

## General terms and conditions for the storage of tank containers on the premises of the com- pany Kube & Kubenz GmbH & Co. KG, Fischbachstraße 41, 50127 Bergheim

1. Kube & Kubenz GmbH & Co KG only accepts orders for the storage of tank containers from commercial customers. Orders from non-traders are excluded from acceptance.
2. On the premises, the company Kube & Kubenz GmbH Co. KG has 120 parking spaces for 20-foot tank containers with hazardous substances of classes 3,8 and 9 and 81 parking spaces for 20- to 30-foot tank containers without hazardous substances. The premises of Kube & Kubenz GmbH are fenced off. Access to the site is possible via an entrance secured by a barrier. The premises are equipped with fire extinguishing facilities. The client is obliged and entitled to inquire with Kube & Kubenz GmbH & Co. KG about the suitability of the premises and its safety precautions and fire extinguishing facilities before placing the order.
3. Orders to Kube & Kubenz GmbH & Co. KG are to be placed by the client with all the necessary details in good time before the tank containers are handed over so that Kube & Kubenz GmbH & Co. KG can check the available free parking spaces and decide whether to accept the order.
4. The remuneration for the storage commissioned to Kube & Kubenz GmbH & Co. KG is based on the respective current price list, which is displayed at the office of Kube & Kubenz GmbH & Co. KG and will be made available to the client upon request.
5. The order placed with Kube & Kubenz GmbH & Co. KG only includes the storage of tank containers on the premises of Kube & Kubenz GmbH & Co. KG, the unloading of the tank containers from the vehicles/chassis of the client or the companies that transport the tank containers to the premises of Kube & Kubenz GmbH & Co. KG on behalf of the client or on the client's instructions, but not the unloading and inspection of the contents of the tank containers. The order also includes the transport of the tank containers to and from the parking area located on the premises of Kube & Kubenz GmbH & Co. KG as well as the loading of the tank containers onto the vehicles/chassis of the Principal or the companies that collect the tank containers from the premises of Kube & Kubenz GmbH & Co. KG on behalf of or at the instruction of the Principal, but not the inspection of the contents of the tank containers. The order also does not include the filling of the tank containers. Further services require an express separate agreement.
6. When taking over the tank containers from the contractor or the companies commissioned by the client to hand over the tank containers to Kube & Kubenz GmbH & Co. KG and when removing them from storage to the client or to the companies commissioned by the client to collect them, Kube & Kubenz GmbH & Co. KG is only obliged to check the external condition of the tank containers, but not their contents. In this connection, Kube & Kubenz GmbH & Co. KG shall draw up an interchange to document the external condition of the tank containers both when taking over the tank containers and when removing the tank containers from storage, on which all damage detected at these times shall be noted.
7. The client is responsible for ensuring that the tank containers are suitable for the goods contained in this tank container and for the storage of the goods on the premises of Kube & Kubenz GmbH & Co KG.

8. The client shall provide Kube und Kubenz GmbH & Co. KG with all information and instructions as well as hand over all leaflets and instructions for use which are necessary for the suitable and safe storage of these tank containers.
9. Tank containers with temperature-controlled goods are excluded from the order and will not be accepted by Kube & Kubenz GmbH & Co KG. The client shall ensure that tank containers with temperature-controlled goods are not handed over to Kube & Kubenz GmbH & Co.
10. Tank containers with hazardous substances in accordance with the ADR and with dangerous goods in the sense of section 1.6 of the German Freight Forwarders' Standard Terms and Conditions 2017 (ADSp 2017) are - with the exception of tank containers with goods of hazardous substance classes 3, 8 and 9 of the ADR - excluded from the order and will not be accepted by Kube & Kubenz GmbH & Co. KG. The client shall ensure that Kube & Kubenz GmbH & Co. KG - with the exception of tank containers with goods of the dangerous goods classes 3, 8 and 9 of the ADR - does not receive tank containers with goods of other dangerous goods classes of the ADR and of section 1.6 ADSp 2017. Kube und Kubenz GmbH & Co. KG may only be handed over tank containers by the client and companies commissioned by the client to hand them over to Kube & Kubenz GmbH & Co. KG, which are suitable for the storage of these hazardous substances, comply with the statutory regulations and are equipped and labelled in accordance with the statutory regulations and the ADR, are in a technically flawless condition and are maintained, inspected and certified by the client in accordance with the statutory regulations and the specifications and instructions for use of the manufacturers of these tank containers. Before handing over the tank containers, the client is obliged to provide Kube & Kubenz GmbH & Co. KG with all necessary information about the contents of the tank containers, their type, properties and composition as well as about the safety measures to be observed and to hand over to Kube & Kubenz GmbH & Co. KG all safety data sheets in German for the goods contained in the tank containers.
11. The Principal shall ensure that all of the tank containers not mentioned in Clause 10 are also suitable for the storage of the goods contained therein, comply with the statutory regulations and are equipped and labelled in accordance with the statutory regulations, are in a technically flawless condition and are maintained, inspected and certified by the Principal in accordance with the statutory regulations and in accordance with the specifications and instructions for use of the manufacturers. The client is also obliged to provide Kube & Kubenz GmbH & Co. KG with all information and documents required for the proper storage of these tank containers and their contents.
12. The Principal is obliged to provide Kube & Kubenz GmbH & Co. KG with all information, documents and devices relating to the tank containers and their contents that enable rescue teams to take appropriate rescue measures without delay in the event of an emergency. The tank containers must be secured by the Client in such a way that unauthorised access to the contents of the container and leakage of the contents of the container is not possible, whereby the Client must ensure by means of suitable measures that in the event of danger the rescue forces can take all measures necessary to avert danger without hindrance.
13. The Client is obliged to take out liability insurance for all tank containers and their contents, covering not only property damage but also personal injury and environmental damage. At the request of Kube & Kubenz GmbH & Co. KG , the client is obliged to provide Kube & Kubenz GmbH & Co. KG with evidence of the conclusion and maintenance of the liability insurance by means of the insurance policy and a current insurance confirmation of its liability insurance.
14. If the customer fails to comply with his obligations under these General Terms and Conditions of Business, he shall be liable for all damage and expenses incurred as a result, insofar as these are not the fault of Kube & Kubenz GmbH & Co KG. In all other respects, the liability of the client shall be governed by the statutory provisions.
15. The liability of Kube & Kubenz GmbH & Co. KG is governed by the ADSp 2017.

16. Unless the client expressly instructs Kube & Kubenz GmbH & Co. KG to take out goods insurance in its favour, Kube & Kubenz GmbH & Co. KG shall not be obliged to take out goods insurance.
17. German law and the place of jurisdiction Hamburg are agreed.
18. Unless otherwise agreed in clauses 1 to 14 as well as in clauses 16 and 17 of these General Terms and Conditions, the ADSp 2017 shall apply in addition.