

version 2016.01

General Terms and Conditions

General Terms and Conditions of the partnership Easy Container Service B.V., hereinafter referred to as "ECS", with its registered offices and principal place of business in Nieuwerkerk aan den IJssel (or its legal successor), registered in the Commercial Register of the Chamber of Commerce and Industry for Rotterdam under file number 67302181, hereinafter referred to as "the General Conditions".

1. Definition of terms

- a. Offer/Quotation: invitation, free of obligation, by ECS to make an offer;
- b. Contract: any contract regarding for example, but not limited to loan and/or purchase and lease, by whichever name;
- c. Order: all Contracts entered into by ECS, as well as all obligations arising thereof;
- d. Client: any natural person or legal entity that enters into a Contract with ECS or to whom ECS issues an offer;
- e. Articles/Goods: all that is provided and/or delivered by ECS under a Contract to a Client, or that is used for the implementation of the order, such as (CC) Danish Containers, Shelves and Uprights and other materials and/or accessories for that purpose, in the broadest sense of the words;
- f. Pool system: the (exchange) system as implemented and controlled by Container Centralen A/S;
- g. Pool holder: Container Centralen A/S;

2. Scope of application

- a. The General Conditions are applicable to the express exclusion of other conditions – including conditions or general conditions operated by the Client (if any) – to all Quotations and/or Offers on the part of ECS and/or Contractors for the lease and/or delivery of articles and/or goods and/or services, which are entered into by and/or with ECS.
- b. All Quotations and/or Offers are made and/or Contracts entered into under the express resolutive condition that the General Conditions are fully applicable to them.
- c. The General Conditions can only be departed from in full or in part by way of a written Contract to that effect signed by both parties. If one or more points of the General Conditions are departed from in such a case, the remaining stipulations will remain fully in effect.

3. Formation and content of Contracts

- a. In the absence of written agreement to the contrary, all Quotations and/or Offers on the part of ECS are entirely free of obligation.
- b. Contracts shall be formed as soon as ECS has expressly accepted an order placed by the Client, or once ECS has commenced implementation of the order.
- c. Amendments and/or additions to a Contract, and their acceptance, must be made by ECS in writing or confirmed by ECS in writing.

4. Prices and rates

- a. Prices and rates are determined by ECS for each Order and apply exclusively to the date of delivery and/or the agreed period.
- b. In the absence of agreement to the contrary, prices and rates are in EURO, not including the payable turnover tax 'ex-depot' ECS.
- c. The prices and rates of ECS exclusively include the constituents specifically named in the Contract. Evident calculation errors made by ECS can be unilaterally rectified by ECS (if necessary with retroactive effect) and cannot in any way be invoked against ECS by the Client.
- d. If, within three months of concluding a Contract in respect of rental or lease, changes occur in cost-price determining factors, ECS is entitled to pass those on to the Client in full.
- e. The lease payable by the Client shall be calculated from the date on which the goods are made available to the Client in accordance with the Contract and/or following notification to the Client, unless agreement has been made to the contrary, up to and including the agreed termination date and/or the date on which the goods are returned to ECS in good condition or collected by ECS.
- f. Prices and rates are exclusive of amendments and/or levies imposed by the government, including tax increases and/or reductions, unless agreed otherwise in writing.
- g. Deliveries shall be made "ex-depot" ECS by handing over the goods to the Client, or by driving the means of transport with which the goods are being delivered to the destination indicated by the Client.
- h. The Client undertakes to ensure that the destination is easily accessible to normal means of transport.
- i. In the absence of agreement to the contrary, all days of the year – without exception – are counted fully in determining the lease period and – accordingly – the calculation of the lease.
- j. For transport to the destination and delivery, the goods are transported at the Client's risk. If the destination is not clearly accessible or fit for being driven on, all related costs, such as costs of delays, inability to complete the order, etc., shall be borne in full by the Client.

5. Payments

- a. In the absence of agreement to the contrary, payment of the lease - and all other financial obligations of the Client to ECS under the Contract and the General Conditions - shall take place by means of automatic direct debit, for which purpose the Client will issue an irrevocable direct debit mandate to ECS immediately upon signing the Contract.
- b. In the event of a standard direct debit mandate as referred to under subsection 5a of the General Conditions not being issued in a timely manner, ECS shall be entitled to regard the Contract, together with the General Conditions, as being an irrevocable direct debit mandate and – accordingly - to issue it to its bank with instructions to arrange the debit.
- c. As additional security for compliance with his payment obligations, the Client is obliged on the first request of ECS to transfer a security deposit to a bank account to be kept and specified by ECS in the minimum amount of two lease instalments.
The Client does not have the right to set off this security deposit amount against any obligation under the Contract.

- d. In addition to the security deposit provided for above in subsection 5c of the Standard Conditions, ECS reserves the right to require the provision of additional security for all existing and/or future claims of ECS on the Client, and the Client confirms his agreement to that in advance upon entering into a Contract with ECS.
- e. In all cases where the Client fails to pay an amount payable to ECS under the Contract on the due date, or reverses a payment (at a later date), the Client shall forfeit to ECS an immediately payable penalty, by operation of law per calendar month from the due date of that amount, of one per cent of the payable lease calculated per calendar month, where for the calculation of the contractual penalty hereby agreed each month that has commenced shall constitute a full calendar month, with a minimum monthly amount of EUR 500.00.
- f. In the absence of agreement to the contrary, payments must be made without any setoff of any nature, in good time, by irrevocable transfer to a bank account in the name of ECS, in the currency stated in the invoice.
- g. For Contracts pertaining to purchase and sale, payment of the agreed purchase price must be made in cash in advance or by means of telephone bank transfer, unless agreed otherwise in writing.
- h. If the Client does not comply with his payment obligation in full within the agreed period(s), he is lawfully in default through simply exceeding said period.
- i. As soon as the Client is in default in relation to this payment obligations, in addition to the agreed contractual fine referred to under subsection 5e of the General Conditions, he is bound to pay the statutory interest rate pursuant to Section 6:119a of the Netherlands Civil Code over the total due and payable claim to ECS, and for its calculation every commenced month is counted as a full month.
- j. In addition to the above, the Client will bear all losses and costs related to the necessary debt collection measures, including internal costs, extrajudicial and judicial costs, with a minimum of 15 per cent of the total payable amount, including fines and interest.
- k. ECS reserves the right to suspend with immediate effect and until further notice all obligations, of any nature whatsoever, that he has accepted in respect of the Client if and for as long as the Client fails to meet any exigible claim, of any nature, in respect of ECS.
- l. If the Client is in default, ECS further reserves the right to suspend all Contracts or to dissolve them, without the Client thus being entitled to claim any compensation for damages in that regard, without prejudice to the right of ECS to claim full compensation for damages from the Client for all obligations of the Client under the Contract had it not been necessary for ECS to dissolve them.

6. The containers

- a. The containers and accessories provided by ECS to the Client for the implementation of the order may not, during a lease period, or for as long as their ownership has not been acquired by the Client, be modified and/or painted, or otherwise be given markings, symbols or signs other than the symbols and/or markings applied by or on behalf of ECS and/or the Pool holder.
- b. During his participation with the leased property in the Pool system, the Client is expressly responsible for the items made compulsory by the Pool holder for participation with the leased property in the Pool system. These items made compulsory by the Pool holder expressly do not form part of the leased property. As well as the lease, the Client is also liable in relation to the leased property for the costs related to the aforesaid related items made compulsory by the Pool holder.
- c. The containers with accessories may only be used to transport pot plants, cut flowers et cetera and only insofar as that transport forms part of the Client's customary business operations.
- d. The containers may only be used with the original Shelves and Uprights, etc., as supplied by ECS.
- e. In the case of lease the Client is obliged within five days – including weekends and public holidays – upon receiving a written request to this effect from ECS to submit a truthful and complete written overview of precisely where the leased goods are located, this being on penalty of an immediately payable fine, not subject to moderation, of EUR 12.50 per container and EUR 2.50 per shelf per day.
- f. Containers, including all accessories issued by ECS, may not be used outside of the business premises of the Client for deliveries from or to fellow-contractors who are not participating in the Pool system unless the containers in question with these fellow-contractors are directly unloaded and then collected by the Client, on penalty of an immediately payable penalty, not subject to moderation, of EUR 12.50 per container and EUR 2.50 per shelf per day.
- g. A container may be loaded with a maximum weight of 150 kilograms per container, evenly divided over the shelves used.
- h. ECS reserves the right at all times during the lease period to check the containers it has issued to the Client or to have that done by others, for which ECS agrees to cooperate in full upon formation of a Contract, and to provide all necessary access to the companies where the containers are located.
- i. ECS reserves the right to replace the leased containers during a lease period with containers of an improved construction or and/or design and also in such cases to introduce an amended lease.
- j. If Container Centralen A/S makes changes to (CC) containers, ECS reserves the right to pass on the related costs to the Client.
- k. In the event of loss or theft the Client is obliged to pay the replacement value of the leased property, for which purpose the replacement price will be calculated on the basis of the guidelines operated by Container Centralen A/S.

7. Duration and termination of Contracts

- a. Contracts for the lease of containers and/or accessories, etc., are entered into on the basis of daily lease, period lease or annual lease.
- b. Contracts based on a period lease terminate by operation of law following expiry of the period agreed with the Client or in the case referred to in subsection 7e of the General Conditions. A period lease can only be extended by means of a new, written Contract. Contracts on the basis of an annual lease shall be terminated by the Client by means of a written notice of termination to ECS, which must be received no later than 2 months prior to the end of the original period. Failing termination in time, the Contract is continued for the same period as agreed originally, without prejudice to ECS' right to terminate the Agreement with due regard to the original period.
- c. If the containers and/or accessories are not handed in/returned to ECS on time following the end of a lease period, the Client shall be liable to ECS for payment of compensation equal to the daily lease calculated from the time at which the Contract was terminated until the time at which all containers and/or accessories etc. provided in the context of the Order to the Client have been returned or their replacement value – determined on the basis of the guidelines operated by Container Centralen A/S – has been compensated and paid out by the Client to ECS.

- d. Upon termination of the Contract for any reason whatsoever, ECS retains full entitlement to require the Client to meet all of his obligations under the contract, including but not limited to the right to lease, penalties, compensation for damage to goods or their loss.
- e. ECS has the right to suspend or terminate the Contract with immediate effect if the Client defaults in any manner in respect of ECS, is declared bankrupt or his bankruptcy is applied for, if he is included in a (statutory) debt management scheme, applies for or is granted (provisional) suspension of payment or becomes insolvent or offers an extrajudicial settlement or has one offered. Default also includes a circumstance where the Client does not provide security for complying with obligations as referred to under subsection 5d of these General Conditions upon ECS' first request. Furthermore, ECS is entitled to terminate the Contract with immediate effect if ECS has a reasonable fear that the Client will not meet his obligations or this may be deduced from notices from the Client ("anticipatory breach").
- f. If the Client is a legal entity, in the event of the Client being declared bankrupt and/or being granted (provisional) suspension of payment, every actual or statutory Director of the Client shall be jointly and severally liable for compliance with all contractual obligations between the Client and ECS and also, but not exclusively, for the payment of compensation for all damages, in the broadest sense of the word, that are suffered or will be suffered by ECS as a result of the Client being declared bankrupt and/or granted (provisional) suspension of payment. If the Director of the Client is a legal entity, this provision continues to have effect to the eventual liability of natural persons with ultimate control over the Client.
- g. If the suspension or termination of the Contract arises on the ground of causes that cannot be attributed to ECS, the Client shall be obliged to pay the agreed rate during the period of suspension.
- h. If the Client cancels or suspends an Order already placed, the Client shall remain obliged to comply with all obligations under that placed Order, including the payment of compensation for losses thus suffered by ECS, including the incurred costs, loss of profits, reservation of production capacity, loss of interest, irrespective of the reason – including force majeure – for the cancellation or suspension.

8. Complaints

- a. Complaints are defined as all complaints made by the Client concerning the Order or its implementation.
- b. Complaints must on penalty of forfeiture of rights be submitted to ECS, in writing and giving reasons, within two days at the latest following completion of the implementation of the order.
- c. The Client is obliged upon delivery of the leased property or the goods to check them for defects, damage, etc., and to submit complaints in that regard to ECS in writing within 24 hours. Following that period all rights in that regard shall be null and void and all defects, damage, etc., shall be deemed to have been caused following delivery and/or during the usage period, so that the Client is liable for them.
- d. The Client shall at all times give ECS sufficient opportunity to rectify any defects in the leased property, etc., on penalty of the immediate nullity of all claims and/or guarantees that are not already excluded by means of the General Conditions and/or the Contract.

9. Insurance and losses

- a. The Client is fully responsible and liable for the leased property from the time of delivery until its return to ECS' depot.
- b. The Client undertakes to treat the items with due care. The Client is obliged to insure the items at their replacement value and to keep them insured against all damages, risks, loss and theft until the time at which they have been returned to and accepted by ECS.
- c. The Client undertakes on the first request of ECS to submit a copy of the policy for that purpose as well as all underlying conditions and a statement confirming that the premium stipulated in the policy has been paid on time, in the absence of which ECS shall be entitled to dissolve the Contract with immediate effect.
- d. In the event of the goods being lost or damaged as a result of damage or a risk, the insurance payment in that regard must be paid out directly to ECS. The Client is obliged to inform his insurance company or companies of this agreed obligation and to communicate the names and addresses of his insurance companies to ECS on the first request of ECS.
- e. ECS reserves the right to inform the insurance company or companies that the insurance payments for goods owned by ECS are to be paid out directly to ECS and if that is not done the parties agree that the company will hold the payment for ECS rather than for the Client should the situation arise.
- f. During the lease period all necessary repairs shall be made by or for ECS. The Client is permitted only with the prior written consent of ECS to carry out repairs or have them carried out by expert personnel, subject to the proviso that only original parts may be used.
- g. Only repair costs due to normal usage wear and tear are at ECS' expense. All costs incurred as a result of overloading and/or inexpert use shall be borne by the Client. Defects caused by inexpert use of the leased property or its use for purposes other than for which it is suitable, or by inadequate day-to-day maintenance, overloading or incorrect position shall be borne by the Client.
- h. Faults and damages must be reported in writing to ECS immediately but within 24 hours of being caused (preferably by fax).
- i. If the leased goods are returned to ECS damaged or without having been fully cleaned, the Client is liable to pay ECS for all costs regarding the required cleaning and/or damage repairs. ECS has the right to use the direct debit mandate issued to it in order to collect these costs.
- j. On return, the Client is entitled to have an expert ascertain the condition of the leased goods, failing which the loss report prepared by ECS will be decisive. With regard to defects established by ECS, the only burden of proof to which ECS is subject is the submission of a specific bill showing the costs of cleaning and/or repair. The lease period will be extended for the period required to clean and/or repair the leased property, subject to the proviso that the Client is obliged to pay the daily lease over the period (calculated per day) involved in the period needed for cleaning and/or repairs.
- k. Once ECS has accepted the return of the leased property at its address, it reserves the right to notify the Client within a period of eight days that the goods have not been returned in good condition. The Client is liable for damage established within this period.
- l. If it has been agreed that the leased property will be collected by ECS at the end of the lease period, the Client will keep the goods ready for transport upon receipt of prior notification. Additional costs due to non-compliance with this

obligation shall be charged to the Client by ECS.

10. Limitation of liability

- a. ECS cannot be held liable for any compensation for damages to the Client or third parties other than that arising from legal liability, up to a maximum of the relevant insured amount and insofar as the cover is provided by ECS' liability insurance.
- b. ECS is not obliged to pay direct or indirect damages of any nature whatsoever, including consequential damages and trading losses, which claims of the Client are directly excluded.
- c. ECS cannot be held liable to the Client or third parties for losses caused by intentional act or omission, wrongful act or negligence on the part of those whose services it uses for the implementation of the contract, regardless of by whom they are employed.
- d. ECS is also not liable for damage caused to the Client or third parties by auxiliary means or means of transport used by ECS. This is subject to the extent to which the law obliges ECS to pay compensation for damages and to cases of intentional act or omission or gross negligence on the part of ECS.

11. Force majeure

- a. In the event of force majeure ECS reserves the right to dissolve the contract in full or in part without any legal intervention being required or to suspend its implementation, without ECS being obliged to pay any compensation for damages to the Client.
- b. Force majeure is defined in the General Conditions as all facts and circumstances beyond the control of ECS and on which grounds ECS cannot reasonably be required to implement the Contract, including but not limited to: late delivery by suppliers, sickness among the personnel of ECS, faults in auxiliary or transport equipment, fire, work strike, traffic congestion, hindering weather conditions and so on.

12. Retention of title

- a. All goods delivered by ECS remain the property of ECS until the Client has met all of his payment obligations to ECS, including purchase amounts, compensation, debt collection costs and interest, also those arising from and/or related to previous and/or different lease contracts between ECS and the Client. The Client is not free to dispose of goods or to grant any rights to them until that point in time.
- b. In the event of the Client failing to meet his obligations to ECS, ECS has the right to immediately repossess the goods, without prejudice to ECS' right to full compensation from the Client for imputable non-compliance with the contract with ECS. The Client cannot under any circumstances invoke a right of retention against ECS, this being on penalty of an immediately payable fine, not subject to moderation, of EUR 12.50 per container or EUR 2.50 per shelf per day.
- c. In the event of third parties wishing to impose an attachment on or make other claims concerning the goods (including a retention of title) owned (or held) by ECS, the Client is obliged to inform ECS as such by telephone within 24 hours and to confirm the notification in writing within the same time period, this being on penalty of an immediately payable fine, not subject to moderation, of EUR 12.50 per container and EUR 2.50 per shelf per day, notwithstanding the Client's obligation to compensate ECS for damages in the broadest sense of the word, including the replacement value of the container and accessories.
- d. Article 12a is not applicable to lease contracts and the Client confirms by accepting the General Conditions that he is aware of and where necessary agrees that the ownership of the leased property can be (or come to be) held by a third party and that the leased property can be (or become) pledged to a third party as security for the payment of all claims that that third party has or may have against ECS.
- e. Notwithstanding the existence of a contract between the Client and ECS, the Client shall on the first request surrender the leased property to the third party referred to in subsection 12d, without the Client thus being entitled to invoke any right of retention, if and as soon as that third party claims the surrender of the leased property on the ground of non-compliance of ECS in respect of that third party. As a result of that claim, the contract between the Client and ECS will be terminated with immediate effect by operation of law. Surrender as provided for above shall take place at the offices of the third party or at a location indicated by that third party.
- f. If the situation provided for under 12e arises and the third party wishes to allow the Client to continue the use of the leased property, the Client shall be obliged on the first request of the third party to enter into a lease agreement with the third party for the remaining term of the contract between the Client and ECS, under the same terms and conditions.
- g. The Client hereby waives the applicability of sections 7:226 and 7:227 of the Netherlands Civil Code.
- h. The Client undertakes to relinquish his rights to revoke the third-party clauses provided for in subsection 12d to g on any grounds whatsoever.

13. Protection of personal and company details

- a. ECS acts in conformity with the statutory regulations governing the protection of personal data. If a Client wishes to view his personal details, he may contact ECS. The information issued by the Client will be used by ECS to process the Contract and will be kept in the client records database.

14. Applicable law and court of competent jurisdiction

- a. All contracts entered into between ECS and third parties shall be governed by the laws of the Netherlands.
- b. The provisions of the Vienna Sales Convention and the ULIS convention are expressly excluded.
- c. All disputes arising from Contracts shall be referred in the first instance to and adjudicated by the competent court in Rotterdam, unless ECS opts to have the dispute referred to the competent court in the place where the Client has his registered offices or domicile.

This version is a translation of the original of the General Terms and Conditions which have been drawn up in Dutch. In case of any discrepancy, error or omission in comparison to the Dutch version, the wording of the Dutch version of the General Terms and Conditions shall prevail.