

EXCERPT FROM GENERAL TERMS AND CONDITIONS ACP BELGIUM.

1. COMPLIANCE WITH THE GENERAL TERMS AND CONDITIONS

The present General Terms and Conditions apply to the market in which the public limited company ACP Belgium (hereinafter "**ACP Belgium**") acts as seller, lessor or supplier of services, to the exclusion of any other General Terms and Conditions except any other explicit written agreement. By placing an order with ACP Belgium, the Client expressly agrees to accept said General Terms and Conditions and abstain from his own or any other General or Special Terms and Conditions, whether they be in writing or not, if they have not been expressly accepted in writing by ACP Belgium.

2. CONCLUSION OF THE AGREEMENT

The offers made by ACP Belgium have no binding effect and ACP Belgium reserves the right to revoke or change orders at all times. An agreement is only concluded when ACP Belgium has accepted the order by means of a written order confirmation. Also orders made through intermediaries are only valid provided that ACP Belgium confirms them in writing.

3. DELIVERY OF GOODS AND EXECUTION OF WORKS

3.1. In case goods are rented or sold, they are delivered ex-works at the premises of ACP Belgium. In case of goods sold the ICC Incoterms 2000 apply. From the moment the goods are put at the Client's disposal at the premises of ACP Belgium all risks of loss or damage are transferred to the Client. In case the goods are to be transported to another location designated by the Client, for which ACP Belgium first needs to give its written consent, the transportation of the goods shall be on the Client's responsibility and shall be charged to his account. In that case ACP Belgium is obliged to deliver the goods to the (first) transporter who will transport the goods to the Client. Proof that the goods have been delivered is produced by a signed copy of the consignment note. In case of international carriage of goods by road, the Convention on the Contract for the International Carriage of Goods by Road (CMR) (Geneva, 19 May 1956) applies.

3.2. The set delivery dates are not binding. Late deliveries shall not give rise to any compensation or indemnity and do not entitle the Client to refuse to take delivery of the goods.

3.3. The object of delivery is limited to the goods described in the order confirmation (refer to article 2). ACP Belgium is entitled to make partial deliveries, however.

3.4. The number or amount of goods and their condition is to be inspected at the moment of delivery to the Client. With regard to rented goods the Client is assumed to have received the goods in good condition. Any complaints shall be noted on the delivery receipt which, in case of transportation of goods pursuant to aforementioned article 3.1, shall be signed and returned to the transporters.

3.5 ACP Belgium can also provide dry ice blasting cleaning services (the "**Works**"). After consultation with the Client, the Works shall be executed at the premises of ACP Belgium or the Client's. Whenever Works are to be executed, the Client shall provide ACP Belgium with the correct specifications about the Works to be executed and shall provide any necessary information in writing. This shall be done at the beginning of the Works at the latest. Should the Client fail to do so or should the information be incomplete or unclear, ACP Belgium is entitled to execute the Works relying on its expertise without having the obligation to ask for additional information.

4. LIABILITY - INSURANCE

4.1. With regard to the quality and amount of dry ice deliveries and the works executed ACP Belgium has limited its liability in any case to the reimbursement of the sum paid by the Client for any amount of non-conformant dry ice, or works not executed properly, to the substitution of said amount of dry ice, or to the re-execution of the Works.

4.2. The dry ice delivered by ACP Belgium shall be used exclusively on the Client's responsibility and in accordance with the applicable safety and environmental regulations.

4.3. ACP Belgium is covered by a "Civil Liability" Insurance for damages, indirect and consequential damages, amounting to the sums insured and according the conditions of the insurance policy

underwritten by ACP Belgium, of which certificates can be obtained. The insurance only covers any accident, loss or damage in which ACP Belgium's liability has been proven.

4.4. It is the Client's responsibility to take out any additional insurance policies he deems necessary, for instance policies covering injuries resulting from misuse of equipment etc. The Client is assumed to be in possession of all authorizations required by the applicable regulations.

4.5. ACP Belgium urges its Clients to make sure that the rooms in which the dry ice is handled/stored are well-ventilated.

5. PRICE

5.1. The goods sold and the Works executed by ACP Belgium are charged at the price indicated in the offer confirmation by ACP Belgium. Any price increases suppliers charge ACP Belgium with, between the order confirmation date and the date of delivery or execution, may be passed on to the Client by ACP Belgium, to a maximum of 80 per cent of the set prices. The set price of the goods is the "ex-works" price excluding VAT. Any taxes or duties of any kind the federal state, regions, provinces, communes or any other bodies or authorities may levy on the price of the goods, including transportation costs, are to be paid separately by the Client.

5.2. The rental fee for the rented goods is the one indicated in the order confirmation by ACP Belgium.

6. PAYMENT TERMS

6.1. All invoices made by ACP Belgium shall be paid net without discount on the invoice due date, notwithstanding a complaint or dispute. All invoices shall be paid within thirty (30) calendar days of the date mentioned on the invoice, unless agreed otherwise in writing. All payments shall be made in cash at the head office of ACP Belgium. The acceptance of bills of exchange or other instruments shall not give rise to any substitution of debt.

6.2. Complaints about invoices are only admissible within eight days of the invoice date.

6.3. All invoices, including the ones that are not past due, are immediately payable in case of non-payment of the previous invoices. In case of late payments ACP Belgium reserves the right to delay or cancel the pending deliveries and to retrieve goods delivered to and paid for by the Client, without prejudice to ACP Belgium's entitlement to compensation.

6.4. In case of full or partial non-payment of an invoice drawn up by ACP Belgium on the invoice due date, an interest on arrears shall be charged, by right and without proof of default, at the current interest rate determined by EURIBOR, increased by seven (7) percentage points and rounded up to the next half percentage point. After the Client has been declared in default by ACP Belgium by means of registered letter, the amount due shall be automatically increased by ten (10) per cent, with a minimum of seventy five euros (€ 75) by way of regular fixed compensation for administrative and collection costs, without prejudice to the entitlement to further compensation.

6.5. Under no circumstances may payments be the subject of any set-off by the Client, except in case of prior explicit written agreement by ACP Belgium. ACP Belgium, however, is entitled to balance the amounts payable by the Client with the amounts that ACP Belgium and/or other bodies belonging to the same group as ACP Belgium (affiliated companies defined in the Belgian Companies Code) owes/owe to the Client and/or other companies belonging to the same group (affiliated companies defined in the Belgian Companies Code).

7. WARRANTY

7.1. In case of visible defects to goods ACP Belgium is responsible for, ACP Belgium shall have the choice, both in case of sold and rented goods, and without prejudice to article 4.1, to either repair or replace the defective goods by identical conformant goods, or in case of sold goods to offer a price reduction on the defective goods. The warranty of ACP Belgium for both visible and hidden defects is in any case limited to the substitution of the goods, or if the latter is not possible to the reimbursement of the sum paid.

7.2. ACP Belgium shall only be liable for damage resulting from its own actions or due to serious fault. ACP Belgium shall not be liable, however, for damages resulting from the actions of its appointees or executing agents or due to serious fault on the side

of its appointees or executing agents. ACP Belgium is not liable for any indirect loss, of any kind, suffered by the Client. It is the Client's responsibility to take out the additional insurance policies he deems necessary.

7.3. ACP Belgium is not liable for any non-compliance with obligations resulting from events outside ACP Belgium's control, including production interruptions, transportation problems, shortages of raw materials, personnel, energy and transportation means, or resulting from late transportations, strikes, lockouts, walkouts or any other collective social conflict having consequences for ACP Belgium or one of its agents, even if these events were foreseeable. When a case of force majeure lasts for more than one month ACP Belgium is entitled to end the agreement without compensation to the Client.

8. COMPLAINTS

8.1. Without prejudice to the provisions in article 3.4 and 6.2, complaints about goods sold are only admissible when they are presented to ACP Belgium by registered letter: (a) within seven (7) calendar days following the delivery in case of complaints about the nonconformity of the goods purchased and those delivered, and (b) in case of complaints about hidden defects within fourteen (14) calendar days following the discovery of the hidden defects, or at the latest within twenty one (21) calendar days after the hidden defect could have reasonably been discovered. Any legal action because of hidden defects shall be taken, under penalty of inadmissibility, within two (2) months of the delivery at the latest.

8.2. Without prejudice to article 10.2 any complaints about rented goods are only admissible when they are presented to ACP Belgium: (a) within 12 hours following the delivery in case of nonconformity of the goods rented and those delivered and (b) within twenty four (24) hours in case of complaints about hidden defects.

8.3. In case ACP Belgium does not receive the registered letter referred to in articles 8.1 and 8.2 mentioned above within the set time frames, the delivery is considered to be accepted by the Client.

8.4. The acceptance by the Client or his representatives of the goods purchased or rented, or the Works executed covers any defects and defaults, of any kind, that could have been identified at that moment. Under no circumstances may payments be postponed or be the subject of a set-off without prior explicit written authorization of ACP Belgium.

9. PROPERTY

9.1. The goods sold remain the property of ACP Belgium until the Client has completed the full payment. Until that full payment has taken place, the Client is not entitled to pawn the goods he has not yet paid for or use them as security in the broadest sense of the word. Should the Client resell goods he has not yet paid for, the earnings received for that resell shall first be used to pay ACP Belgium.

The containers used for delivering goods (such as dry ice) are and remain the exclusive and inalienable property of the public limited company ACP Belgium.

Nothing in the present agreement shall give the Client any right with regard to the containers other than the right of use defined in the present agreement.

The Client may under no circumstances authorize any warranty covering the containers, such as pledging or granting a mortgage on the containers. Should the Client pledge its business after signing the present agreement then he is obliged to explicitly leave the containers out of the commercial warranty.

ACP Belgium is (at all times) entitled to notify anyone of the fact that it is the owner of the containers, and to take any legal action it deems necessary or useful to protect its property.

The Client commits himself to immediately inform ACP Belgium about any action executed by a third party concerning the containers (e.g. confiscation). The Client shall take whatever measures necessary to safeguard the goods of ACP Belgium and to enable ACP Belgium to invoke the right of ownership under penalty of compensation.

The containers shall be used exclusively for the storage of the delivered goods and shall not be used to store any other products that are not sold by ACP Belgium.

The containers shall not be transported abroad without the explicit and written consent of ACP Belgium.

It is forbidden to have the containers repaired or changed by persons who are not appointed explicitly by ACP Belgium. Only ACP Belgium may fill the containers.

The containers shall be protected from sunlight, sources of heat and bad weather conditions. They shall be stored in good condition.

The containers shall be returned to ACP Belgium in good condition and equipped with all accessories. The Client is assumed to have received the containers in good condition and shall inspect this immediately at the moment of delivery. The Client is also obliged to inform ACP Belgium immediately about any irregularity of the delivered container(s). Any defects shall be mentioned on the delivery receipt.

Should repairs be necessary due to a mistake by the Client or persons appointed by the Client, all costs shall be paid by the Client. These repair costs shall be invoiced by ACP Belgium.

If the containers are unusable due to damage, ACP Belgium is entitled to charge the Client with the replacement value.

ACP Belgium is free to claim a deposit from the Client to the amount of the total or partial value of the containers.

10. SPECIFIC CONDITIONS APPLICABLE TO THE RENTED GOODS

10.1. The goods that are rented by the Client from ACP Belgium shall be returned in good condition, cleaned and equipped with all accessories at the end of the rental period. If the goods are returned late to ACP Belgium, an extra rental fee shall be charged until the goods are returned.

10.2. The Client is assumed to have received the rented goods in good condition and shall inspect this immediately at the moment of delivery. Any defects shall be mentioned on the delivery receipt.

10.3. In case of damage, the repair or replacement costs shall be charged to the Client. ACP Belgium is free to claim a deposit to the amount of the total or partial value of the rented goods.

10.4. The Client commits himself to immediately inform ACP Belgium about any action executed by a third party concerning the rented goods (e.g. confiscation). The Client shall take whatever measures necessary to safeguard the goods of ACP Belgium and to enable ACP Belgium to invoke the right of ownership under penalty of compensation.

11. CONDITIONS APPLICABLE TO AGENTS AND RESELLERS

Any Client who purchases goods at ACP Belgium with the aim of reselling them to consumers shall comply with the following obligations he declares to know, without prejudice to the provisions of any special agreement he might have concluded with ACP Belgium and which complement the abovementioned conditions or which prevail in case of contradiction:

- (i) The Client shall comply with the General Terms and Conditions that apply to him and shall see to it that his Clients do so as well. He shall follow the instructions and guidelines imposed by ACP Belgium.
- (ii) The agent and/or reseller is accountable to ACP Belgium and is responsible for the material, which is property of ACP Belgium.
- (iii) ACP Belgium reserves the right to choose the means of transportation.

12. TERMINATION

12.1 Should the agreement be broken by the Client for any reason whatsoever, ACP Belgium is by right and without proof of default entitled to claim compensation for direct and indirect sustained loss, including loss of profit. If ACP Belgium has already ordered goods or provided services of any kind in view of the execution of the agreement at the moment of the unilateral termination of the agreement, said goods or services shall be charged in addition to the aforesaid compensation.

12.2. In case of non-compliance with the obligations by the Client, bankruptcy of the Client, postponement of payment or in case ACP

Belgium can reasonably expect that the Client will not be able to meet the obligations, ACP Belgium is entitled to terminate the agreement by registered letter, without prejudice to its right to claim compensation from the Client pursuant to article 12.1 mentioned above.

13. INVALIDITY

If any provision in these General Terms and Conditions and/or the agreements they apply to, is found to be invalid, the validity of all other provisions or agreements shall not thereby be affected and ACP Belgium and its Client shall make an effort to negotiate immediately and in good faith on a valid provision with a similar commercial effect.

14. APPLICABLE LAWS – JURISDICTION

14.1. The laws of Belgium – to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) – and the applicable ICC Incoterm for goods sold, apply to the General Terms and Conditions as well as to the agreements they apply to, given that the provisions of the applicable ICC Incoterm for goods sold, prevail on the laws of Belgium.

14.2. The courts of the Brussels district or, if necessary, the justice of the peace of the St. Jans-Molenbeek district, are exclusively entitled to take note of any dispute with regard to the legitimacy, implementation, interpretation and execution of the General Terms and Conditions, including the conclusion, validity, interpretation and execution of any agreement the General Terms and Conditions apply to.