

Exchange Agreement

(pursuant to section 10 Framework Storage Agreement)

to Individual Storage
Agreement No.:

Version: June 2024

Tank storage facility:

Mineral oil:

Between the

– hereinafter "Principal" –

and

– hereinafter "Storage Company" –

and

(please also fill in the blank if Storage
Company and Partner for Exchanges are
identical)

– hereinafter "Partner for Exchanges" –

– together the "Parties" –

The Parties have agreed to enter into the following Exchange Agreement ("Agreement"):

Section 1 Contract Terms and Obligations

- (1) On entering into this Agreement, the Partner for Exchanges commits itself to be jointly and severally liable with the Storage Company during the term of the underlying Individual Storage Agreement for the exchange [*Wälzung*] for quality purposes (preservation) of the stored mineral oil as defined in section 1(1) Framework Storage Agreement. Exchanges for the purposes of preservation shall be performed free of charge for the Principal.
- (2) The terms and conditions of the respective exchange shall be set out in an individual contract between the Principal and the Partner for Exchanges. Such individual contract shall particularly regulate the following:
 - Storage location/tank number (if applicable),
 - Mineral oil/quality,
 - Quantity,
 - Internal price [*Verrechnungspreis*],
 - Time period of the exchange.
- (3) The following shall apply with regard to this Agreement and the individual contracts entered into under this Agreement:
 - (a) The individual agreement between the Principal and the Partner for Exchanges according to section 1(2),
 - (b) the provisions of the Individual Storage Agreement,
 - (c) the provisions of the Framework Storage Agreement, and
 - (d) the *General Conditions of Contract* (version: June 2024) (“**General Conditions of Contract**”)

If there are discrepancies in the set of rules listed in subparagraphs (a) to (d) above, the individual regulations of a set of rules shall prevail over the contrary regulations of the respective set of rules which is mentioned thereafter.

- (4) The *Allgemeine Deutsche Spediteurbedingungen* (ADSp) [General Netherland Freight Forwarders' Standard Terms and Conditions] shall not apply. Deviating, contrary or supplementary general terms and conditions of the Storage Company or Partner for Exchanges will only become an integral part of this Agreement if and to the extent that the Principal has expressly consented to their applicability in writing. This requirement for consent shall apply in every case, e.g. also if the Principal unconditionally fulfils its own contractual obligations with the knowledge of the Storage Companies or Partner for Exchanges' general terms and conditions.

**Section 2
Further Obligations**

- (1) Any change with regard to the identity of the Partner for Exchanges during the term of the Individual Storage Agreement shall require an amendment of this Exchange Agreement, which amendment the Principal may only refuse for good cause [*aus wichti- gem Grund*].
- (2) In the case of segregated storage, the Principal shall determine which stock is to be ex- changed [*wälzen*] and at what time. In the case of commingled storage (collective stor- age [*Sammellagerung*]), the Partner for Exchanges shall in agreement with the Principal determine the time and quantity of stock to be exchanged.
- (3) The Storage Company and the Partner for Exchanges shall comply with the respective applicable statutory provisions relating to the customs tax, value added tax and energy tax-related processing of the goods to be exchanged. The processing shall be coordi- nated with the Principal on a case-by-case basis. The respective tax facility manager shall arrange for any notifications of changes of registration, if necessary.
- (4) In the case of commingled storage, the stock after exchange must be equivalent to the quantity of the Principal-owned stock [*Eigentumsbestand*] stockpiled by the Principal pursuant to section 6(1) Framework Storage Agreement. In the case of segregated storage, ex- cess quantities or deficiencies of up to 100 m³ per tank may be offered to the Principal for purchase or sale after the exchange.
- (5) The Partner for Exchanges guarantees that the exchanged goods meet the agreed specification, which specification must comply at least with any DIN/EN [Netherland/Euro- pean Standards] governing the exchanged goods. In the absence of an agreement, the DIN/EN shall be complied with or, if a DIN/EN does not exist, at least the quality cus- tomary in the market.

, dated

Belgium, dated

Storage Company:

Principal

.....
(Stamp, full names and signatures)

.....

....., dated

Partner for Exchanges

.....
(Stamp, full names and signatures)