

Terminal Contract

between

Kap-Horn Logistics GmbH,
Kap-Horn-Strasse34, 28237 Bremen
(hereinafter "**Kap-Horn**")

and

.....,
.....,
(hereinafter "**Customer**")

Recitals

Kap-Horn operates a port in Bremen for the handling and storage of goods and the provision of additional related forwarding and logistical services. For this purpose, Kap-Horn operates two port terminals on its premises in the "Industriehafen" (industrial port) section of the port (according to Plan No.8 of the Bremen Port Area Ordinance), namely a terminal in "Port A" with water-side access through the Oslebshausen lock (hereinafter "**Kap-Horn Interior**"), and a terminal at the Kap-Horn port accessible directly from the Weser river (hereinafter "**Kap-Horn Exterior**"). The Customer operates ... and would like to commission Kap-Horn with...

§1 Services provided by Kap-Horn

1. During the term of the contract, Kap-Horn will provide the following services to the Customer:
 - ...
 - ...
 - ...
2. The commissioning of specific activities will be effected in each case by placing individual orders.

§ 2 Volume

The business proposed by the parties is expected to have a volume of approximately ... per... Should it become foreseeable to the Customer that the expected volume will considerably

exceed or fall below this order of magnitude (by more than ... percent), it must inform Kap-Horn accordingly without delay. However, neither the Customer nor Kap-Horn shall have an obligation to order or handle minimum quantities.

§1 Kap-Horn's berths

1. Prior to any vessel calling at the port, the Customer must first obtain the information as to whether and under what conditions a call at the port and stay of the vessel at one of the berths of the "Kap-Horn Interior" and/or "Kap-Horn Exterior" terminals is possible.
2. Based on Kap-Horn's ulterior use of its port basins and operating facilities, as well as any draught restrictions due to tides, ebb and flow, high or low water, Kap-Horn is not in a position to guarantee that the vessels will be able to call at and depart from the berths at any given time, and that they will be able to permanently stay at the assigned berth.
3. In order to be handled at the "Kap-Horn Interior" terminal, vessels must be equipped with their own fully functional loading gear that guarantees a consistent discharging and loading capacity of ... per... The vessel must not exceed a length of ... m.
4. In order to be handled at the "Kap-Horn Exterior" terminal, the vessel must not exceed a length of ... m.
5. The arrival of vessels must be announced to, and coordinated with, the terminal at least 48 hours ahead of the intended call at the Kap-Horn terminal. All coordination measures issued by Kap-Horn with regard to the berth allocation and the entering of the port by the vessel must be complied with.

§ 4 Remuneration

Kap-Horn's remuneration shall be in accordance with the [Kap-Horn Remuneration Schedule / General Remuneration Tariff] attached in Appendix1 . Kap-Horn's remuneration does not cover public shipping dues and costs for shipping-related services performed by third parties (tugs, pilots, etc.); such services must be ordered from, and paid to, those third parties directly by the Customer or the vessel.

§ 5 Invoicing

1. Kap-Horn's remuneration becomes due upon performance of the respective services and shall be paid immediately upon receipt of an invoice from Kap-Horn.
2. Kap-Horn shall be entitled to invoice partial services rendered prior to the full performance of the overall service.

§ 6 Term

1. This contract enters into force on ... and shall have a term of ... from the effective date. The term shall be extended by ... unless the contract is terminated prior to the end of the term by either party in writing subject to a notice period of
2. The right of the parties to termination the contract for cause shall remain unaffected.

§ 7 Kap-Horn's Standard Terms and Conditions

In all other respects, Kap-Horn's Standard Terms and Conditions shall form an integral part of this contract and of each individual order. A version of these Standard Terms and Conditions is attached in Appendix 2.

§ 8 Applicable law, place of performance and place of jurisdiction

1. This contract is governed by German law.
2. Bremen, Federal Republic of Germany, shall be the place of performance for all obligations of Kap-Horn towards the Customer or the Customer towards Kap-Horn arising from and in connection with this contract.
3. Bremen, Federal Republic of Germany, shall be the place of jurisdiction for all disputes arising from or in connection with this contract. This shall be the exclusive place of jurisdiction for any claims against Kap-Horn.

On behalf of Kap-Horn:

On behalf of the Customer:

.....

.....

(Name)

(Name)

.....

.....

(Date, signature)

(Date, signature)

Appendix 1 - Remuneration schedule / Tariff

Appendix 2