



**General Terms and Conditions for Storage of Products
and Crude Oil**

Version of October 2019

Preface

These General Terms and Conditions for Storage, the specifications APETRA/2017/4 regarding the Framework Agreement for contracting storage capacity for oil(products) and the specifications of the specific call of tenders of which an Individual Storage Contract is the result are part of and applicable to every Individual Storage Contract (hereinafter “Individual Storage Contract”) entered into by APETRA and the Storage Operator. Particular Conditions mentioned in the Specifications of a specific call for tenders and/or in the Individual Storage Contract will prevail on these General Terms and Conditions for Storage of Products and Crude Oil.

Definitions

1. **Product(s):** the petroleum products or the crude oil, as referred to in the Individual Storage Contract.
2. **Storage Operator:** the legal entity that manages the Storage Facility where the APETRA Products are stored.
3. **Storage Facilities:** any materially or technically interconnected facilities utilised by the Storage Operator at one specific physical location for receiving, storing and redelivering the Products, including but not restricted to the tankage, ancillary pipelines, jetties, hoses, pumps, valves and other equipment including tank draining equipment, control room and administrative building, sheds, warehouses whether covered or not and that are utilised for the delivery, the storage and redelivery and necessary or useful to accomplish the tasks of the Storage Facility as stipulated in the APETRA General Terms and Conditions for Storage and the commitments made by the Storage Operator in the Individual Storage Contract.
4. **Individual Storage Contract:** the storage agreement entered into by the Storage Operator and APETRA, and submitted to the present General Terms and Conditions for storage of Products and Crude Oil. A storage contract refers to one Storage Facility only.
5. **Specification(s):** characteristics of the Product, as defined by Belgian or in their absence, by the European regulations.
6. **Change of Specification:** change to the specification of the Products as announced from time to time by the Belgian or European authorities.
7. **Product Replacement:** consists in replacing the Products stored either to maintain its qualities in line with the current Specification (refreshment), or to match the Product’s new Specifications.

8. **Inspector:** Independent Inspector belonging to a company independent of the Parties with recognised expertise in the field of the storage of crude oil and oil products and the inspection and analysis of oil products.
9. **Representative:** APETRA designated person or company.
10. **Seasonal Change:** change to the Specifications of the Products depending on the season.
11. **Means of Transportation:** vessel, barge, pipeline, railcar or road tanker, used for the delivery of the Products in and their redelivery from the Storage Facility.
12. **The words “receipt”, “receive”, “received”, “deliver”, “delivered”, “delivery”, “supply”, “supplied”** have in this document the meaning of the Products entering into the Storage Facility.
13. **The words “redelivered”, “redeliver” and “redelivery”** have in this document the meaning of the Products leaving the Storage Facility.
14. **ISPS:** International Ship and Port Facility Security Code: set of measures designed to enhance the security of ships and port facilities.
15. **Barge:** means a craft carrying Product which is employed in port areas and sheltered waterways.
16. **Stock transfer:** transfer of Product title and risk within the same tank.
17. **Tank transfer:** transfer of Product title and risk between two tanks located in the same Storage Facility.
18. **Vessel or Ship:** means any seagoing vessel including tankers, ships and coasters carrying Product.
19. **Contracted volume:** storage capacity (in M³) put at APETRA’s disposal under an Individual Storage Contract, allowing APETRA to store an identical volume of products.
20. **Supply Crisis:** a reduction of the oil supply such as referred to in article 13, 14 and 17 of the Agreement on an international energy program, or as such recognized by an unanimously decision by the Governing Board I of the International Energy Agency or by the European Commission based on the findings of the Coordination Group, or a situation causing such a decrease in supply of crude and/or petroleum products that the offer can no longer satisfy the normal demand and which is recognized as a Supply Crisis by a decision taken after consultation in the Council of Ministers.
21. **Petroleum balance:** the oil statistics fixed by the royal decree of 11 March 2003 containing the organisation of the collection of data concerning the establishment of the Petroleum balance.

Any reference to a legislative or regulatory text in these General Terms and Conditions is deemed to comprise a reference to any legislative or regulatory text that may supplement or replace it, unless provided otherwise in the context of these General Terms and Conditions or in the legislative or regulatory text.

Unless stipulated otherwise, all references to a particular time of day shall refer to Brussels local time.

Article 1 – Storage

General rules

1.1 The Storage Operator shall carry out its obligations with such a degree of care and skill as is expected of a professional operator of Storage Facilities and, in particular, the Storage Operator shall:

- receive, store and redeliver the Products in accordance with APETRA's instructions;
- fulfill all necessary administrative tasks in relation with the delivery, storage and redelivery of the Products, such as but not limited to the declaration to the customs, excise duty payments and VAT for account of APETRA.
- carry out such maintenance and repairs as are necessary to keep the Storage Facilities in good working order and use;
- drain off and dispose of the free water
- maintain records so that it is able to account for the quantity of Products delivered into and redelivered out of the Storage Facilities.

The Storage Operator shall at all times ensure that it has sufficient and qualified manpower to carry out its obligations under the Individual Storage Contract.

1.2 The Storage Operator guarantees that the Storage Facility, its tank capacity and equipment are in all respects suitable for the purpose of the receipt, storage (including tank draining) and redelivery of the Products. He shall ensure that all legal provisions and official regulations (inclusive fire prevention and environmental protection) are followed during the term of the Individual Storage Contract and that he possesses all the environmental and exploitation permits required by the EU member state concerned for the Storage Facility concerned.

After the completion of an Individual Storage Contract or on the occasion of interim cleaning operations ordered by the Storage Operator, sludge removal and disposal as well as tank cleaning shall not be at APETRA cost. However, the volume of sludge removed shall be taken into account to calculate the possible compensation due to APETRA as referred to in Article 6 hereof.

1.3 The tank capacity specified in the Individual Storage Contract is at the disposal of APETRA at all times, including times that APETRA is not utilizing the tank capacity. APETRA and the Storage Operator have the right, provided mutual agreement, to (temporarily) suspend or cancel the unused capacity with the Storage Operator.

1.4 The Storage Facility must have the status of "eligible" Storage Facility¹ and must be accessible to every oil supplier selected by APETRA. In the event of a Supply Crisis, the Storage Facility shall be accessible to all brands, taking into account the safety regulations of the Storage Facility.

1.5 Except in the case as defined in 1.6. hereunder, the Product must be deliverable by Barges and/or Vessels and/or by pipeline to the Storage Facility and re-deliverable by Vessel and/or Barge. The Storage Facility offers redelivery capacities that guarantee that the total volume

¹ Eligible Storage Facility: A Storage Facility that meets the criteria of the *Royal Decree of 16 November 2006, specifying the Storage Facility requirements for APETRA's stocks*, as amended from time to time. At the moment of publication of this Framework Agreement these criteria are, amongst others: having a minimum capacity of 5.000 m³ and, in case of a Supply crisis, be accessible to all brands taking into account the security prescriptions of the terminal. The status of Eligible storage Facility is, for facilities located on Belgian territory, granted by the Energy administration of the Federal Public Service Economy. As foreign facilities need to respond to the same criteria, APETRA checks these same criteria for storage facilities outside Belgium.

of APETRA's Products can be redelivered within 30 days from instruction. The Storage Operator must be able to start redelivery operations from the Storage Facility within 24 hours from instruction.

- 1.6 In case the Storage Facility is not equipped with redelivery facilities which allow redelivery of APETRA product by barge or vessel, the method of storage is imperatively comingled. APETRA will only store a limited volume of Product, defined in the specifications of the specific call for tenders, in such Storage Facility, unless the Storage Operator guarantees, for each redelivery that APETRA wishes to do during the term of the Individual Storage Contract, besides the redelivery by means of the facilities of the Storage Facility, the redelivery possibility by Barge and/or Vessel of a same volume and Product as the one stored in the Storage Facility from another, alternative terminal situated in the country of the Storage Facility. This alternative terminal satisfies all criteria stipulated in these General Terms and Conditions for Storage. In case of redelivery to APETRA from the alternative terminal, the redelivery costs by Barge and/or Vessel of the Storage Facility will be valid. The Storage Operator mentions these costs for redelivery by means of barge and/or Vessel in the Annex "Storage tariffs and additional costs" of the Individual Storage contract.
- 1.7 In case any new legal provisions or official regulations that are not known or foreseeable at the time of the conclusion of an Individual Storage Contract would come into effect in the course of the implementation of an Individual Storage Contract, the abidance of which would lay a disproportionate burden on the Storage Operator, the Storage Operator will have the right, based on the justification of the disproportionate character of this burden, to terminate such Individual Storage Contract affected by the new legal provisions or official regulations with a notice of 12 (twelve) months starting at the end of the month of the notification to APETRA. Any burden imposed by new legal provisions or official regulations on APETRA in its quality of customer under an Individual Storage Contract that are not known or foreseeable at the time of the conclusion of an Individual Storage Contract shall, after dialogue with the Storage Company, be supported by the Storage Operator. In absence of an agreement between the Parties on this issue, APETRA has the right to terminate said Individual Storage contract with a notice of 12 (twelve) months starting at the end of the month during which the new legal provisions or official regulations have been made public.
- 1.8 The Storage Operator that manages a terminal accessible by Vessels guarantees that security requirements under the ISPS Code are implemented and that the Storage Facility is duly ISPS certified. The Storage Operator shall supply a copy of the ISPS certificate of the Storage Facility. Any expense or demurrage incurred by APETRA in respect of a Vessel delivering product or crude oil to APETRA, resulting from the Storage Facility not complying with the ISPS code shall be for the account of the Storage Operator.
- 1.9 The storage of Products may be managed individually (segregated storage) with (SS + PRA) or without (SS) product replacement included in the services offered by the Storage Operator or collectively (co-mingled storage - CS), as indicated in the Individual Storage Contract. The storage method that APETRA seeks will be defined in the specifications of the call for tenders.
- 1.10 In the case of above-ground storage of crude oil, tanks put at APETRA's disposal shall, contrary to the second phrase of 1.12, contain a volume of heels that shall be such that the volume offered shall be fully usable by APETRA to deliver, store and her crude oil be redelivered in line with article 6 hereunder. The quality of the heels shall be compatible with either North Sea low sulfur grade with an API not less than 37°, or crude with sulfur not higher than 1.8 % (weight) and API not less than 32°. At the end of the Individual storage contract, the heels

shall remain the Storage Operator's liability. APETRA shall never be liable nor pay for any possible tank cleaning during or at the expiry of the Individual storage contract.

Specific rules for segregated storage (SS)

- 1.11 In case of segregated storage (SS) APETRA shall be responsible of the quality of the Products.
- 1.12 The Storage Operator is obliged to keep the stored Products separate from the stored products of any other depositor. The tank capacity must be put at the disposal of APETRA free from residue and in the required cleanliness for storing the Products in good condition. APETRA is entitled to appoint an Inspector to check the state of the tanks; the cost of such inspection is to be borne by APETRA. Should the Inspector's report require that some works have to be done prior to the tank capacity being declared suitable for the purpose of the Individual Storage Contract, without prejudice to APETRA's other recourses pursuant to the Individual Storage Contract, the Storage Operator undertakes to execute the necessary works at its cost. A further inspection by the same inspection company – at the Storage Operator's cost – will ensure that the necessary works have been carried out.

During the Individual Storage Contract, APETRA may require the Storage Operator to undertake cleaning of the tank if it has been emptied. If the cleaning is not free of charge, APETRA must beforehand be informed of the cleaning costs and approve them in writing.

- 1.13 The Storage Operator has the right to replace all or part of the allocated tanks with other units of similar size, accessibility and equipment at no extra cost for APETRA within the same Storage Facilities at its own risk and cost. The replacement of an allocated tank requires APETRA's prior written consent, which APETRA will not unreasonably withhold or delay. APETRA is entitled to appoint an Inspector to check the state of the replacement tanks as well as guaranteeing the quantity and the quality of the product; the cost of such inspection is to be paid by the Storage Operator. No replacement of tanks which would turn a segregated storage into a co-mingled storage can take place without the prior approval in writing of APETRA.
- 1.14 In case the method of storage indicated in the Individual Storage Contract is segregated including product replacement (SS + PRA), the Storage operator shall under his responsibility himself or with the assistance of a Replacement partner, on APETRA's justified request, replace the existing Product by a Product with the same specification and in accordance with the provisions of APETRA's Framework Agreement for the replacement of APETRA's finished product (PRA). This implies e.g. that the Storage operator needs to provide APETRA during the Replacement operation free of charge with a replacement stock or a ticket combined with a bank guarantee to the value of the product that has to be replaced. The costs for the Product replacement(s) shall be included in the annual storage fee fixed in the Individual Storage contract. The maximum number of Product replacements that can be imposed by APETRA on the Storage Company will be limited in the scope of a specific tender.

Any by APETRA imposed Product Replacement required beyond the Product Replacement to be effected by the Storage Operator in the context of a SS+PRA contract, shall be executed by APETRA, at its costs.

The Storage Operator also has the right to request a Product Replacement subject to APETRA's written approval.

APETRA guarantees that the Products it buys to fill the storage capacity will comply with the Specification in force and will be agreed with the Storage Operator. The Product to be replaced will meet the Specification for such Product. APETRA and the Storage Operator shall agree upon a schedule to realize such Products replacement operation. Should the new product be of another Specification than the product to be replaced, APETRA and the Operator shall agree upon the procedure: APETRA shall bear the costs above (or below) those to be supported by the Operator for an exchange of identical products as foreseen in this article.

If the Storage Operator does not perform the Product replacement (according to the criteria), the Product replacement will be performed by APETRA with costs for the Product replacement or for a separate sales and purchase (and in this case including the costs for the purchase of disposition rights (“tickets”) in order to maintain APETRA’s coverage) invoiced to the Storage Operator.

Specific rules for co-mingled storage (CS)

- 1.15 In case of co-mingled storage (CS), the stored Products are kept in the same tank(s) as the stored products of another depositor(s). APETRA undertakes to deliver Product that meets the same Specification than the products stored for another depositor(s).
- 1.16 The Storage Operator guarantees that the products stored throughout the term of the Individual Storage Contract meet the Specification except in case of Change of Specification where APETRA will replace the Product under APETRA responsibility and costs with Product that will meet the new Specification. At the end of the Individual Storage Contract, the Products redelivered to APETRA must meet the Specification valid at the time of redelivery, with a color of max 2.0 for Gasoil and max 1.5 for Diesel, as measured per ASTM D 1500. For jet fuel, the color shall be above 20, as measured by ASTM D 156 (manual) or ASTM D 6045 (automatic). Should the product be found off Specification or to have a color above the mentioned values (under for Jet), the Storage Operator shall without delay, and at its own cost, take the necessary steps to put at APETRA’s disposal a similar volume of the same Product meeting the Specification and/or of the here above-mentioned color value and reimburse APETRA for its damages and losses.
- 1.17 In the case of crude oil, APETRA guarantees that the crude oil supplied to be stored is of normal export quality at the time of production. The Storage Operator shall store APETRA crude oil with crude oils of the same or of similar quality, or in segregated storage capacity; the Storage Operator will inform APETRA of the quality of the other crude oils qualities stored commingled with APETRA crude oil.

At the end of the Individual Storage Contract, the Storage Operator shall redeliver the APETRA crude oil or a crude oil of a similar quality. Should a crude oil of similar quality be redelivered or the same crude but with characteristics different at its time of redelivery, then a quality differential will be owed by one party to the other and valued according to industry practices.

Article 2 – Ownership

- 2.1 The Storage Operator holds the Products on behalf of APETRA. The Storage Operator shall never invoke, acquire, have any right of ownership or any right in rem or personal right in respect of the Products. It shall never invoke or grant any right of retention or lien in respect of the Products.

- 2.2 In case of segregated storage, APETRA remains the sole owner of the Products.
- 2.3 In case of co-mingled storage, notwithstanding loading, unloading or blending activities undertaken by other users of the Storage Facility, APETRA remains co-owner of its share (expressed in weight and/or in volume) of the co-mingled total volume of the Products stored, and at no time during the duration of the Individual Storage Contract, can the total volume of Products stored can be less than APETRA stored volumes. The co-ownership must be recorded in the accounts of the Storage Operator.

Article 3 - Receipt and Redelivery of Products

- 3.1 The Storage Operator guarantees that the Storage Facilities and the tank capacity allocated under the Individual Storage Contract allow proper receipt and redelivery of stored Products at any time as per APETRA's instructions.
- 3.2 APETRA or its supplier will give the Storage Operator at least 48 hours' notice of the arrival of the Products to be stored. For redelivery of the Products stored, APETRA or her Buyer will give the Storage Operator 24 hours' notice. Whatever the Means of Transportation, Products delivered at the Storage Facilities will be received within the order of their actual arrival. The practical arrangements for delivery/redelivery inclusive the nomination of the Means of Transportation will be agreed between the Storage Operator and APETRA's supplier or Buyer. APETRA and its appointed Inspector will in any case get a copy of whatever exchange of information between the Storage Operator and APETRA's supplier or Buyer. APETRA's supplier or Buyer has to respect the usual access and security rules of the Storage Facility; the Storage Operator has the right to reject the delivery/redelivery in case the supplier or Buyer does not respect these rules.
- 3.3 The Storage Operator guarantees a prompt receipt of the Products according to the unloading capacities indicated in the Individual Storage Contract. Receipt and redelivery of stock must be handled without any delay taking into account the opening hours of the Storage Facility mentioned in the Individual Storage Contract.
- 3.4 Any Storage Operator costs for pumping the Products received by or redelivered to APETRA shall be invoiced to APETRA according to Article 9.1. and 9.2. Rates for necessary and duly documented overtime, work at weekends and public holidays are shown under additional costs in the Annex to the Individual Storage Contract.
- 3.5 The Storage Operator shall inform APETRA immediately and in advance of any temporary constraints for receipt/ redelivery of Products, or if not possible because of force majeure, the Storage Operator will inform APETRA without delay.
- 3.6 Receipt of the Products by the Storage Operator shall be deemed to have taken place when the Products pass the last flange on the Means of Transportation outlet pipeline or delivery hose, connected to the Storage Facilities' first connection point to the pipeline or receipt hose.
- 3.7 Redelivery of the Products by the Storage Operator shall be deemed to have taken place when the Products pass the last flange on the Storage Facilities' outlet pipeline or delivery hose connected to the Means of Transportation's first connection point to the pipeline or receipt hose.
- 3.8 APETRA will ensure that all the Means of Transportation leave the storage facilities as soon as receipt or redelivery is completed, except in case of force majeure.

Article 4 - Customs and Tax Issues

- 4.1 Unless otherwise stated in the Individual Storage Contract, the Storage Facilities need to qualify as an excise or customs warehouse in which the Products can be stored free of any duties and taxes (such as customs duties, excise duties and VAT) under the excise number of the Storage Facility/Operator. The Storage Operator will be responsible for obtaining the required authorization from the competent authorities, hold this permit of excise duties authorised bonded warehouse throughout the whole term of the Individual Storage contract and put in place all guarantees (securities) with the customs administration necessary for storing the APETRA product.
- 4.2 The Storage Operator is responsible for the correct fulfillment of all formalities such as but not limited to the declaration to the customs, excise duty payments and VAT as a result of their warehouse status and for any fines, late interest payments, etc. that may arise as a result of a non-compliance with the relevant regulations, including the authorization mentioned here above, unless APETRA responsibility is demonstrated.

Article 5 - Information obligations

Toward APETRA

- 5.1 The Storage Operator shall keep an accurate storage accounting
The volume of APETRA Product entrusted to the Storage Operator shall be based on the volumes delivered by and redelivered to the Means of transportation, as measured by the Inspector, converted in volumes at 15° C.
- 5.2 The delivered and redelivered volumes will be measured in accordance with the industry best practices and the Storage Facility equipment and ascertained by an Inspector appointed by APETRA at APETRA's own costs. These quantities shall be reported to APETRA in volume at 15 °C and in weight measured in air. Bills of lading – if any – shall be forwarded to APETRA without delay.
- Any other stock movement must be ascertained by an Inspector appointed by APETRA at APETRA's cost unless otherwise agreed and reported promptly to APETRA.
- 5.3 Inventory control and reporting must be carried out at the Storage Operator's cost as follows:
- a) Each month, the Storage Operator shall send to APETRA a stock declaration, stating the volumes (at 15 °C per tank) of Product belonging to APETRA at month end. Said declaration shall be sent latest the 5th working days following the end of the month.
 - b) At the end of each Semester, APETRA shall provide the Storage Operator with a stock declaration reasserting the volumes (at 15 °C) of the Products belonging to APETRA at the end of the Semester. The Storage Operator shall return this form to APETRA signed for approval, or alternatively its comments on the reasons explaining any volume (at 15 °C) difference with delivered volumes.
 - c) At year-end, the Storage Operator shall submit to APETRA the report of the inventory control duly certified by its auditors. Notwithstanding the allowance on losses as per Article 6 here of, any divergence between the delivered volumes and the year-end inventory superior to 0,3 % shall be investigated by the Storage Operator and reported in his annual report.

- d) The Storage Operator shall send timely the information regarding the APETRA (re)deliveries and transfers of Products to the relevant authorities, as requested by APETRA or these authorities or imposed by national regulation or legislation.
- 5.4 APETRA or its Representative has the right to inspect the books and other relevant documentation of the Storage Operator at any time during normal working hours and check the existence of the Products belonging to APETRA at the time of the control.
- This right to inspect shall include the right to inspect and control Storage Operator's performance of its obligations (among others with respect to maintaining at any time the volumes of Product) from the start of the Individual Storage Contract.
- APETRA's aforementioned rights to control will remain in force during a period of 12 months after the expiry of the Individual Storage Contract.
- 5.5 APETRA or its Representative has the right to be present at each delivery and redelivery of Products or any other Product movement or inventory controls. APETRA or its Representative is entitled to verify/ sample/ analysis or have the stock volumes verified/ sampled / analysed in the presence of the Storage Operator and, as the case may be, of a representative of the tax administration.
- 5.6 The Storage Operator cannot invoke any right of APETRA to inspect the storage or the information supplied to limit its responsibility in any way. The Storage Operator shall always remain fully liable for its obligations under the Individual Storage Contract.

Toward official bodies

- 5.7 The Storage operator ensures that the APETRA stocks and (re)deliveries of Products are timely and correctly reported toward the competent authorities according to national rules and legislation.
- 5.8 APETRA Products stored in Belgium under the excise number of the Storage Operator/Storage Facility are to be included in the declaration for the Oil balance that the Storage Operator makes toward the Directorate general for Energy of the FPS Economy.
- 5.9 In case APETRA signs an Individual Storage contract for a Storage Facility located outside Belgium, the Storage operator ensures that the Individual Storage Contract (which constitutes a delegated task as stated in article 7.3. of the EU Directive 2009/119/EC) receives timely the approval in advance from the competent authorities of the country of storage and that this approval remains valid throughout the duration of the Individual Storage Contract taking into account article 10.2.

The Storage Operator is deemed to respect the national legislation and rules concerning the strategic oil stocks, in particular concerning the conditions for delegation of management tasks from APETRA to its company and the formalities to fulfill in order to obtain the preliminary approval, and to take these into account when tendering for storage capacity toward APETRA. Unless otherwise specified in the specifications of the specific call for tenders, such request for approval in advance is made by the Storage operator latest 30 days after the award of the Individual Storage Contract. Any reaction from the competent authorities is immediately notified to APETRA.

Article 6 - Loss allowance

- 6.1 Supplied and redelivered volumes will be calculated as follows:
- a) motor gasoline, heating gasoil, diesel, kerosene, burning kerosene and jet fuel on the basis of volume at 15°C as measured in the receiving tank(s);
 - b) heavy fuel oil on the basis of weight in air;
 - c) crude oil on the basis of volume at 15 °C.
- 6.2 The Storage Operator is not responsible for the losses incurred by APETRA during the transportation from the supply location to the Storage Facilities.

During the term of the Individual Storage Contract, the Storage Operator shall be responsible for the conservation of the stored quantities of middle distillates, heavy fuel oil and crude oils (in volume at 15 °C) and no losses are allowed. For gasolines only, however, losses may not exceed a maximum 0,1% (volume at 15 °C) per year.

- 6.3 If losses (or gains) in volumes at 15 °C (beyond those referred to in Article 6.2 here above and in 1.2) are detected:
- a) at the end of the contract compared with the quantity of Products delivered by APETRA, a compensation in volume (at 15 °C) or in value shall be put in place between the parties.
 - b) the same rule applies in case of a partial or complete stock redeliveries in the course of the Individual Storage Contract.
- 6.4 Any compensation in value will be made at market prices in the place of storage. APETRA calculates the prices on the basis of the average of the medium quotations of Barges FOB Rotterdam as published by an international organism chosen by APETRA of the last month of redelivery plus the transportation cost based on market conditions of that same month for APETRA's usual parcel size and includes a transportation loss. Any taxes, duties or fees paid or to be paid by APETRA on volumes stored and lost shall be invoiced as well.
- 6.5. In the case of crude oil, losses in volumes at 15 °C detected in line with the article 6.3. hereunder will be invoiced at market prices in the zone of storage. APETRA calculates the prices on the basis of the average of the medium quotations of Dated Brent as published by an international organism chosen by APETRA plus the market differential for the APETRA crude of the last month of redelivery, plus the transportation cost based on current market conditions for APETRA's usual parcel size and includes a transportation loss of 0.25 %.

Any taxes, duties or fees paid or to be paid by APETRA on volumes stored and lost shall be invoiced as well.

Article 7 - Liabilities and Insurance

- 7.1 The Storage Operator shall carry out its obligations in accordance with the laws, statutory requirements, regulations and the appropriate industry guidelines and practices. He is fully liable for the Storage Facilities and the Products stored as specified hereafter. The Storage Operator guarantees that the Storage Facilities fully comply with all the laws, statutory requirements, regulations, permits and the best industry guidelines and practices, among others as regards the protection of the environment, as applicable in the country of storage.

- 7.2. Save for cases of force majeure and acts of third parties for which the Storage Operator is not responsible, the Storage Operator shall indemnify APETRA for any damage it suffers including any environmental damage caused during the storage, the delivery, redelivery (unless the damage is attributable to the transporter) or blending or transfer activities (for instance by pumping from one tank to another) due to the Storage Operators' operations. The Storage Operator shall hold APETRA harmless for any claim made by third parties, including public authorities, as far as the Storage Operator is liable under this Individual Storage contract or according to law for APETRA's damage or for the damage that is claimed by third parties. The liability of the Storage Operator will, however, remain limited to the maximum replacement value of the product stored by APETRA, being the market value plus a lump-sum surcharge of 20% for damage sustained and/or (in) direct damage. This market value is calculated on the basis of the market quotation rate for the relevant Products. The quotations will be the monthly averages for, or the month in which the damage was caused, or the month of purchasing the replacement product, whichever is the highest.
- 7.3 The Storage Operator will remain fully responsible for any loss, damage or any claim due to a serious or intentional misconduct.
- 7.4 In particular the Storage Operator does not have an obligation to indemnify and hold APETRA harmless if and to the extent APETRA's fault has contributed to causing the damage.
- 7.5 The responsibility of the Storage Operator for the Products begins and ends in accordance with the terms set out in Articles 3.6 and 3.7 hereof.
- 7.6 The Storage Operator is obliged to arrange an insurance coverage with a well-established (and approved by the local supervisor) insurance company, for all its duties and liabilities under the Individual Storage Contract, including liabilities of its contractors, agents and employees, pursuant to the storage of Products, and the management of the Storage Facilities, and in particular but not limited to the coverage of the risks stated in this section.

The Storage Operator is required to provide proof of cover for at least the following minimum insurance coverages and limits; coverage will be provided following good local standard terms and conditions.

The amounts stated in this section 7.6 apply to a Storage Operator having a contractual agreement with APETRA for up to 20,000 m³ of storage capacity through one or more Individual Storage Contracts. If the total storage capacity contracted between the Storage Operator and APETRA exceeds 20,000 m³, the main limits of both the General Liability Policy as the Environmental Insurance Policy should be at least double the amounts mentioned above, **meaning that as from 20.001 m³ the minimum insurance limit will be increased from 2,500,000 EUR to 5,000,000 EUR.**

- General Liability Insurance policy with following minimum insurance coverages and limits:

- **Cover in Public Liability**
2,500,000 EUR per loss for Bodily injury, Property Damage and Financial Losses combined, including without sublimit:
 - Accidental Pollution
 - Neighbors' nuisance (art. 544 of the Civil Code)
 - damage resulting from fire, smoke, explosion and water
 - Pure Financial Losses

- **Cover in Product Liability**
2,500,000 EUR per loss and in the annual aggregate for Bodily injury, Property Damage and Financial Losses combined, including
 - 500,000 EUR per loss and in the annual aggregate for Pure Financial Losses and Non-Consequential Financial Losses combined
- **Environmental Insurance Policy, with a minimum coverage and limit of:**
2,500,000 EUR per loss and per policy period for damages caused by accidental and gradual pollution, including:
 - Clean-up costs of own site (“onsite”) and of third party’s sites (“offsite”);
 - third party Bodily Injury and Property Damage (and consequential financial losses)
 - Damage to biodiversity in accordance with EU Directive 2004/35 /CE

These insurance policies will contain a clause in which the insurance company confirms to inform APETRA in case of change or cancellation of the relevant policy.

Valid insurance certificates relating to the current insurance year with regard to the aforesaid required insurance coverage shall be provided to APETRA before the first delivery of Products in the Storage Facility/Facilities and afterwards at each yearly insurance coverage contract renewal, with also indication that the yearly premiums have been settled.

In case the above-mentioned insurance covers would cease to exist or would no longer comply with the insurance requirements imposed by these General Terms and Conditions, APETRA reserves the right to purchase these insurance covers on behalf of the Storage Operator and settle the associated insurance premiums with/on the Storage Operator’s account. Nothing herein will be understood as APETRA waiving his right of recourse or right to claim against the Storage Operator for any damages incurred due to the activities of the Storage Operator.

APETRA always reserves its right to ask the Storage Operator to provide a copy of insurance policies.

Without prejudice to the Storage Operator's obligation of insurance coverage pursuant to the terms above, APETRA shall subscribe an all risk insurance policy including fire and related risks, for coverage of loss of and damage to its own Products when stored in the Storage Facilities belonging to or managed by the Storage Operator.

7.7 The fulfilling of the obligations of the Storage Operator in respect of the Insurance Requirements does not relieve him from any liabilities as described in the articles above. The limits insured under the liability insurance policy cannot be considered as a limitation of the liability of the Storage Operator. The Storage Operator shall bear all own risks (including deductibles) foreseen in such insurance policy and remains fully liable for any loss, claim or damage not covered under such insurance policy.

Article 8 - Violations of the Individual Storage Contract

- 8.1 The Storage operator shall notify APETRA immediately if it fails to comply or expects to fail to comply with any obligation under these GT&C's or the Individual Storage Contract, or if it reasonably should foresee such eventuality. This notification must state in particular the cause and the consequences of this impossibility of complying with these GT&C's and Individual Storage Contract(s) in concrete terms and in detail.
- 8.2 APETRA manages the strategic oil reserve of Belgium, which must be considered as a task of national security. Therefore, in case of gross negligence or any willful violations of the Individual Storage Contract by the Storage Operator, its contractors, agents or employees with respect to the essential obligations and undertakings deriving from the Individual Storage Contract, without prejudice to, and in addition to, the right of APETRA to pursue specific performance and/or full compensation of all damages, APETRA has the right to demand and the Storage Operator shall pay at first request a lump sum equal to the double of the agreed annual storage fee, for each of the above-mentioned violations. This lump sum does not limit in any way the general obligation of the Storage Operator under the Individual Storage Contract to indemnify APETRA for any loss or claim made by third parties.

Without prejudice to any other right of recourse pursuant to the Individual Storage Contract and/or Belgian law, APETRA reserves the right to:

- a) retain the storage fee during the violation of the Individual Storage Contract;
 - b) terminate ipso jure the Individual Storage Contract as well as in serious cases, all or part of the other Individual Storage Contracts entered into with the Storage Operator according to Article 10.3, by means of a registered letter.
- 8.3 The Storage operator shall comply rigorously with the commencement date of the Individual Storage contract. The Storage operator shall warrant (and shall not be entitled to invoke force majeure) that the Storage Facility will be entirely ready and operable on the contractually specified commencement date so that the storage capacity will be available as specified in the Individual Storage Contract and shall not be entitled to invoke any failure to obtain a license (including but not limited to a construction permit) or authorization nor the fact that the concession on the land where the Storage Facility is located has been terminated by the body that granted it.
- 8.4 The Storage operator acknowledges that (i) it is of crucial importance to APETRA that the Storage Capacity that is agreed in the Individual Storage Contract is made fully available at the starting date fixed in the Individual Storage contract and continues to be available in full for the full term of that contract; (ii) should the Storage operator default thereon, APETRA is obliged, under its statutory reserves requirement, to purchase, upon payment of a reservation fee, disposition rights ("tickets") from third parties for a given reservation period of, each time (i.e. as long as the Storage operator is in default), at least three (3) months.

Notwithstanding Article 75 of the Statutory General Terms and Conditions of Public Contracts (Appendix to the Royal Decree of 26 September 1996) and without prejudice to any other applicable provisions, if the Storage operator fails to provide the full Storage capacity contractually agreed with APETRA or is unable to do so for reasons other than force majeure, it shall, automatically and without notice being served, be liable for payment to APETRA of flat-rate indemnity for each quarter (three months) or part thereof for which the full Storage Capacity is not available, this compensation being calculated on the basis of the average price of disposition rights for the relevant Products per m³ for the previous calendar year applying

the following formula (the minimum being EUR 2 per m³ and per month and without prejudice to APETRA's right to claim compensation for any damage incurred which exceeds this flat-rate indemnity):

$$\begin{array}{ccccccc} \text{Average price disposition rights} & & & & & & \text{[full Contracted Volume agreed -} \\ \text{per ton}^2 \text{ per month} & \times & \text{3 months} & \times & & & \text{Storage capacity actually} \\ & & & & & & \text{available for APETRA]} \end{array}$$

The fixed indemnity is payable on the first day of the new quarter for which the indemnity is due. If the Individual Storage contract is terminated, the fixed indemnities are based on the full period for which the Individual Storage contract was concluded and are immediately payable within ten days of the termination of the Individual Storage contract.

APETRA's right to a fixed indemnity, which may or may not be accompanied by unilateral termination entitlement provided in Articles 8.2. and 10.3 of these General Terms and Conditions for Storage, is also valid when it becomes clear before the start date that the Storage operator will not be capable of providing the full Storage Capacity on the start date. If APETRA deems it probable but not certain that the full Storage Capacity will not be available to APETRA on the start date, it can demand additional security from the Storage operator based on the fixed indemnities owed in case of default.

The Storage operator shall inform APETRA of any case of force majeure within 15 calendar days of observing such a case under penalty of loss of rights.

Article 9 - Storage and Handling Fees

- 9.1 The storage fee in EUR/ m³ per year applies to the Contracted Volume indicated in the Individual Storage Contract. The storage fee includes a once delivering/redelivering or redelivering/delivering (i.e. 1 IN/OUT or 1 OUT/IN) charge during the term of the Individual Storage Contract. The fee of redelivering the product included in the storage fee relates to the redelivery of the products either at the end of the Individual Storage contract, or in case of redelivery of the products during a Supply Crisis. In case the storage method fixed in the Individual Storage Contract includes product replacement services (SS + PRA), the storage fee also includes the Replacement operations that might be necessary during the term of the Individual Storage Contract and of which the maximum number will be limited by APETRA in the specifications of the specific call for tenders.
- 9.2 The storage tariffs and additional costs are indicated in the Annex to the Individual Storage Contract and are calculated in EUR/ton being effectively handled and break down into fees for delivering and redelivering as well as additional costs. The latter are reimbursed by APETRA against verification, if this is expressly provided in the Individual Storage Contract.

In case of, (i) a Product replacement, no costs for delivery and redelivery or additional costs are due if the Storage Operator stores the APETRA Products in a comingled manner and no change of Specification takes place, or (ii) if the Product Replacement takes place in the context of a SS+PRA Individual Storage Contract. All fees include the gauging of the respective tank(s).

²To convert to m³ on the basis of the standard density of the middle distillate concerned

In case the only Means of Transportation to supply (or redeliver out of) the Storage Facility is not a common carrier, the cost of such transport to (or out of) the Storage Facility is included in the storage fee.

- 9.3 The storage fee will be paid by APETRA in identical monthly installments. The first payment becomes due when the storage capacity has been made available to APETRA and accepted by APETRA in accordance with these General Terms and Conditions for Storage, in particular as foreseen in art. 9.4 “Payment terms”.

The Storage Facility will, prior to the physical storage of APETRA Products, be subject to a physical inspection and an audit of the administration by APETRA (including but not limited to the different permits, VAT and excise numbers, valid insurance, preliminary approval of the Individual Storage contract by the competent authorities (in case of storage facilities located outside Belgium). The Storage operator shall ensure that inspection can take place well in advance and at least one month before the commencement date, and provide promptly all information requested from it by APETRA to enable a full and efficient inspection to be undertaken. Should the inspection not be satisfactory, Storage Operator shall take all corrective measures in order to meet the required criteria. After the taking of measures by the Storage Operator, APETRA will perform a second control at the Storage Operator’s cost. If, after a second control by APETRA, it appears that the Storage Facility still does not meet the demands and criteria, APETRA can unilaterally cancel the Individual Storage Contract with the Storage Operator and demand compensation equal to 3 months of the fee agreed in the Individual Storage Contract for the contracted capacity.

In case the Individual Storage Contract concerns a Storage Facility outside Belgium, the storage capacity is considered available and the storage fee becomes payable only after acceptance by APETRA and approval of the task delegation by the competent authorities of the country of storage.

- 9.4 The amount to be paid each month by APETRA equals 1/12 (one twelfth) of the agreed annual storage fee for the Contracted volume. The Storage Operator shall invoice the monthly fee at month end at the earliest for the elapsed month and APETRA shall pay the invoice not later than 15 (fifteen) days after receipt of the invoice. APETRA shall pay any other costs within 15 (fifteen) days after the receipt of the valid invoice.
- 9.5 Should the Individual Storage Contract be concluded for a period for up to five years, then the storage fee as well as the storage tariffs and additional costs mentioned in the Annex of the Individual Storage contract will be fixed and unchanged throughout the actual duration of the Individual Storage Contract.

Should the Individual Storage Contract be concluded for a period longer than 5 years, then the storage fee as well as the storage tariffs and additional costs will be fixed for the first five years of the Individual Storage Contract. The storage fee from the first month of the 6th year and beyond will fluctuate annually according the following formula:

$$P_x = 0,6 P_o + 0,4 I_x / I_o \cdot P_o$$

In which: P_x is the price in Year x

P_o is the price at the start of the Individual Storage Contract

I_x is the Belgian consumer price index in month “ x ” before the yearly adaptation

I_o is the consumer price index in month “ o ” before the start of the first to be indexed year of the Individual Storage Contract

The Storage Operator will submit his calculated indexation for APETRA's approval prior application.

Article 10 - Term of the Individual Storage Contract

- 10.1 The start and the expiration dates of the Individual Storage Contract are indicated in the Individual Storage Contract.
- 10.2 APETRA has the right to extend the Individual Storage Contract by 0 (zero) to 6 (six) months with a prior notice of 1 (one) year before the initial contractual end date. The Storage Operator takes this maximum 6 (six) month extension possibility into account in the application for prior approval of the Individual Storage Contract as referred to in Article 5.9.
- 10.3 The Individual Storage Contract can be terminated ipso jure with immediate effect by APETRA by means of a registered letter sent to the Storage Operator in the following circumstances:
- where the Storage Operator fails to fulfill any of its other obligations under the Individual Storage Contract within one month after APETRA has sent a notice by registered mail requesting the Storage Operator to remedy its failure without prejudice to any recourse by APETRA to the rights and obligations contained in this Individual Storage Contract;
 - where the Storage Operator fails to fulfill the essential obligations and undertakings deriving from the Individual Storage Contract;
 - where the Storage Operator becomes involved in a dissolution, bankruptcy, liquidation or settlement ("concordat") procedure, a procedure for the cessation of payment or formal default for a bill of exchange ("protest"), or if the Storage Operator becomes insolvent or gives up all or a substantial portion of its assets.
 - When the Storage Facility is (definitely) closed or the exploitation is terminated
 - When the Storage Facility is sold directly or indirectly to a company, except 1° APETRA's prior agreement and 2° insofar that the new company complies with the APETRA selection criteria;
 - When the Depot no longer meets the APETRA criteria.

In case of an early termination of the Individual Storage Contract as referred to above, APETRA shall not be liable to pay any compensation to the Storage Operator or to any other third party.

APETRA retains its right to claim compensation for financial consequences due to the failure of the Storage Operator being, not exclusively, the costs for contracting alternatives concerning storage, transportation and inspection.

Article 11 – Supply Crisis

- 11.1 In view of the specific task assigned to APETRA, a Supply Crisis does not constitute a case of force majeure as referred to in Article 12.2.
- 11.2 If a Supply Crisis occurs during the term of the Individual Storage Contract, APETRA will notify the Storage Operator of this through a Notification of Supply Crisis. This document contains the information on the Supply Crisis susceptible for communication and known by APETRA at that time.

- 11.3 The Storage Operator undertakes to deplore all necessary means in order to deliver the total of the stored APETRA stocks as quickly as possible, taking into account the delivery facilities of its Storage Facility laid down in the Individual Storage Contract.
- 11.4. APETRA provides the Storage Operator with the delivery schedule as soon as possible. The Storage Operator guarantees that the Delivery can take place in accordance with the APETRA Buyer's lifting schedule, which takes into account the technical capabilities of the Storage Facility. APETRA warrants that it will demand that its buyers spread the lifting if possible in time. The Storage Operator and the APETRA buyers can agree on how the delivery takes place. If the situation requires this, the minimum announcement period referred to in article 3.2. can be shortened in a Supply Crisis.

Article 12 - Trade control and embargo

- 12.1 Neither Party shall be obliged to perform any obligation otherwise required by these GT&Cs, including but not limited to an obligation to (a) perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or (b) engage in other act(s) if this would be in violation of, inconsistent with, or expose such Party to punitive measures under any applicable laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements relating to international boycotts or embargoes, trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws applicable to such party (the "Trade Restrictions"). The Parties also agree not to expose themselves to a sanction, prohibition or restriction on the basis of United Nations resolutions or trade or economic sanctions, laws and regulations of the European Union, Belgium or the United States of America, for which reference is also made to the website of the Ministry of Foreign Affairs, Foreign Trade and Development Cooperation of the Kingdom of Belgium.
- 12.2 Where any performance by a Party would be in violation of, inconsistent with, or expose such Party to punitive measures under the Trade Restrictions, such Party (the "Affected Party") shall, as soon as reasonably practicable and at the latest two weeks after publication of the relevant rule, give written notice to the other Party of its inability to perform, with reference to the relevant rule, this clause 12, the obligations affected by the relevant rule and the scope and the impact of the effect. Once such notice has been given, Parties shall convene within 7 working days in order to discuss the matter which gave rise to the notice and they shall discuss in good faith whether the notice has been sent with cause or without cause and which alternatives have the same economic effect as performance of the Individual Storage Contract while in conformity with the Trade Restrictions.

Article 13 - Anti corruption

- 13.1 The Parties each agree and undertake to the other that in connection with an Individual Storage Contract, they will each respectively comply with all applicable laws, rules, regulations, decrees and/or official government orders relating to anti-bribery and antimoney laundering and that they shall each respectively take no action which would expose the other to fines or penalties under such laws, regulations, decrees or orders.

- 13.2 APETRA and the Storage Operator each represent, warrant and undertake to the other that they shall not, directly or indirectly,
- (i) pay, offer, give or promise to pay, accept or authorize the payment of, any monies or the transfer of any financial or other advantage or other things of value to:
- a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
 - an officer or employee of a public international organization;
 - any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;
 - any political party or official thereof, or any candidate for political office;
 - any director, officer, employee or agent/representative of an actual or prospective counterparty, supplier or customer of Buyer or Seller;
 - any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or
 - engage in other acts or transactions,
- (ii) if such act is in violation of or inconsistent with the anti-bribery or anti-money laundering legislation applicable to any of the Parties.

Article 14 - Miscellaneous Provisions

- 14.1 The Storage Operator is prohibited from transferring all or part of its rights and obligations arising under the Individual Storage Contract to a third party without the prior express written consent of APETRA that, if need be, must be granted within a reasonable period of time.
- 14.2 Force majeure is regulated by Articles 1147 and 1148 of the Belgian Civil Code.
- 14.3 The articles of the Belgian Civil Code concerning storage (bewaargeving/dépôt) are replaced by the Individual Storage Contract and therefore are not applicable between the parties.
- 14.4 Oral subsidiary arrangements have no force. Changes and amendments to the Individual Storage Contract must be made in writing. Any general terms and conditions of the Storage Operator are excluded. The present General Terms and Conditions of APETRA apply to the exclusion of any other terms and conditions.
- 14.5 These General Terms and Conditions are drawn up in a binding French and Dutch version. The English version is to be considered as an unofficial, non-binding version.
- 14.6 The data that is communicated to the Storage Operator will only be used for the purposes of the implementation of the Individual Storage Contract. No one within the Storage Operator will use this data for other and / or personal purposes. This information entrusted is treated in strict confidence and is only shared with third parties in the context of the implementation of the Individual Storage Contract and, if necessary, to comply with legal and/or regulatory obligations. To the extent that this data contains personal data, each party acts separately as the controller. The parties each fulfill their respective obligations in accordance with Belgian and European data protection legislation (GDPR).

Article 15 – Jurisdiction

15.1 The Individual Storage Contract including these General Terms and Conditions will be governed, construed and enforced in accordance with Belgian Law.

If any of the articles of the Individual Storage Contract including these General Terms and Conditions is or becomes invalid and/ or is declared null and void, it will not affect the validity of the current Individual Storage Contract. The Parties are obliged to agree upon an article that is the nearest to the intention and the spirit of the invalid article/ articles that has/ have been declared null and void. If such agreement is not reached, the respective legal regulations will be applied.

15.2 The place of jurisdiction is Brussels, Belgium.

15.3 Before instituting any legal proceeding, the parties will try to resolve the dispute by mediation. To this end, the parties will organize at least two meetings to discuss the conflict before starting legal proceedings. The invitation for these meetings must be sent by registered letter.

Brussels, October 2019.