



Stolt Tank Containers B.V.

A subsidiary of
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STOLT TANK CONTAINERS

PURCHASE ORDER TERMS AND CONDITIONS

1. The purchaser of goods and related services is the Stolt legal entity identified on the Purchase Order, hereinafter referred to as the "Company". Any supplier of goods and related services by a supplier, vendor or subcontractor is hereafter referred to as the "Supplier". The Purchase Order shall incorporate the below terms and conditions agreed between the Company and the Supplier. For the purposes of the Purchase Order and the Terms and Conditions contained herebelow, reference to the Company shall mean the Company and any subsidiary, affiliate, parent company, and agent.
2. Supplier guarantees that all equipment or material delivered or services performed hereunder shall be free from defects of material or workmanship and guarantees that all parts furnished will conform strictly to specifications and drawings furnished by the Company.
3. The complete Purchase Order number must appear on all invoices, packages and itemized packing slips to be enclosed with the package, and no boxing, packing, or cartage charges will be allowed unless specified on the Purchase Order.
4. Instructions for operation and erection of machinery or instruments shall be sent, reasonably in advance of delivery, to the "Bill To" address and the "Ship To" address found on the Purchase Order.
5. If Supplier fails to deliver as and when specified, the Company reserves the right to cancel this order or any part thereof at no cost to and without liability to the Company.
6. In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, Supplier agrees to defend, indemnify and hold the Company and its customers harmless from any loss or the payments of all sums of money by reason of all accidents, injuries, or damages to persons or property that may happen or occur in connection with the use or sale of such article and are contributed to by said defective condition.
7. If Supplier performs services or constructs, erects, inspects, or delivers hereunder, Supplier agrees to indemnify and hold the Company and its customers harmless from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection therewith.
8. Supplier represents and warrants that no Federal or State Statute or regulation, or Municipal Ordinance, has been or will be violated in the manufacturing, sale, and delivery of any article or service sold and delivered hereunder, and if such violation has or does occur, Supplier shall indemnify and hold the Company and its customers harmless from all loss, penalties, or the payment of all sums of money on account of such violation.

9. Supplier warrants that material, equipment or supplies furnished pursuant to this Purchase Order, do not infringe any patent or trademark rights of others and Supplier agrees to defend and hold the Company and its customers harmless against any loss, damage, attorneys fees or costs incurred by or assessed against the Company or its customer on account thereof.
10. The terms and conditions of this Purchase Order govern in the event of any conflict with any terms of Supplier's proposal, and are not subject to change by reason of any written or oral statements by Supplier or by any terms stated in Supplier's acknowledgement unless same is accepted in writing by the Company.
11. For purposes of computing cash discounts, the time period will commence on receipt of invoice or receipt of material whichever is the later.
12. The responsibility rests with the Supplier to use the lowest published rates and any excess transportation charges incurred are to be borne by the Supplier. However, if most economical methods will not assure delivery by date shown, contact the Company.
13. The Supplier will be held responsible for any excess transportation charges incurred due to making partial shipments on this order.
14. Routings for all carload shipments must be arranged with the "Bill To" office. When requesting alternate routing, the Supplier is to advise originating point of shipment and originating carrier.
15. Supplier agrees to comply with all of the Company's rules including but not limited to the rule of no smoking except in designated areas, as well as the Company's Code of Business Conduct. Upon request, a copy of the Company's Code will be delivered to the Supplier.
16. On any services performed, Supplier agrees to furnish, upon the Company's request, prior to the start of such services, certificate(s) of insurance evidencing insurance coverage, as set forth in Clause 22 hereof. Such certificate of insurance shall name the Company as an additional insured and shall include both a waiver of subrogation in favor of the Company and a provision specifying that the Company will receive written notice of any cancellation of insurance coverage at least thirty (30) days prior to such cancellation.
17. On any work performed at the Company's plant site, Supplier, upon completion of the job shall remove from terminal all debris relating to the work performed.
18. The Company may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.
19. The Company shall not be liable to Supplier for consequential damages or loss of anticipated profits. Supplier shall not be liable to Company for consequential damages or loss of anticipated profits except for amounts recoverable by Supplier or its subcontractors under valid and collectable insurance carried by Supplier or its subcontractors.
20. Company and Supplier shall indemnify, defend and hold each other harmless from claims, demands and causes of action asserted against the indemnitee by any third party (including, without limitation, Supplier's and Company's employees) for personal injury, death or loss of or damage to property resulting from the indemnitor's negligence, Gross Negligence, or Willful Misconduct. Where personal injury, death, or loss of or damage to property is the result of joint negligence, Gross Negligence, or Willful Misconduct of Company and Supplier, the indemnitor's duty of indemnification shall be in proportion to its allocable share of joint negligence, Gross Negligence or Willful Misconduct. If either party is strictly liable under applicable law, the other party's duty of indemnification shall be in the same proportion that its negligence, Gross Negligence, or Willful Misconduct contributed to the personal injury, death, or loss of or damage to property for which a party is strictly liable. The term "negligence" in this Purchase Order shall include

active or passive negligence. "Gross Negligence" is defined by the law governing this Purchase Order; however, if such law does not define the term "gross negligence", it means any act or failure to act (whether sole, joint or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or indifference to the harmful consequences. "Willful Misconduct" is defined by the law governing this Order; however, if such law does not define the term "willful misconduct", it means an intentional disregard of good and prudent standards of performance or of any of the terms of this Purchase Order.

21. Notwithstanding anything to the contrary in this Purchase Order, each party shall bear full responsibility, without limit, for its Gross Negligence or Willful Misconduct and, in no event, will a party be required to release or indemnify the other party for Gross Negligence or Willful Misconduct attributable to the other party.
22. Supplier shall carry adequate insurance as required by law, including but not limited to workers' compensation and employers' liability or similar social insurance, and its normal and customary comprehensive general and automobile liability insurance with limits of liability of not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate. Supplier shall ensure that its insurer agrees to waive any and all rights of subrogation in favor of the Company.
23. Supplier shall deliver to Company, prior to delivery/usage of any goods containing chemical products, a Materials Safety Data Sheet (MSDS) in respect of such goods (if applicable).
24. Supplier represents and warrants that all activities performed in connection with this Purchase Order shall be in compliance with all applicable laws, statutes and governmental regulations, including but not limited to, the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act 2010, the U.S. Anti-Boycott laws, and all economic and trade sanctions administered by the U.S. Department of Treasury's Office of Foreign Asset Control ("OFAC"). The Supplier agrees to refrain from any activity in connection with this Purchase Order that would constitute a violation of any of the provisions of these applicable laws, statutes and regulations. Supplier agrees to provide the Company with any information and records, reasonably requested, with respect to the activities of the Supplier in order to determine or confirm whether the Supplier is in compliance with all applicable laws, statutes and regulations. If the Company has reason to believe that a breach under this provision has occurred, or may occur, then the Company may withhold further payments until such time as it is satisfied through an audit that no breach has occurred or may occur. Any breach of this provision shall constitute a material breach of this Purchase Order. The Company may in its sole and reasonable discretion deem the Purchase Order immediately void without the requirement of any written notice of cancellation. Any and all claims for payment by the Supplier in connection with any transaction for which a breach under this provision has occurred shall be automatically terminated and cancelled. Supplier agrees to indemnify, defend and hold the Company harmless against any and all claims, losses or damages arising from or related to the Supplier's breach of this provision or the cancellation of the Purchase Order pursuant to this provision.