

**HENRY BATH BVBA (“THE COMPANY”)  
CONDITIONS FOR STORAGE IN BELGIUM  
Version 1 – 18 August 2017**

1. The Customer taking up and relying on this Document, (“**the Bearer**”) agrees that the following terms and conditions (collectively described as the “**Conditions**”) shall apply and be incorporated herein by reference as follows:
  - (a) storage of Goods warranted under LME, CME or ICE (together “**Exchange**”) rules and delivery out to the last Exchange Warrant holder, shall be governed by (i) the relevant Exchange rules and regulations including warehouse rules (“**Exchange Rules**”); (ii) the terms on the front and reverse of the Warrant (“**Warrant**”); and (iii) the KVBG General Conditions for the handling of Goods and related activities in the port of Antwerp (“**KVBG terms**”) as amended from time to time. In the event of any inconsistency between any of the aforesaid terms, effect shall be given to the Exchange Rules in preference to the Warrant, and to the Warrant in preference to KVBG terms as the case maybe.
  - (b) all other storage and services shall be governed by the terms on the front and reverse of the Warehouse Receipt, Storage Confirmation, Release Order or other similar document issued by the Company (“**Warehouse Receipt**”); and (ii) the Company’s General Terms and Conditions (“**BGTC**”). In the event of any inconsistency between any of the aforesaid terms, effect shall be given to the Warehouse Receipt in preference to the BGTC.
2. A copy of the KVBG terms and the BGTC are available on request or may be viewed on the Company’s website at [www.henrybath.com](http://www.henrybath.com)
2. The Company does not insure the Goods at any time. Rent will continue to be charged from the date the Warrant/Warehouse Receipt is cancelled up to and including the date of collection. Split collections may incur a supplementary charge. The maximum delivery out charge to Free on Truck (FOT) is notified from time-to-time by the Company to the Exchanges. Loading into containers or any other form of conveyance will incur additional charges. It is the responsibility of the Bearer to present vehicles for loading promptly at the agreed time. Hauliers are responsible for their own blocking, bracing and securing.
3. Before physical delivery of the Goods (as described on the front of this Warrant/Warehouse Receipt) can take place, this Warrant/Warehouse Receipt must be: (a) presented to the Company’s agent; and (b) all charges for storage, loading and unpacking of containers, weighing, palletising, strapping metal, inspection, transportation, re-delivery and/or any ancillary services in connection therewith if unpaid, must be paid by the Bearer to the Company.
4. The Goods are not necessarily in free circulation. Any declaration or registration of the substance that is required under regulation EC 1907/2006 (REACH) together with any customs clearance and payment of duty, value added tax or other state or national taxes must be arranged and paid for by the Bearer before the Goods can be removed from the warehouse.
5. If any clause or subclause of any part of these Conditions is unlawful, that clause or subclause shall be deemed deleted, the Conditions remaining in full force as if the clause or subclause had never been contained in it.
6. The Bearer acknowledges having received the Conditions or having downloaded them from [www.henrybath.com](http://www.henrybath.com). The Bearer is assumed to fully understand the Conditions and to accept them.
7. The Company has the right to unilaterally modify the Conditions. The Bearer will be bound by the new Conditions the moment he has received them or the new Conditions are posted on [www.henrybath.com](http://www.henrybath.com). The last version of the BGTC will prevail.
8. The Company explicitly rejects the applicability of any general conditions or similar document which the Bearer has provided, even if they those were provided first as part from the Bearer’s offer. The Company’s silence can never constitute an acceptance of the Bearer’s general conditions or similar document.
9. The Company is only liable for the damage and/or loss that is the direct consequence of its proven fault. The liability of the Company is limited to €875.- per package and €125.- per metric tonne for bulk cargo. For this purpose a ‘Package’ shall mean a bar, bundle, sow, drum, bag or such unit as goods are packaged into for lifting.
10. The maximum liability per Warrant/Warehouse Receipt regardless of the number of packages for each claim, shall in no case exceed € 2,500.-.
11. Notwithstanding 9 and 10 above, in the event of multiple claims by a Bearer, the Company’s liability shall be limited to €25,000 regardless of the number of Warrants/Warehouse Receipts held by such Bearer.
12. The Company is exempt from liability (i) for loss of profits, special, consequential or indirect loss or any kind, (ii) arising out of events occurring before or after Goods were in the custody of the Company, (iii) arising out of incorrect/incomplete instructions; and (iv) arising out of circumstances beyond its reasonable control in particular the cases set out in Article 7 of the KVBG terms.
13. All liability of the Company shall lapse if the claim is not lodged in writing at the conclusion of the task. Without Prejudice to the above, any claim against the Company shall expire and be irrevocably time barred one year after the determination of the damage and/or shortage and/or loss, or in the case of dispute, one year after the date of invoice, unless a shorter date is fixed by law.
14. All legal disputes shall be settled according to these Conditions for Storage and according to Belgian law. The tribunal of Antwerp is the sole legal venue.