of this agreement, to require the lessee to provide security to the lessor's satisfaction for the fulfilment of his obligations towards the lessor. The lessee will then be obliged to provide the required security within a reasonable time.

18.0 Final provisions

18.1 This is a rental agreement. The lessee will never acquire any proprietary rights to the semitrailer.

18.2 Additions to this agreement will only be binding if they have been recorded in writing and signed by both parties.

18.3 The rights and obligations of the lessee under this agreement are not transferable, neither fully nor partially. The lessor is entitled to transfer his rights and obligations arising from this agreement to another legal entity, partnership or natural person.

18.4 Failure to insist on strict fulfilment of any obligation of the lessee under this agreement, such as allowing a delay of payment, will never create any right for the lessee.

18.5 This contract will be governed by Dutch law. Any dispute arising from this agreement will in first instance solely be settled by the District Court of Maastricht, in so far as the dispute exceeds the competence of the Subdistrict Court.

18.6 If this agreement is translated and any dispute arises as to the correct version / interpretation of the text, the Dutch version will always prevail.