

## **GENERAL OPERATING CONDITIONS OF SILO LEASE OF MAASGRIT B.V.**

General Operating Conditions of Silo Lease of Maasgrit B.V., having its registered office and principal place of business in Maastricht, the Netherlands.  
Registered with the Chamber of Commerce in Maastricht under no. 70484112.

Version January 2019

### **Article 1 – General**

These General Operating Conditions of Silo Lease (hereinafter: the "Conditions") form an integral part of the applicable General Terms and Conditions of Sale and Delivery of Maasgrit B.V. (hereinafter: Maasgrit), which continue to apply in full. The Conditions relate to all stock silos, storage silos, storage containers, mini silos and the like (hereinafter: the "Silo" or "Silos") to be leased or that are leased by Maasgrit.

### **Article 2 – Transport, placement/relocation and retrieval**

If required, the lessee/user (hereinafter: the Lessee) shall arrange for any necessary exemptions and permits with regard to the transport, placement and use of the Silos. Unless expressly agreed otherwise, Maasgrit shall take care of the delivery and placement, any interim relocation and the retrieval of the Silos after the lease period at the expense of the Lessee. Any necessary hoisting and/or other equipment or assistance by personnel must be provided by the Lessee at its own expense and risk.

### **Article 3 – Assembly sites**

The Lessee shall designate the assembly site on the grounds where the Silo is to be placed and shall bear all costs associated with the use of these grounds. The specifications of the Silos are available on request. The assembly site of the Silo must be sufficiently large and paved, have the necessary bearing capacity and stability and must be accessible and prepared in such a way that the Silo can be placed or removed immediately after arrival of the means of transport. The assembly site must be flat and level, with the necessary clearance height without any danger to any nearby pipelines, so that the Silo can stand in a perpendicular position. If the Silo can only be placed on a unpaved surface, the Lessee must first ensure an adequate and safe floor structure in view of the danger of subsidence. The Lessee is always responsible for ensuring adequate protection against erosion/storm water and instability. The assembly site must be free of contaminated or prohibited substances and the Lessee will report any former contamination or the close proximity of such substances in advance. The Lessee has an obligation to provide information and is responsible for any consequences of such contamination, as well as for non-compliance with the assembly requirements, and will compensate and indemnify Maasgrit for this.

### **Article 4 – Location of assembly site**

The Lessee must acquaint itself in advance of the location of buildings, construction, underground and aboveground pipelines and planned new pipelines, and on the basis of this determine the location of the assembly site in such a way that there is no chance of inconvenience or damage to the Silo. The distance between the assembly site and any excavations or slopes must be at least the height of the slope or the depth of the excavation + 1 metre. The assembly of Silos within this distance is forbidden in connection with the danger of soil subsidence.

### **Article 5 – Positioning**

The Lessee is fully responsible for the proper positioning of the Silo. During and after adverse weather conditions (heavy rain, thawing, etc.), the Lessee must pay particular attention to the positioning of the Silo and, if necessary, make provisions to ensure that the perpendicular position and safe assembly continues to be guaranteed.

## **Article 6 – Wind pressure**

The Lessee must secure and anchor the Silo by means of guying wires, bars or anchors in such a way that it can withstand any wind pressure that may occur.

## **Article 7 – Ease of access**

The assembly site must be easily accessible via roads that are safe and properly passable for loading and unloading vehicles, hoisting cranes and/or other equipment, and for bulk vehicles with cargo. The latter must be able to reach the Silo, unhindered by other machinery or equipment. If vehicles of Maasgrit must travel on roads that are not normally suitable or intended for these vehicles, any damage resulting from this will be for the account of the Lessee, except in the case of demonstrable deliberate or gross negligence by the driver of the vehicle in question.

## **Article 8 – Damage**

After termination of the lease, the Silos must be delivered to Maasgrit empty, undamaged, free of contaminating and banned substances and in their original state. The Silos must be treated carefully and expertly by the Lessee. The Lessee is not permitted to make modifications or changes to the Silos, temporarily or otherwise, other than with the permission of Maasgrit. Damage to or poor functioning of the Silos must be reported to Maasgrit by the Lessee immediately, and preferably confirmed in writing. The Lessee is liable for the costs of repair, replacement and renewal due to damage, and missing items and defects arising during the lease period for whatever reason.

## **Article 9 – Relocation**

The relocation of Silos must take place by Maasgrit. The Silos may not be relocated by the Lessee without the permission of Maasgrit, either within the grounds itself or to other grounds or locations. If the Lessee arranges the relocation/transport with the permission of Maasgrit, then the manner in which this is performed must be approved in advance by Maasgrit.

## **Article 10 – Lifting**

The Silos may only be lifted using the appropriate lifting eyes and only when they are in an empty state. In special cases it may be desirable for a Lessee to hoist the Silos in a loaded state; in such cases, prior consultation with Maasgrit must take place. In other respects, all normally applicable safety regulations apply.

## **Article 11 – Contents**

The Silos may only be filled or refilled with materials supplied by Maasgrit. In the case of violation of this article, Maasgrit is entitled to immediately retrieve the Silos at the expense of the Lessee and Maasgrit is entitled to compensation.

## **Article 12 – Lease**

The lease commences on the date of placement of the Silo and continues until the date of cancellation by the Lessee (= the date on which the Silo is empty and delivered to Maasgrit in good condition for return transport). The lease applies per calendar day, week or month, depending on what has been agreed. The lease will be paid on a monthly basis. The lease and use of the Silos by the Lessee is personal and may not be transferred by the Lessee under any circumstances or used by third parties, without the explicit written permission of Maasgrit.

**Article 13 – Liability**

The Lessee is liable for all damage to the leased Silos and the contents, as well as for all other damage to third parties, and indemnifies Maasgrit expressly and irrevocably for such damage and any ensuing consequential damage and/or costs. The provisions on liability contained in the General Terms and Conditions of Sale and Delivery of Maasgrit are explicitly applicable.

**Article 14 – Ownership**

The Silos shall always remain the property of Maasgrit, also in the case of a suspension of payments, bankruptcy, business closure or termination otherwise of the activities of the Lessee. The Lessee shall ensure that its records clearly show that the Silos are owned by Maasgrit.