

**HENRY BATH BV (“THE COMPANY”)  
CONDITIONS FOR STORAGE IN BELGIUM AND THE NETHERLANDS**

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, LIFFE 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 EITHER (iii) for Goods stored in the Netherlands the Dutch Warehousing Conditions deposited by the FENEX (‘FENEX terms’) as amended from time to time OR (iv) for Goods stored in Belgium the KVGB General Conditions for the handling of Goods and related activities in the port of Antwerp (‘KVGB 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 FENEX terms or KVGB 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 (“GTC”). In the event of any inconsistency between any of the aforesaid terms, effect shall be given to the Warehouse Receipt in preference to the GTC.
2. A copy of the FENEX terms, the KVGB terms and the GTC 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.

**FOR GOODS STORED IN THE NETHERLANDS APPLY CLAUSES 6 -15 BELOW**

6. All activities of work shall be performed for the Bearer’s account and risk. The Company shall not be liable for any damage or loss, unless the Bearer proves that the damage or loss was caused by gross negligence or wilful misconduct of the Company. In case of damage or loss because of theft by burglary, the Company shall be considered to have applied adequate care, if it has provided proper closure of the place of storage.
7. While the burden of proof to the contrary as to the cause rests upon the Bearer, no liability exists in case damage or loss occurred due to (a) goods stored in open air (b) handling, loading, storing, unloading by the Bearer or persons acting for account of the Bearer (c) the nature of the Goods and/or through spontaneous combustion, inflammation, melting, breaking, corrosion, decay, desiccation, leakage, normal reduction of quality, or the action of moth or vermin etc. (d) heat, cold, temperature variations or humidity if it was not agreed that the storage would be undertaken in a space meant to protect from such conditions (e) insufficiency or inadequacy of number, letters or marks of the package.
8. If the Company proves that the damage or loss could have been a consequence, in whole or part, of one of the special risks indicated sub clauses 7 (a) – (e) above, the damage or loss is presumed to be the sole result of such risk(s).
9. No liability exists if the Company proves that it has taken all measures that, taking into account all of the circumstances, could reasonably have been expected from it. Such is deemed precedent in case of force majeure, governmental measures, claims, molest, strike, exclusion, sabotage, revolt, plundering, stagnation, fire, smoke, explosion, radiation, fire extinguishing water, water pipe breakage, flood, storm and in general any external calamity.
10. In all cases and under all circumstances the Company’s liability in relation to lost/damaged Goods shall be limited to the lower of (i) 2,000 SDR per metric tonne gross weight lost or damaged and (ii) the value of the Goods on the date of issue of the Warrant or Warehouse Receipt.
11. Notwithstanding 10 above, the Company’s liability to the Bearer shall additionally be capped at SDR 100,000.- per event or series of events leading to the same cause of damage regardless of the number of Warrants/Warehouse Receipts held by the Bearer.
12. For claims other than loss/damage to Goods the Company’s liability shall be capped at €81.- per event.
13. The Company shall only be liable for the Goods themselves and shall never be liable for indirect, consequential or special damages, lost profits, financial loss and immaterial damage.
14. All claims against the Company shall become extinct and irrevocably time barred if legal proceedings are not commenced within a period of 12 months. The period shall commence on the earliest of (i) the day after the Company redelivered or should have redelivered the Goods (ii) the day the Company informed the Bearer of the event giving rise to such claim; or (iii) notwithstanding the above, in any event this period shall commence on the day such claim has become due and payable.
15. These Conditions for Storage shall be governed by Dutch Law, while all disputes arising there under shall be submitted to the exclusive jurisdiction of the competent court in Rotterdam, the Netherlands.

**FOR GOODS STORED IN BELGIUM APPLY CLAUSES 16-21 BELOW**

16. 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 €75.- 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.
17. The maximum liability per Warrant/Warehouse Receipt regardless of the number of packages for each claim, shall in no case exceed €2,500.-.
18. Notwithstanding 16 and 17 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.
19. 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 KVGB terms.
20. 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.
21. 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.