

**NON-OBLIGATORY RECOMMENDATION
FOR GENERAL TERMS OF BUSINESS
OF THE TALLYMEN'S TRADE IN HAMBURG***

I. General Conditions

1. These conditions shall be applicable to all work carried out by the tallyman.
2. Tallyman's quotations are not binding until an order has been placed. For work carried out within the framework of a tallying contract for future execution, remuneration applicable at the time of concluding the contract must be freshly agreed upon in accordance with changes in wages and other costs occurring while the contract is in operation.
3. All goods requiring special handling during loading, discharging or sea transport must be pointed out to the tallyman. This particularly applies to dangerous goods according to the IMDG-Code.
4. In cases of force majeure and other unforeseeable extraordinary occurrences arising through no fault of the tallyman, e.g. war, natural catastrophes, strikes, government interventions, preventing the tallyman from executing some or all of his obligations, he is inasmuch exempt from his work. The tallyman shall only cite the aforementioned occurrences, if he informs his principal immediately.
5. If the tallyman is willing to work and is prevented from performing this work through any fault of the principal or through any circumstances for which the principal bears the risk, the tallyman retains his entitlement to the agreed fee.
6. The amount charged by the tallyman is due upon receipt of invoice and payable within 14 days. Upon fulfilment of his contractual obligations the tallyman is entitled to demand an immediate payment on account, amounting to the expected value of his invoice.

The tallyman can also demand advance payment. He will reserve the right to demand this, particularly if the debtor is resident outside of the Federal Republic of Germany or if payment is uncertain to be made punctually.

II. Tallyman's Liabilities

1. The tallyman, in the performance of his duties, shall only be held responsible as far as legal and contractual agreements are concerned if he or his assistants are at fault. The obligation for exoneration remains with the tallyman unless clarification concerning the cause of the damage according to the prevailing circumstances cannot, in all fairness, be expected of him.
2. The tallyman is exempt from any liability
 - a) for damage caused by fire, water or explosion,
 - b) for damage to ship and cargo or shortages caused by theft, pillage or riot,
 - c) for damage and loss caused by false weight statements in the case of heavy lifts,
 - d) for damage and loss caused by deficient marking or by differences in markings insofar as the tallyman was unable to detect the faulty marking and differences in markings,
 - e) in the case of palletised cargo, unit loads and cargo grouped into larger units in some other way not supervised by the tallyman, if he did not notice damage or shortages not outwardly recognizable,
 - f) for damage to goods requiring special handling, if the necessary information was false or insufficient. This applies particularly to descriptions in generally unknown technical terms or false statements concerning dangerous goods,

if the damage thus incurred could not be prevented by the diligence of a regular tallyman.

3. As far as the tallyman is liable under part II of these conditions, the amount of damages to be paid in compensation by the tallyman is limited to two units of account per kilo of the gross weight of the goods. The unit of account

is the Special Drawing Right (SDR) of the International Monetary Fund (IMF). The amount in question will be converted into EURO at the rate of exchange applicable between the EURO and the SDR on the day the goods to be handled are received or on a date agreed by the parties in question. The SDR value of the EURO shall be calculated by the method applied by the IMF for its operations and transactions on the day in question.

4. The exclusions and limitations of liability mentioned in these conditions shall not apply if any case of damage or loss is due to the action or failure to act committed intentionally, recklessly or in recognition of the probable occurrence of damage or loss by the tallyman, any of the tallyman's personnel in the performance of their duties or any other persons the tallyman makes use of in carrying out his operations.
5. Liability of tallyman's employees is excluded resp. restricted according to the aforementioned liability conditions.
6. The payment of penalties or similar fines shall be excluded unless the tallyman can cite part II, section 4, of the aforementioned liability exclusions or limitations to liability.

III. Final Provisions

1. All claims against the tallyman, irrespective of their legal reasons, are barred after one year. In cases involving intent or negligence equivalent to intent as per part II, section 4, a limitation period of three years shall apply.

The period of limitation shall commence with the termination of the date on which the claimant received knowledge of this entitlement or, due to negligence, did not know.

2. Exclusive place of court and place of settlements is Hamburg. German law shall apply.

Hamburg, 01.03.2007

- * These present conditions have been prepared in the German and English language, subject to the proviso that the German text takes priority.