

LOGISTICAL AGREEMENT

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LOGISTICS FRAMEWORK AGREEMENT

CLIENT:

Steel Solutions B.V.

And

HAULIER:

[Enter the name of the Haulier here.]

LOGISTICAL AGREEMENT

I.

Steel Solutions B.V., having its registered office at Ankerkade 150, Maastricht, legally represented herein by Luminosa B.V., in turn legally represented by Mr Wibo Willem Hubertus Maria Feijen, general manager of Luminosa B.V.;

hereinafter referred to individually and jointly as Steel Solutions:

and

II.

[Enter the name of the Haulier here.], having its registered office at (street address), (town), (Chamber of Commerce number), legally represented herein by its managing director , hereinafter referred to as the 'Haulier'.

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Whereas:

- a. Steel Solutions carries out logistics work with respect to all kinds of products
- b. the Haulier carries out transport assignments
- c. Steel Solutions wishes the Haulier to carry out transport assignments for Steel Solutions
- d. the parties wish to set down their arrangements in that regard in a framework agreement.

AGREE AS FOLLOWS:

SECTION 1: GENERAL

1.1 Definitions

The terms used in this Agreement and its Appendices have, wherever applicable, the following meanings:

Services: haulage assignments

Goods: those goods/products that the Haulier delivers and/or collects at any moment, whereby such goods are not the property of Steel Solutions and are the subject of the services under this agreement

Agreement: the present agreement, including all the Appendices to it or additions agreed in writing by the parties

Client: Steel Solutions B.V.

Haulier: **[Enter the name of the Haulier here.]**

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1.2 The provision of services

- 1.2.1 As from the effective date and under the conditions of this Agreement the Haulier will provide the Client with the services described in this Agreement.
- 1.2.2 The Client gives haulage assignments to the Haulier only in its capacity as a haulier.
- 1.2.3. The Haulier is not permitted to outsource transport to third parties except with the prior written consent of the Client. The Haulier is prohibited at all times from using electronic freight exchange systems such as Teleroute and Timocom.
- 1.2.4 The Haulier is not permitted without the prior written consent of the Client to contact or enter into a direct collaborative arrangement in the broadest sense with clients, principals, loading and/or discharging addresses, and/or other logistical service providers of the Client with whom the Haulier works (via the Client). All assignments must be carried out on a strictly neutral basis on the Client's instructions. If such neutrality is violated, any outstanding invoices will not be paid and the Haulier is deemed responsible for all the damage suffered by the Client in connection with the aforementioned violation.

SECTION 2: DESCRIPTION OF SERVICES, PROCESSES AND ACTIVITIES

2.1 Vehicles and employees

- 2.1.1 Vehicles must be clean, dry, and odour-free. Vehicles must be in perfect working condition and all must have undergone the necessary maintenance, inspection, etc. All the vehicles must at any rate be fitted with an automatic security system in accordance with the highest security grade.
- 2.1.2 The driver must, depending on where the loading and discharging addresses are located, speak German and/or English. The Haulier guarantees that the driver does not have a criminal record and works in accordance with national and international regulations, including those for break times and driving hours. The driver must be representative and courteous to everyone with whom s/he comes into contact in the context of the haulage assignment. If an overnight stop is required, the Haulier's driver is obliged to spend the night only in parking places with surveillance. Subject to the nature of the load, in cases where the load is transhipped or is not loaded and discharged on the same day, the Haulier must deploy two drivers so as to prevent the risk of theft. This is to be standard practice in the cases of loads with a value exceeding €25.000,-. The Haulier must assume that the loads always exceed that value.
- 2.1.3 The Haulier guarantees that, when carrying out an assignment or having it carried out by one or more substitute hauliers hired in with the written consent of the Client as provided for in Article 1.2.3., at least the statutory minimum wage is paid to the employees, and also guarantees that – if applicable – the German Minimum Wage Act, in particular Section 20, is complied with. The Haulier indemnifies the Client against all potential third-party claims relating to breaches of the Dutch or German Minimum Wage Act.

2.2 Loading, transporting and discharging

- 2.2.1 At the time of loading or discharging, the Haulier or Haulier's driver is to check that the amount of packages is correct and check for any damage(s). In the event of shortage and/or damage the Haulier or Haulier's driver is to ensure that such is stated and signed to that effect on the CMR. Liability ensuing from this obligation rests with the Haulier.
- 2.2.2 Stowage is carried out under the explicit responsibility and for the risk of the Haulier in its capacity as a haulier. The load must always be stowed in such a way that it cannot shift or fall from or out of the vehicle. The driver is responsible for ensuring that s/he always has sufficient resources available, in particular for the haulage of steel products, to be able to secure his/her

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load. Any additional costs, of whatsoever nature, of stowing, the use of loading and discharging material, etc. are included in the haulage rate and are not to be charged to the Client.

2.2.3 If the Haulier does not arrive by the time agreed for loading and/or discharging, which time serves as an agreed deadline, the Client is entitled to engage another haulier to take over from the Haulier. Any extra costs incurred by the Client and/or damage suffered consequently by the Client are then fully for the account of the Haulier. The haulage rate agreed between the parties is an all-in rate, including a bonus for punctual delivery and any waiting time. Any additional costs of whatsoever nature may not be charged to the Client.

2.2.4 Transshipment is not permitted except with the prior written consent of the Client.

2.2.5 It is not permitted to leave the load unattended/unsupervised.

2.2.6 Delivery is to be made only on the basis of the contact and address data provided by the Client, so as to prevent potential damage.

2.2.7 The delivery note signed by the receiver is to be sent to the Client by fax or e-mail with a message disposition notification.

2.2.8 In the event of problems, delay, damage, or other deviations or special circumstance the Haulier is to contact the Client immediately. Deviations and suchlike are to be entered on the consignment note and must be signed by the person responsible at the loading or discharging address, who must also add his/her name and position. In the absence hereof, any associated waiting or other costs are not eligible for compensation, subject to the provisions below.

2.3 Waiting time

2.3.1 Waiting time is never compensated, except if the Client has given separate written confirmation that particular waiting times are permitted. In the event of permitted waiting time the first two hours are never charged. If there is a risk of a longer than permitted waiting time occurring, the Haulier must inform the Client immediately, failing which will cause no compensation to be payable. A maximum compensation of €30 per hour is payable for the extra waiting time. This applies only if the waiting time is entered on the consignment note and the consignment note is signed to that effect by the transhipper or receiver. If these conditions are not met, the extra waiting time is not compensated.

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2.4 Pallet exchange

- 2.4.1 If Goods are transhipped on euro pallets, these must be exchanged straight away. The Haulier is liable for any pallets not exchanged. Pallet exchange must be evidenced by a record kept by the Haulier at its own expense and entered on the original freight documents that are supplied to the Client. The Haulier shall allow the Client to inspect these free of charge on request and shall provide a copy if required, including underlying supporting documents.
- 2.4.2 If there are any differences in pallet exchange of which the Client is not informed immediately, a charge of €9.50 per pallet will be made, plus €25 administration costs.

SECTION 3: RATES AND INVOICING

3.1. Haulage rate

3.1.1 The haulage rate is an all-in rate. This means that all possible costs are included, such as, but not limited to, tolls, fuel surcharge, Maut, etc., the only exception being waiting time.

3.2 Method of payment

3.2.1 Invoices are to state the Client's reference and are to be accompanied by the CMR consignment note. This bears, in legible form, the names of the persons, companies, company stamps, and number of euro pallets. If this Article is not complied with, the Client is not obliged to make payment. If the invoice and the correct original documents are not sent within one month after the assignment has been issued, the right to payment lapses.

3.3 Setting off

3.3.1 The Client is entitled to offset all the outstanding debts of the Haulier or the Haulier's associate companies. The Haulier does not have the right to offset or suspend payment.

SECTION 4: DURATION & TERMINATION

4.1 Duration

- 4.1.1 This Agreement is entered into for a period of one year, commencing on 1 January 2015 and ending on 31 December 2015.
- 4.1.2 After the period referred to in 4.1.1 has expired, this Agreement will be renewed for a consecutive one-year period. Subsequently, this Agreement will be tacitly renewed each year for a consecutive one-year period.
- 4.1.3 Notice of termination of this Agreement by the Haulier may be given at the end of each period, subject to a notice period of at least three months.
- 4.1.4 Notice of termination of this Agreement by the Haulier must be given by means of a bailiff's notification or by registered letter.
- 4.1.5 The Client may cancel the Agreement prematurely at any time without being liable to pay compensation, subject to a notice period of three months.

Article 4.2 Suspension and dissolution

- 4.2.1 The Client is authorized to suspend the fulfilment of its obligations or to dissolve the Agreement:
- if business activities are terminated or transferred, direct or indirect control changes, or the Haulier becomes bankrupt or files for moratorium on payments;
 - if the Haulier – because of force majeure or otherwise – fails to fulfil its obligations under the Agreement or an Agreement associated with it, or fails to fulfil them fully, punctually, or properly;
 - if before or after the Agreement is concluded, circumstances become known that give the Client grounds for fearing that the Haulier will not fulfil its obligations, or will fail to fulfil them fully, punctually, or properly;

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- if the Haulier is asked to provide security and/or a guarantee of fulfilment of its obligations under the Agreement and the Haulier fails to provide that security or guarantee or fails to provide them fully;
- if strategic changes of course, such as changed market conditions, sale of specific divisions of the company, or changes to the current business model, on the Haulier's side so dictate.

4.2.2 In addition, the Client is authorized to dissolve the Agreement if circumstances arise that are of such a nature that fulfilment of the Agreement becomes impossible or can no longer be considered possible according to the standards of reasonableness and fairness. The Client is also authorized to dissolve the Agreement if circumstances arise that are of such a nature that it becomes impossible to maintain the Agreement without amendments.

4.2.3 If the Agreement terminates before the service to be provided by the Haulier is complete, the Haulier is obliged to pay for the work that the Client has carried out or has had carried out on the instructions of the Haulier.

4.2.4 If the Agreement is dissolved, the Haulier's debts to the Client become payable on demand. If the Client suspends the obligations, it retains its entitlements arising from the law and the Agreement.

4.2.5 The Client always retains the right to claim compensation. Termination or suspension of this Agreement means that if the Client so requests, the Haulier has to pay compensation in full for the damage or loss of income suffered as a consequence.

4.2.6 The Haulier is never entitled to compensation in the event of termination or suspension of this Agreement, except in the case of an intentional act or omission, or gross negligence, on the part of the Board of Directors of the Client.

SECTION 5: LIABILITY AND INSURANCE

5.1 Liability

- 5.1.1 All acts and work activities are for the expense and risk of the Haulier.
- 5.1.2 The Client is not liable for damage of whatsoever nature, unless the Haulier proves that the damage occurred through an intentional act or omission, or deliberate recklessness, by the Board of Directors of the Client.
- 5.1.3 The Client is never liable for loss of profits, consequential loss, and/or non-material damage. Moreover, the Client is not liable for costs, damage, and interests that may arise for the Haulier or third parties engaged by the Haulier as a direct or indirect result of:
- breach of copyright, licences, or other rights as a consequence of use data supplied by or in the name of the Client;
 - acts and omissions by the Client or its employees;
 - damage to or loss of items made available by the Client, howsoever caused.

The Haulier is liable for damage suffered by the Client and/or third parties engaged by the Client and/or the principals of the Client during and/or because of the execution of the Agreement. The Haulier is fully liable for acts by its employees or by third parties engaged by or in the name of the Haulier.

5.2 Indemnification

The Haulier indemnifies the Client against all possible claims by third parties in relation to the Agreement between the Haulier and the Client, or the execution thereof, and for all the costs of the Client, its lawyers, etc., in connection with such claims.

5.3 Force majeure

- 5.3.1 The Client is not bound to fulfil obligations if it is prevented from doing so as the result of circumstances that are not attributable to the Client on the basis of the law, a juristic act, or generally held opinions.
- 5.3.2 Force majeure is understood to mean – in addition to that which is understood in the law and jurisprudence – all external causes, foreseeable or otherwise, over which the Client cannot reasonably exert an influence but that prevent the Client from fulfilling its obligations. This also

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includes any strikes or other interruptions within the Client's company that prevent the Services from being carried out.

- 5.3.3 All the extra costs caused by force majeure, such as but not limited to haulage and storage costs, inspection costs, and costs relating to customs matters, are for the expense of the Haulier and are to be paid to the Client on request.
- 5.3.4 The Client may suspend the obligations under the Agreement during the period that the event of force majeure applies. Furthermore, the Client is authorized to dissolve the Agreement without any obligation to pay compensation to the Haulier.

5.4 Insurance

- 5.4.1 By accepting a haulage assignment the Haulier also confirms that it is fully insured for any damage of whatsoever nature and that it has paid the premiums on time.

SECTION 6: CONFIDENTIALITY

- 6.1 The Haulier is obliged treat with the strictest secrecy all the confidential information that becomes known to the Haulier and its employees under the Agreement, both during the Agreement and during a five-year period after the Agreement ends, both with respect to third parties and to the employees of both companies insofar as, for the latter, the information is not business-related. Confidential information covers a broad range of subjects and includes all non-public information that is or could be damaging in any way to the Client should it be made public, or that is or could be useful to competitors of the Client, and also includes in any case all the data of customers and/or other business relations, prices, business models, and volumes of the Client of which the Haulier and its employees became aware by virtue of this Agreement.
- 6.2 If it violates the obligation provided for in Article 6.1 of the Agreement, the Haulier forfeits to the Client, without notice of default or prior notification, a penalty of €25.000,- per violation, plus a penalty of €5.000,- for every day or part thereof that the violation has existed or continues to exist. Payment of the penalty does not affect the rights of the Client, such as the right to compensation for the contractual damage, loss of income, or damage actually suffered and the right to demand fulfilment of the Agreement.

SECTION 7: PRESCRIPTION AND EXPIRY

- 7.1 All claims against the Client are prescribed after a period of nine (9) months.
- 7.2 All claims against the Client expire after a period of twelve (12) months.
- 7.3 The periods referred to in Article 7.1 and 7.2 start when the haulage assignment concerned commences.

SECTION 8: FINAL PROVISIONS

8.1 Miscellaneous

- 8.1.1 If one or more provisions of this Agreement should become nonbinding, the remaining provisions of the Agreement between the Parties remain in effect. The Parties undertake to replace the nonbinding provisions with provisions that are binding and that differ as little as possible from the nonbinding provisions, given the purpose and tenor of this Agreement.
- 8.1.2 The Agreement encompasses the full Agreement between the Parties in relation to the underlying subject and invalidates earlier Agreements, offers, quotations, and suchlike in relation to the underlying subject.
- 8.1.3 General Terms & Conditions and exemption clauses used by the Haulier or its auxiliary persons are not applicable to this Agreement, even if they have been indicated in standardized or other form in any correspondence. The applicability of such General Terms & Conditions and exemption clauses is, insofar as this is necessary, explicitly rejected by the Client.

8.2 Applicable conditions, applicable law and competent court

- 8.2.1 The General Terms & Conditions of Sale or other conditions of the Haulier or its auxiliary persons are not applicable, unless the Client has given its express written consent by confirming specifically, also with respect to the type of conditions: 'The Client agrees to the following conditions: (here the conditions in question are to be stated explicitly by the Client)', in which case the remaining provisions of this haulage confirmation always take precedence over such conditions.
- 8.2.2 This Agreement, its Appendices, and all disputes arising from them are governed exclusively by Dutch law. However, the amount of the liability of the Haulier is determined exclusively by the CMR convention. All disputes regarding the execution, validity or interpretation of the Agreement and its Appendices come under the jurisdiction of the District Court of Limburg, the Maastricht location.

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8.2.3 The Haulier will bring a matter before the court only after it has done everything possible to reach an amicable settlement of a dispute or, in the absence thereof, has had recourse to mediation.

drawn up in quadruplicate in and signed on

Steel Solutions B.V.

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