

GENERAL TERMS & CONDITIONS & LIMITATION

1. ACCEPTANCE

Transoil BV (hereinafter referred to as "Transoil BV") offers and will accept orders for services only under Transoil BV General Terms, Conditions and Limitations (the "Terms"). Transoil BV performs its services for only on customer unless Transoil BV is expressly notified in writing prior to performing the services that such services are for the benefit and account of more than one party each such party has received a copy of the Terms (each such party, collectively and individually, being hereinafter referred to as "Customer"), but Transoil BV may rely completely on the instructions received from the first nominating Customer without consultation with any other Customer and may use its own discretion in resolving conflicts, discrepancies and/ or ambiguities in or among Customer communications with Transoil BV. These Terms replace and supercede any terms and conditions previously used by Transoil BV and/ or Customer to the extent of overlap, duplication and/or conflict there between. There may be other documents between Customer and Transoil BV dealing with commercial issues such as pricing and invoicing for example, but in the absence of such other documents, Transoil BV's standard commercial terms are payment in full without setoff or discount within thirty (30) days of the date of Transoil BV's invoice, with interest on any amounts due but unpaid to Transoil BV accruing until payment thereof at the lesser of (I) the highest lawful rate of interest permitted by applicable law or (II) one percent (1%) per month. If unpaid amounts are collected through a collection agent, legal proceedings or by attorney, Customer shall pay all related administrative charges, costs, attorney's fee, and agent's fee associated with such collections procedures or efforts.

2. CUSTOMER RESPONSIBILITY

Customer shall at all times be responsible for the complete care, custody, and control of its premises where the services are or will be performed (the "Site") and shall provide a safe environment for Transoil BV's employees and representatives to perform Transoil BV services.

3. NO GUARANTESS

Transoil BV expressly advises that it is neither an insurer nor guarantor of the quality or quantity of any inspected or analyzed product and disclaims any liability in such capacity.

4. HOLD HARMLESS

Customer releases and shall save, indemnify, defend and hold Transoil BV, its employees, officers, directors, agents, affiliates, subsidiaries, franchisees, intermediaries and each parent of Transoil BV (Transoil BV and each of said employees, officers, directors, agents, affiliates, subsidiaries, franchisees, intermediaries and each parent of Transoil BV herein called and "Indemnified Person") harmless from and against any and all liabilities, losses or damages, claims, demands, causes of action, suits and associated expenses (including, but not limited, to all court costs, expert witness fees, investigative expenses and attorney's fees (the "Litigation Expenses"), and awards arising in favor of Customer or any third party as a result of, and/ or the transportation, handling, or disposal of Customer's property (including samples): (I) injury, disease, or death to persons, (II) damage to, loss of, or loss of use of property (including pollution, damage to any surface water, or damage to any storage tank, vessel or other Site), and/ or (III) financial loss of every kind of character, and (IV) delay or failure to perform the services due to causes beyond Transoil BV's control.

5. EXTEND OF INDEMNITY

The indemnities in the Terms shall not apply to any of the foregoing losses, costs, damages, or injuries caused solely by the gross negligence or willful misconduct of Transoil BV or its employees. Further, this indemnity shall specifically apply to losses, claims, damages, liabilities, awards, demands, Litigation Expenses, suits or causes of action of every kind and character arising out of or in connection with the foregoing indemnities will be in addition to any liability that the Customer might otherwise have in Transoil BV and the other Indemnified Persons. To the extent necessary under applicable law, Customer agrees that its indemnity obligation will be sufficiently supported by available liability, insurable coverages to be furnished by Customer.

6. NO CONSEQUENTIAL DAMAGE

In no event shall Transoil BV be liable to Customer for indirect, punitive, special incidental, or consequential damages (including, without limitation, loss or profit or business interruption). Litigation Expenses or other fees (including without limitation, attorney's fee, court costs, and/ or pre- or post-judgement interest), or any other expenses or costs incurred by Customer or any other party in any litigation against or involving Transoil BV or any Indemnified Person in connection with this Agreement or any service provide under this Agreement even if Customer is the prevailing party.

7. LIMITATION OF LIABILITY

All claims must be made in writing within 45 days after delivery of the Transoil BV report regarding the work/ services or such claim shall be deemed as irrevocably waived. Transoil BV's liability under this Agreement or in connection with any service hereunder will not exceed the amount equal to ten times the charges payable for the services which are the subject matter of the alleged liability or the amount of USD 20.000 whichever is less. This remedy shall be the sole and exclusive remedy against Transoil BV arising out of its work. Customer acknowledges that from time to time circumstances may arise under which Transoil BV may need to engage the services of third parties or purchase goods made by third parties in connection with Transoil BV's services: under no circumstances shall Transoil BV be held liable for any such services or goods and accepts no responsibility for analysis result produced in laboratories operated by third parties, regardless of whether Transoil BV witnessed such analysis.

8. NO THIRD PARTY BENEFICIARIES: NO RIGHT OF RELIANCE

Transoil BV shall have no responsibilities or liability for Customer's or any third party's use of or reliance on the data, information, or reports furnished by Transoil BV. Customer is securing services hereunder for his own account and not as an agent or broker, or in any other representative capacity, for any other person or entity. It is agreed and acknowledged that there are no third party beneficiaries to this Agreement, and that no third party may rely on such data, information, or reports, except with the express prior written consent of Transoil BV. Customer represents, warrants, and agrees that said data, information, and reports are not requested, nor shall be used or relied upon, in connections with or as part of, the securing, amendment, renewal, or extension of any loan from any financial institution or other lender or the certification to or contracting with, directly or indirectly, any governmental agency or department. The original written report carrying the signature of the authorized representative of Transoil BV serves as the only and exclusive proof of the content of any information provided by Transoil BV to Customer, regardless of whether such information is also supplied by other means (such as electronically).

9. REPORTING

Any report, certificate or statement submitted to Customer other than in written form bearing the signature of the authorized representative of Transoil BV shall be deemed to have been issued at the request of and for the risk of Customer, and Transoil BV shall not be responsible and/or liable for any deviation between information in such report, certificate or statement and the information in the original written report by such representative.

10. LEGAL CONSTRUCTION, INTERPRETATION AND VENUE

This Agreement shall be governed by and interpreted in accordance with the laws of The Netherlands.

11. AMENDMENT

No amendment of or deviation from, and no waiver of, the terms set forth herein shall bind Transoil BV unless in writing and signed by a duly authorized officer or managing director of Transoil BV.

12. LANGUAGE

These conditions are originally drawn up in the English language and the ruling language is English.

13. REGISTRATION

Above mentioned conditions were lodged at the Chamber of Commerce at Amsterdam, the Netherlands.