

**FORWARDING / WAREHOUSING
CONDITIONS**

**CWT Commodities Pte Ltd
and its associates and affiliates**

August 2011

FORWARDING CONDITIONS

1. Definitions

“Agreement” shall mean any agreement, whether express, implied, written or oral, by which the Company offers and the Customer accepts the provision of the Services, and shall include without limitation any written contract and correspondence by fax and/or email between the Company and the Customer;

“Company” shall mean CWT Commodities Pte Ltd or its associates and affiliates which includes but is not limited to those listed in Attachment 1 of this Forwarding / Warehousing Conditions;

“Forwarding Conditions” shall mean the forwarding conditions of the Company stipulated herein and “Forwarding Condition” shall mean one or any of them;

“Customer” shall mean the party to whom the Company shall provide the Services pursuant to the Agreement and “Customer” shall mean one or any of them;

“Goods” shall mean the goods in respect of which the Services shall be provided by the Company pursuant to the Agreement;

“Price” shall mean the price which shall be chargeable by the Company to the Customer for the provision of the Services as agreed to in the Agreement;

“Services” shall mean any and all services provided or to be provided by the Company to the Customer pursuant to the Agreement, including the provision of any advice or information whatsoever;

“Working Hours” shall mean 0830hrs to 1730hrs Singapore or other applicable local time on Mondays to Fridays, except those days designated as holidays.

2. Incorporation of Forwarding Conditions

2.1 The Forwarding Conditions shall apply to the Agreement and shall be deemed to be incorporated in and form part of the Agreement. The Customer shall be deemed to have received the Forwarding Conditions so long as the Company is able to provide evidence that the Conditions have been sent or delivered to the Customer by ordinary dispatch, telex, ordinary or prepaid post or fax or that the Conditions have been drawn attention to or made reference to and/or otherwise made available to the Customer, regardless of whether the Customer expressly acknowledges receipt of the Forwarding Conditions.

2.2 Standard terms and conditions (howsoever called) or forms used by the Customer shall not be applicable to or be deemed incorporated into the Agreement unless the terms and conditions or forms have been accepted in writing by the Company.

2.3 Any variation to the Forwarding Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed to in writing by the Company.

2.4 The Company is not a common carrier and the Company handles the Goods subject to these Forwarding Conditions.

- 2.5 No agent or employee of the Company has the Company's authority to alter or vary these Forwarding Conditions.
- 2.6 If any legislation is compulsorily applicable to any business or Services undertaken by the Company or the Services, the Forwarding Conditions shall, as regards such business or Services, be read as subject to such legislation and nothing in the Forwarding Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of the Forwarding Conditions shall to any extent be repugnant to such legislation, such part of the Forwarding Conditions shall as regards such business or Services be void to that extent but no further.

3. Owner of Goods, Title and Claims to Goods

- 3.1 The Customer expressly warrants that they are either the owners or the authorised agents of the owners of the Goods and further warrants that they are authorised to accept and are accepting these Forwarding Conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the Goods.
- 3.2 Without prejudice to Clause 3.1 the Company shall have the right to enforce the Forwarding Conditions not only against the Customer but also if it thinks fit against the sender and/or consignee and/or owner of the Goods.
- 3.3 All rights of ownership and title over the Goods shall be established and verified by the Customer, or between Customer and its client or other third party, and it is acknowledged and understood that the Company has no responsibility or liability with respect to any conflicting claims arising out of a dispute contesting rights of ownership or title to the Goods.

4. Sub-contracting

- 4.1 The Company shall be entitled to sub-contract on any terms the provision of the whole or any part of the Services.
- 4.2 Where the carriage, storage or other Services in respect of the Goods shall be sub-contracted to third parties by the Company and a range of rates is available from different third parties for the provision of a certain Service (whether due to the varying degree of the liability assumed by such third parties or otherwise), such carriage, storage or other Services shall be sub-contracted to the third party which offers the lowest rate available and the Customer shall bear all risk relating thereto.

5. Methods, Procedures and Routes

- 5.1 Subject to the express written instructions by the Customer, the Company shall be entitled at its absolute discretion to decide on the means, route and procedure to be followed in the handling, storage, transportation and/or forwarding of the Goods. Notwithstanding the foregoing, the Company shall be at liberty to depart from the Customer's instructions if, in the opinion of the Company, it is at any stage necessary or desirable in the Customer's interest to do so.

6. Warehousing / Storage / Packing of the Goods / Containers

- 6.1 The Company may warehouse or store the Goods at any place at the sole discretion of the Company pending the forwarding or delivery of the Goods, and all expenses incurred in the warehousing or storage of the Goods shall be payable by the Customer.
- 6.2 Except where the Company is instructed in writing to pack the Goods, the Customer warrants that all the Goods have been properly and sufficiently packed and the Company shall not be liable for any loss, damage or expenses incurred or suffered by the Customer as a result of the insufficiency of the packing of the Goods.
- 6.3 The Customer shall indemnify the Company for any loss, damage or expenses incurred or suffered by the Company as a result of the insufficiency of the packing of the Goods.
- 6.4 If a Container has not been packed or stuffed by the Company, the Company shall not be liable for loss of or damage to the contents thereof if caused by:
- (a) the manner in which the Container has been packed or stuffed;
 - (b) the unsuitability of the contents for carriage in Containers;
 - (c) the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Company, this paragraph shall apply only if the unsuitability or defective condition (a) arose without any negligence on the part of the Company or (b) would have been apparent upon reasonable inspection by the Customer or Owner or person acting on behalf of either of them or (c) arose as a result of the peculiarity of the Goods and such peculiarity is not made known to the Company; or
 - (d) the Container not being sealed at the commencement of any carriage.
- 6.5 The Customer shall defend, indemnify and hold harmless the Company against all liability, loss, damage, costs and expenses arising from one or more of the matters provided for in Clause 6.4 above.
- 6.6 Where the Company is instructed to provide a Container, in the absence of any specific request in writing, the Company is not under an obligation to provide a Container of any particular type or quality.
- 6.7 The Customer warrants that it has complied with all laws and regulations relating to the nature, condition, packing, handling, storage and carriage of the Goods.

7. Documents to be provided to the Company

- 7.1 The Customer shall ensure that all instructions, information and documents required to be provided to the Company for the receipt and dispatch of the Goods by the Company are accurate and adequate and are provided to the Company promptly and in proper time.

- 7.2 The Customer shall be liable for all consequences arising from the provision of inaccurate, obscure and inadequate instructions, information and/or documents; any failure to furnish any instructions, information and/or documents; or any failure to furnish any instructions, information and/or documents in time.
- 7.3 The Company shall not be obliged to furnish a guarantee for the receipt of the Goods in the absence of the provision of any of the instructions, information and documents referred to in Clause 7.1 above.
- 7.4 In the event that the Customer fails to comply with Clause 7.1 and/or should the Company furnish a guarantee for the receipt of the Goods in the absence of the provision of any of the instructions, information and documents referred to in Clause 7.1 above, the Customer shall fully indemnify the Company from and against any and all losses, damages and expenses (including without limitation all court charges, legal costs (on a full indemnity bases, including legal fees), disbursements, administrative charges and fines) incurred or suffered by the Company

8. Accuracy of Descriptions of the Goods and Quality of the Goods

- 8.1 The Customer warrants and is bound by the accuracy of all descriptions, values and other particulars and/or information furnished to the Company in respect of the Goods for the purposes of customs clearance or any other purposes whatsoever and the Customer shall indemnify the Company from and against any and all losses, damages, expenses and fines whatsoever arising from the inaccuracy of any descriptions, particulars and/or information furnished, even if such inaccuracy is not due (whether in whole or in part) to any negligence or fault on the part of the Customer.
- 8.2 The Company shall not act as an expert in relation to the nature or quality of the Goods and shall not be required or be obliged to provide any notification to any party whatsoever in relation to the state, nature or quality of the Goods.
- 8.3 The Company shall be under no obligation to ensure that the samples of the Goods are identical with or match the Goods as described by the Customer or that the Goods conform with the description of the Goods provided by the Customer.

9. Tallying / Weighing / Measuring of the Goods

- 9.1 All operations such as superintending, sampling, taring, tallying, weighing, measuring, etc., and receiving the Goods under judicial survey, shall be undertaken only on the Customer's specific instructions and all costs thereof and relating thereto shall be payable by the Customer and, if first paid by the Company, shall be reimbursed to the Company by the Customer forthwith upon demand.
- 9.2 Notwithstanding Clause 9.1 above, the Company shall be entitled, but not obliged, and the Customer hereby authorizes the Company to take any action with respect to the Goods which the Company considers to be necessary in the Customer's interest, at the Customer's expense and risk.

10. Delivery / Loading / Unloading

- 10.1 A statement by the Customer on the time of delivery of the Goods shall not be binding on the Company and the Company shall not be taken to guarantee the

arrival time of the Goods.

10.2 In the event that the loading and/or unloading time under any bill of lading and/or charterparty in respect of the Goods is inadequate regardless of the cause thereof, all costs resulting therefrom, including without limitation any demurrage charges shall be borne by the Customer, notwithstanding that the Company was the party that accepted or entered into the bill of lading and/or charter party from which the aforesaid costs arise.

10.3 Any additional expenses of an exceptional nature, including without limitation any higher wages arising from the loading and/or unloading of the Goods outside the Working Hours shall not be included in the Price, unless specifically stipulated in writing and agreed to by the Company, and shall be borne by the Customer.

11. Payment of Price, Freight, Duties, etc.

11.1 The Customer shall pay the Price to the Company within fourteen (14) days of its receipt of an invoice in respect of the Price by the Company.

11.2 The Company shall be entitled to charge the Customer a reasonable amount in addition to the Price for any operations of an unusual nature and/or which requires additional time or effort to carry out.

11.3 Unless otherwise stipulated in writing and agreed to by the Company, the Price shall not include postage expenses, teleprinter, telegram and telephone charges, stamp fees, import duties and excise, statistical duties, consular and attestation fees, customs formalities, costs of preparing shipping documents and obtaining bankers' guarantees (if any), cost of weighing, measuring, tallying, taring, sampling and repairing, bundling or rebundling, packing or repacking, crantage, additional costs of handling heavy objects, insurance premiums, all extra costs such as warehousing charges and quayside charges or wharfage charges for consignments missing a connection, demurrage for detention or delay of vessels, trucks or other transport, hire of tarpaulins, overtime pay, the cost of working outside the Working Hours, cost of providing watchmen and all other out-of-pocket expenses whatsoever. The Company shall issue a separate invoice in respect of such aforesaid expenses, fees, duties whatsoever and the Customer shall pay all such expenses, fees, duties whatsoever to the Company within fourteen (14) days of its receipt of the invoice by the Company.

11.4 The Company shall be entitled to retain and be paid all brokerage fees, commissions, allowances and other remunerations.

11.5 All quotations are given on the basis of immediate acceptance and are subject to withdrawals or revisions before acceptance by the Customer. Unless otherwise agreed to in writing by the Company, the Company shall be at liberty to revise a quotation after its acceptance by the Customer with or without prior notice to the Customer, in the event of any changes in the currency exchange rates, rates of freight, insurance premiums, general port charges and any other rates or charges on which the quotation to the Customer was based, regardless of the cause of such changes.

11.6 The Customer shall be liable for any duties, taxes, imposts, levies, deposits or outlay of any kind whatsoever which shall be levied or imposed by the authorities at any port or place in connection with the Goods and for any payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in

connection therewith and the Customer shall reimburse and/or indemnify the Company of all such duties, taxes, imposts, levies, deposits, payments, fines, expenses, loss or damage whatsoever which shall be paid or incurred or suffered by the Company forthwith upon demand.

- 11.7 Unless otherwise agreed to by the Company in writing, the Customer shall pay to the Company immediately all freight, duties, and all other costs and expenses relating to the carriage of the Goods and/or customs requirements upon arrival or dispatch of the Goods which are being received or forwarded by the Company respectively. Any risk of currency exchange fluctuations shall be borne by the Customer.
- 11.8 Where the Goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee of the Goods or any other persons, the Customer shall remain liable for the same if the same is not paid by such consignee or other person forthwith on the due date for payment or upon demand by the Company.
- 11.9 The Company shall not be obliged to furnish or to procure any third party to furnish security for the payment of any freight, duties and/or other costs and expenses relating to the Goods should the same be demanded. In the event that the Company furnishes security out of its own resources, the Customer shall make payment to the Company of the amount for which security has been furnished upon demand by the Company. Any and all consequences arising from the failure to comply with a demand to furnish security shall be borne by the Customer.
- 11.10 In the event that the Customer fails to pay any amounts which are due and payable hereunder or upon notification thereof by the Company, interest shall be payable on such amounts at the rate of 2% per month.
- 11.11 The Customer shall upon demand by the Company furnish security for any amount which the Customer is or may be indebted to the Company.
- 11.12 All sums shall be paid to the Company immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.
- 11.13 All payments made by the Customer for any monies due and payable hereunder shall be deemed in the first place to have been made on account of non-preferential debts, regardless of any instructions which may have been given by the Customer to the Company at the time of payment.
- 11.14 In the event that the Company resorts to any legal proceedings or other means for the recovery of any amounts due and payable by the Customer hereunder (the "Indebtedness"), the Customer shall, in addition to the Indebtedness and interest payable under Clause 11.10, be liable to the Company for a further amount equivalent to 10% of the Indebtedness on account of all clerical expenses which may be incurred by the Company in resorting to such proceedings or other means.
- 11.15 The Customer shall indemnify the Company of all court charges, stamp fees, legal costs (on a full indemnity basis, including legal fees) and disbursements incurred by the Company in respect of any legal proceedings or intended legal proceedings for the recovery of any payments due and owing to the Company.

12. Insurances

- 12.1 The Company shall not be obliged to take out any insurance on the Goods for any risks whatsoever. In the event that the Customer requires the assistance of the Company to take out any insurance on the Goods for and on behalf of the Customer, the Company may upon the written request by the Customer and at its sole and absolute discretion, take out insurances on the Goods against such risks as may be notified by the Customer. All insurances on the Goods shall be taken out at the Customer's sole expense and risk, and shall be subject to the usual exceptions and conditions of the policies of the relevant insurance company or underwriters. By requesting the Company to take out any insurances, the Customer authorises the Company to make all arrangements with the insurer at the Company's sole discretion, including arrangements regarding the conditions of insurance and settlement of claims in respect of any damage.
- 12.2 The insured value of the Goods shall be the value stated in writing by the Customer or the Company's estimate of the current value of the Goods. The risks required to be covered shall be clearly stated in writing by the Customer to the Company. A mere statement by the Customer of the value of the Goods is not sufficient and the Company shall not be obliged to take out any insurance on the Goods where it is not sufficiently informed of the risks to be covered.
- 12.3 The Company shall not be under any obligation to effect a separate insurance on each consignment but may declare any open or general policy to be applicable to such consignment.
- 12.4 In the event that any insurer disputes its liability under any insurance relating to the Goods for any reason, the Company shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the Company may have charged the Customer any arrangement fees in taking out such insurances on behalf of and/or at the request of the Customer.
- 12.5 In the event that the Company arranges insurance on the Goods in its own name, it shall, if so requested by the Customer, transfer or assign its rights to claim under such insurance to the Customer.
- 12.6 The Company shall not be responsible whatsoever as regards the choice of the insurer and/or its ability to pay under the insurances.
- 12.7 Where the Company utilises derricks and/or any other such equipment for carrying out the instructions given by the Customer, it shall be entitled to arrange insurance at the Customer's sole expense to cover the Company's risks arising from the use of such equipment.

13. Liability of the Parties

- 13.1 All operations and activities relating to the Goods carried out by the Company in the provision of the Services shall be at the Customer's sole expense and risk.
- 13.2 The Customer shall be liable for all losses, damage and expenses suffered or incurred by the Company as a result of any action or inaction on the part of the Customer, its employees, agents and/or contractors or which may in any way be caused by the Goods entrusted by the Customer to the Company. The Customer shall indemnify and hold the Company harmless from and against all claims, suits, liability, and expense on account of injury to or death of persons or damage

to property caused by or resulting from the Goods and/or the action or inaction on the part of the Customer, its employees, agents and/or contractors. Without prejudice to the foregoing, the Customer shall indemnify the Company of all court charges, stamp fees, legal costs (on a full indemnity basis, including legal fees) and disbursements incurred by the Company in respect of any legal proceedings or intended legal proceedings instituted by or against the Company in relation to any claims, suits or liability as aforementioned.

- 13.3 The Company shall not be liable to the Customer in respect of any damage to the Goods unless such damage is proven to have been caused by the deliberate intent on the part of any employee of the Company.
- 13.4 The Company shall not be liable for any loss of the Goods or any part thereof, for any non-delivery or misdelivery of the Goods or any part thereof unless such loss, non-delivery or misdelivery is proven to have occurred whilst such Goods or part thereof were in the actual custody of the Company and under its actual control and that such loss, non-delivery or misdelivery was due to deliberate intent on the part of any employee of the Company.
- 13.5 The Company shall not be liable for the non-compliance with any instructions given to it unless it is proven that the same was due to deliberate intent on the part of any employee of the Company.
- 13.6 Without prejudice to the generality of the other provisions in the Forwarding Conditions, the Company shall not be liable for:
 - (a) any errors in the particulars relating to the freight, duties and any other costs and expenses relating to the Goods which are stated to be payable and which are notified to the Company by third parties;
 - (b) any errors in the amount of freight, duties and any other costs and expenses which are charged to the Customer. In this regard, any demand for payment of the shortfall of any such freight, duties and any other costs and expenses shall be charged to and be payable by the Customer;
 - (c) any consequences arising from the refusal by any carrier to sign for the number of pieces or items, weight, or any other particulars relating to the Goods;
 - (d) any error in the particulars of the Goods as stated in any warrants, receipts, delivery orders, confirmations, release instructions or any other similar documents notwithstanding that such error is due to the want of care or negligence on the part of the Customer's employees;
 - (e) any loss, damage or expense whatsoever suffered or incurred by the Customer as a result of or in any way due to any difference between the time in Singapore or other applicable domicile and in any other parts of the world where the Customer is located. For the avoidance of doubt, the Company shall not be obliged to provide or perform any Services outside the Working Hours.
- 13.7 Where the Company carries out the transportation of the Goods, its obligations shall be governed by the Forwarding Conditions and not by any other agreements, enactments, legislations, rules or regulations whatsoever as may be applicable to a

carrier.

- 13.8 Save as herein provided, the Company shall not be liable for any matters whatsoever and however arising, whether in respect of or in connection with the Goods, the Services, any instructions, business, advice, information or otherwise. Advice and information, in whatever form it may be given, are provided by the Company for the Customer only and the Customer shall defend, indemnify and hold harmless the Company for all liability, loss, damage, costs and expenses arising out of any other person relying on such advice or information.
- 13.9 Further and without prejudice to the generality of the foregoing, the Company shall not in any event be liable for any consequential loss or loss of market or earnings whatsoever.

14. Limitation of Liability and Time Bar

- 14.1 The Company shall in no event be liable for more than the actual value of the Goods (as evidenced by the relevant invoice(s) relating to the Goods) or the amount equivalent to S\$5,000.00 or equivalent applicable local currency per metric ton of the nett weight of the Goods, whichever is lower, provided always that the Company shall not be liable for more than S\$100,000.00 or equivalent applicable local currency in respect of any claim, regardless of how the liability of the Company arises.
- 14.2 The Company may, by a written agreement with the Customer, accept liability in excess of the limits set out in Clause 14.1 above provided that the Customer agrees to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.
- 14.3 The Company shall be discharged from all liability whatsoever to the Customer unless:
- (a) in respect of any damage to the Goods or any part thereof, a notice in writing by the Customer is received by the Company within seven (7) days after the Customer takes delivery of the Goods;
 - (b) in respect of any loss or non-delivery of the Goods or any part thereof, a notice in writing by the Customer is received within fourteen (14) days of the date when the Goods or such part thereof should have been delivered.
- 14.4 Notwithstanding the provisions of Clause 14.3 above, the Company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the Customer, or which the Company has undertaken to provide, unless suit is brought and written notice thereof given to the Company within twelve (12) months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.
- 11.5 The defenses and limits for liability under these Forwarding Conditions shall apply in any action against the Company whether such action be founded in contract or tort.

15. Declaration

- 15.1 The Company shall be under no obligation whatsoever to make any declaration which may be required under any statute, convention or contract as to the nature or value of the Goods or as to any special requirements relating to the delivery of the Goods unless expressly instructed by the Customer in writing.

16. Force Majeure

- 16.1 The Company shall not be liable for any loss, damage to or destruction of the Goods, or for any delay in the performance or non-performance of any of the terms herein when any of the foregoing is due in whole or in part to any cause not within the control of the Company, whether now or hereafter existing, including without limitation, the following:

- (a) war, terrorism, threat of war, official action, quarantine, civil disturbance, sabotage, strike, lock-out, interference with communications, lack of transport, labour and/or storage accommodation;
- (b) storm, fog, lightning, fire, flood, high and low tide, frost, freezing, ice, heat, acts of god;
- (c) subsidence and/or collapse of the ground and/or any storage facility, water leakage or seepage, dampness, odour, stench, worms and rodents, damage through rats, mice, insects and other creatures;
- (d) the natural properties of the Goods, inherent changes in quality, spontaneous deterioration, self-generated heat, combustion, explosion, drying, mould, yeasts, leaks, rot and mildew, rust and sweating;
- (e) breakage of glass, wickered bottles and flasks, cast-iron and other brittle articles, inadequate packing;
- (f) all other causes which the Company could not reasonably prevent.

- 16.2 In the event of force majeure, the Agreement shall remain in force. The Company's obligations shall, however, be suspended for so long as the force majeure event subsists.

- 16.3 All additional costs which may be incurred as a result of a force majeure event, including but not limited to carriage and storage charges, warehouse or yard rentals, demurrage for vessels or trucks, insurance premium, charges in respect of delivery from warehouses, bonded or otherwise, shall be borne by the Customer and shall form part of the debt due and owing to the Company by the Customer mentioned in Clause 11 hereof on which interest shall be chargeable.

17. Sale or Disposal of Goods

- 17.1 Any Goods which are perishable which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to the Customer and payment or tender of the net proceeds of any sale of such perishable Goods after deduction of any charges and expenses due to the Company shall be equivalent to delivery of such perishable Goods. All charges

and expenses arising in connection with the storage, sale or disposal of such perishable Goods shall be borne by the Customer.

- 17.2 The Company shall be entitled to sell or dispose of all non-perishable Goods which in the opinion of the Company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Customer or the consignee of the Goods or for any other reason, upon giving 14 days' notice in writing to the Customer. For the avoidance of doubt, the aforesaid 14 days notice in writing shall not apply in respect of perishable Goods and the Company shall be entitled to exercise such rights of sale at any time at the Company's sole and absolute discretion. All charges and expenses arising in connection with the storage, sale or disposal of the Goods shall be borne by the Customer.

18. Hazardous and other Goods

- 18.1 Except under special arrangements previously made in writing, the Company will not accept or handle any noxious, dangerous, hazardous or inflammable or explosive goods or any goods which, in the opinion of the Company, is likely to cause damage to any person or property whatsoever. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle any such goods otherwise than under special arrangements previously made in writing between the parties, the Customer shall be liable for all losses, damage or expenses whatsoever caused, suffered or incurred by the Company or any losses or damage caused to or in connection with the goods however arising. The Customer shall indemnify the Company from and against all penalties, claims, damages, costs (including all legal costs on a full indemnity basis) and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the Customer's sole risk and expense and at the sole and absolute discretion of the Company or any other person in whose custody the goods may be at the relevant time. If such goods are accepted under any arrangement previously made in writing, they may nevertheless be destroyed or dealt with in any manner at the sole and absolute discretion of the Company on account of risk to other goods, property, life or health. The expression "goods likely to cause damage" includes goods which are likely to harbour or encourage vermin or other pests.

- 18.2 Except under special arrangements previously made in writing between the parties, the Company will not accept or handle any bullion, corns, precious stones, jewellery, valuable, antiques, pictures, livestock or plants. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle any such goods otherwise than under special arrangements previously made in writing between the parties, the Company shall be under no liability whatsoever for or in connection with the goods.

19. Lien and Right of Retention of Goods, Documents, etc.

- 19.1 The Company shall be entitled to retain the Goods, any document relating to the Goods and moneys which the Company may hold on behalf of the Customer at the Customer's sole expense and risk until the Price and all other charges, costs and expenses which are due and payable to the Company has been paid to the Company or, if the Goods are to be forwarded on to other parties, to collect the sum due on the subsequent delivery or draw a bill therefore with the shipping documents annexed.

- 19.2 All such Goods, documents and/or moneys shall be held by the Company subject to a general lien and right of retention for money due to the Company whether in respect of the Price or for other expenses, charges or costs payable to the company by the Customer and/or the owner of the Goods. The lien and right of retention shall also extend to any insurance claims collected on behalf of the Customer by the Company, and as far as necessary, the right shall be deemed to have been transferred to the Company for further security.
- 19.3 In the event that the Customer fails to make payment of the Price or any other moneys whatsoever due to the Company within fourteen (14) days after notice has been given to the Customer to make payment, the Company shall be entitled to utilise such moneys held by the Company and/or sell the Goods by auction, private sale or otherwise at the Company's sole and absolute discretion and at the expense of the Customer and the net proceeds (after deduction of sale expenses, storage charges, etc.) may be applied by the Company in or towards satisfaction of such indebtedness by the Customer to the Company. Provided that in the case of perishable goods, the Company need not await the expiry of the aforesaid fourteen (14) days and may exercise such rights of sale earlier at the Company's sole and absolute discretion. Any balance of the proceeds from the sale of the Goods and/or any balance of the moneys held by the Company after the proceeds of sale and/or the moneys have been applied in or towards the satisfaction of such indebtedness by the Customer to the Company shall be paid to the Customer.

20. Indemnity

- 20.1 In addition to and without prejudice to the foregoing provisions of the Forwarding Conditions, the Customer undertakes to indemnify the Company from and against all liabilities whatsoever suffered or incurred by the Company arising directly or indirectly from or in connection with the Customer's instructions or their implementation or the Goods, and in particular, the Customer shall indemnify the Company from and against any liability whatsoever towards any servant, agent or subcontractor or any haulier, carrier, warehousemen, or other person or party whomsoever who may at any time be involved with the Goods.
- 20.2 The Customer shall defend, indemnify and hold harmless the Company in respect of any general average or any claims of a general average nature which may be made on the Company and the Customer shall provide such security as may be required by the Company in this connection.

21. Governing Law and Jurisdiction

- 21.1 The Agreement shall be governed by and shall be construed in accordance with the laws of Singapore, unless otherwise provided in the Agreement or required compulsorily in applicable national law.
- 21.2 Unless otherwise provided in the Agreement, the Customer agrees that any legal action or proceedings arising out of or in connection with the Agreement may be brought in the Courts of Singapore and the Customer irrevocably agrees to:
- (a) submit to the exclusive jurisdiction of the Courts of Singapore;
 - (b) consent to service of process by registered mail or in any other manner permitted by relevant law; and

(c) be bound by any judgment delivered by the courts of such jurisdictions where the Company may take proceedings in.

21.3 Without prejudice to the generality of the Clause 21.2, shall any applicable national law stipulate otherwise, causing the jurisdiction of Courts of Singapore inapplicable or unenforceable, the Customer agrees that any legal action or proceedings arising out of or in connection with the Agreement shall be brought in the Court where the Company is domiciled.

WAREHOUSING CONDITIONS

1. Applicability of The Warehousing Conditions

Chapter I of the Warehousing Conditions (hereinafter referred to as the “Warehousing Conditions”) shall apply to and be deemed to be incorporated into the Agreement (hereinafter defined) between CWT Commodities Pte Ltd or its associates or affiliates, which includes but is not limited to those listed in Attachment 1 of this Forwarding / Warehousing Conditions (hereinafter referred to as “the Company”), and its Customers (hereinafter referred as “the Customer” or collectively as “Customers”). Chapter II of the Warehousing Conditions shall apply to and be deemed to be incorporated into the agreement between CWT Commodities (Metals) Pte Ltd, CWT Commodities (USA) LLC or CWT Commodities (Rotterdam) BV as the Company and the LME Warrant Holder; provided that the LME Warrant shall state that the Warehousing Conditions are applicable. Neither the Customer nor the LME Warrant Holder can refer to any enactment, legislation, rules or regulation whatsoever in so far as they are at variance with the Warehousing Conditions save in accordance with the provisions herein.

2. Definitions and Interpretation

2.1 In the Warehousing Conditions, the following words and expressions shall have the meanings respectively assigned to them unless there is something in the subject or context inconsistent with such constructions:-

“Agreement” shall mean any agreement, whether express, implied, written or oral, by which the Company offers and the Customer accepts the provision of the Services, and shall include without limitation any written contract and correspondence by fax and/or email between the Company and the Customer;

“Court” shall mean any court of competent jurisdiction in Singapore;

“Customer” shall mean a person with whom the Company has agreed to store or deliver the Goods or to arrange storage or delivery of Goods, or for whom the Company holds in custody the Goods, for which no warrant or Warehouse Receipt is in circulation and also includes a person to whom the Company has issued or with whom the Company has agreed to issue a Warehouse Receipt, delivery order and/or release instructions for similar purposes in respect of such Goods;

“Goods” shall mean the Goods to which the Warehouse Receipt or the LME Warrant (as the case may be) refers;

“LME Warrant” shall mean a transferable numbered, stamped and signed receipt, described in its heading as a London Metal Exchange warrant and on which it is certified that the holder is entitled to receive a specific quantity of goods of a specific kind and which is and shall be construed to be a document of title;

“LME Warrant Holder” shall mean a person who makes himself known as the holder of a LME Warrant to the Company by producing the LME Warrant;

“Person” & “party” include any company or association or body of persons, corporate or unincorporated;

“Price” shall mean the price which shall be chargeable by the Company to the Customer for the provision of the Services;

“Services” shall mean all services relating to the receipt, storage and release of the Goods and arrangement related thereto provided or to be provided by the Company;

“Warehouse Receipt” shall mean a warehouse receipt issued or to be issued by the Company upon receipt of the Goods, and which is not and shall not be construed to be a document of title;

“Working Hours” shall mean 0830hrs to 1730hrs Singapore or other applicable local time on Mondays to Fridays, except those days designated as holidays;

“Last LME warrant holder known to the Company”/ “Last known LME warrant holder” shall mean a person to whom the LME Warrant has been issued or such person who at the most recent date makes a written request to the Company to be regarded as the LME warrant holder provided, that the Company shall be entitled, but not obliged, to regard any other person as such if it has reason to assume that such other person is the last LME warrant holder.

2.2. Words in the singular include the plural and words in the plural include the singular.

CHAPTER I

1. Incorporation of the Chapter I of the Warehousing Conditions

- 1.1 Chapter I of the Warehousing Conditions herein shall apply to the Agreement and shall be deemed to be incorporated in and form part of the Agreement. The Customer shall be deemed to have received Chapter I of the Warehousing Conditions so long as the Company is able to provide evidence that Chapter I of the Warehousing Conditions have been sent or delivered to the Customer by ordinary dispatch, telex, ordinary or prepaid post or fax or that the Conditions have been drawn attention to or made reference to and/or otherwise made available to the Customer,, regardless of whether the Customer expressly acknowledges receipt of Chapter I of the Warehousing Conditions.
- 1.2 Standard terms and conditions (howsoever called) or forms used by the Customer shall not be applicable to or be deemed incorporated into the Agreement unless the terms and conditions or forms have been accepted in writing by the Company.
- 1.3 Any variation to Chapter I of the Warehousing Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed to in writing by the Company.
- 1.4 If any legislation is compulsorily applicable to any business or Services undertaken by the Company, Chapter I of the Warehousing Conditions shall, as regards such business or Services, be read as subject to such legislation and nothing in Chapter I of the Warehousing Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of Chapter I of the Warehousing Conditions shall to any extent be repugnant to such legislation, such part of Chapter I of the Warehousing Conditions shall as regards such business or Services be void to that extent but no further.

2. Owner of Goods, Title and Claims to Goods

- 2.1 The Customer expressly warrants that they are either the owners or the authorised agents of the owners of the Goods to which the transaction relates and in any event shall indemnify the Company from and against any and all claims by any party that the title to the Goods is paramount to that of the Customer. All rights of ownership and title over the Goods shall be established and verified by the Customer, or between Customer and its client or other third party, and it is acknowledged and understood that Company has no responsibility or liability with respect to any conflicting claims arising out of a dispute contesting rights of ownership or title to the Goods. The Customer further warrants that they are authorised to accept and are accepting Chapter I of the Warehousing Conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the Goods.
- 2.2 Transfer of title to the Goods or part thereof by the Customer to a third party shall not be recognized by the Company unless all moneys owing by the Customer to the Company and all claims which the Company may have against the Customer shall have been paid and/or settled. Any transfer of title to the Goods or part thereof shall be binding on the Company only if it has recognized in writing to the third party to whom transfer of title is being made and a new agreement has been made between the Company and such third party, at which point, the Agreement

with the original Customer in respect of the Goods or part thereof which is transferred shall be deemed to be terminated.

2.3 The Warehouse Receipt is not and shall not be construed to be a document of title. Subject to Clause 2.4 below, the Company will not recognize any other party as a party entitled to the Goods by reason only of any transfer and/or endorsement of or on a Warehouse Receipt relating to such Goods.

2.4 The Customer may not transfer, assign or otherwise dispose the Warehouse Receipt and any right or obligation in connection therewith without the prior written consent of the Company, Provided always that a Warehouse Receipt which has been issued to the order of the bearer may be transferred, assigned or otherwise disposed without the prior written consent of the Company.

3. Instructions, Tenders, etc.

3.1 All agreements, tenders, instructions relating to the Services shall be recorded in writing. Verbal or telephonic communications shall be binding on the Company only if such communication is immediately followed by a written confirmation. Only the Company may plead the absence of a written confirmation.

3.2 All tendering of the Goods and instructions regarding storage, custody and handling of the Goods and arrangement related thereto must be accompanied by a statement of the description, value, number of packages and gross weight of the Goods and all other particulars which if the Company had been aware of, the Company would not or might not have entered into the Agreement or would or might have entered into the Agreement on different terms and conditions. The Customer shall separately state the weight of any package which exceeds 1000 kilogrammes.

4. Sub-Contracting

4.1 The Company shall be entitled to sub-contract on any terms the provision of the whole or any part of the Services.

4.2 Where the storage or other Services in respect of the Goods shall be sub-contracted to third parties by the Company and a range of rates is available from different third parties for the provision of a certain Service (whether due to the varying degree of the liability assumed by such third parties or otherwise), such storage or other Services shall be sub-contracted to the third party which offers the lowest rate available and the Customer shall bear all risk relating thereto.

5. Methods and Procedure

5.1 Subject to express written instructions by the Customer, the Company shall be entitled at its sole and absolute discretion to decide on the means and procedure to be followed in the handling, storage and custody of the Goods. Notwithstanding the foregoing, the Company shall be at liberty to depart from the Customer's instructions if, in the opinion of the Company, it is at any stage necessary or desirable in the Customer's interest to do so.

6. Accuracy of Description of the Goods and Quality of the Goods

- 6.1 The Customer warrants and is bound by the accuracy of all descriptions, particulars and/or information furnished to the Company in respect of the Goods. The Customer shall be liable to the Company and/or any third parties for any injury, loss or damage arising from the incorrect and/or misleading and/or incomplete description, particulars, indication or information in respect of the Goods including but not limited to inaccuracies or omissions in the leading marks, numbers, quantity, weight, gauge, measurement, contents, nature, quality or value of the Goods as well as for any damage arising from defects in the Goods and/or packing, which have not been notified to the Company before the Agreement is entered into. The Customer shall indemnify the Company from and against all third-party claims in respect of any damage as aforesaid and the Customer shall bear all the Company's court charges and stamp fees and all legal costs (on a full indemnity basis, including legal fees) and disbursements incurred by the Company in respect of all legal proceedings or intended legal proceedings effected by or against the Company in relation to such damage as aforementioned.
- 6.2 The description and/or specification and/or particulars of the Goods and/or in respect of the packages as stated on the face of any Warehouse Receipt, delivery order and/or release instructions shall be treated as the description, specifications and/or particulars provided by the Customer. The Company does not, by the issuance of any such document, agree that such description, specification and/or particulars are correct or accurate, or admit the existence, good order and condition of the Goods described therein, or of the contents of any package or other shipping unit, except as may be otherwise provided by applicable statute, or specifically admitted in writing by the Company. The Company shall be entitled to rely on such particulars as to the contents, measurements, nature, quality, weight, number, serial numbers, marks, value in respect of the Goods being unknown to it, even if the Goods should have been counted, weighed or measured in the presence of any of the Company's agents or servants and even if such agents or servants could have known the contents, weight, measurement, nature, quality or other particulars of the Goods.
- 6.3 The Company shall not act as an expert in relation to the nature or quality of the Goods and shall not be required or be obliged to provide any notification to any party whatsoever in relation to the state, nature or quality of the Goods.

7. Termination

- 7.1 Subject to the provisions of Chapter I of the Warehousing Conditions, the Agreement shall be terminated only with the consent of both parties. In the event that the Customer terminates the Agreement unilaterally, the Company shall be entitled to a reasonable compensation for the loss it suffers as a result of the termination of the Agreement.

8. Weighing / Measuring of the Goods

- 8.1 The Company shall not be obliged to weigh or measure the Goods in storage if no instructions to carry out weighing or measurement of the Goods are given. Notwithstanding the foregoing, the Company shall be at liberty to effect weighing and/or measurement of the Goods in order to ascertain whether the weight and/or measurement of the Goods comply with the specifications of the Goods received from the Customer. In the event that the weight and/or measurement of the Goods determined by the Company differ from those specified by the Customer, the cost

of carrying out the weighing and/or measurement of the Goods by the Company shall be borne by the Customer.

- 8.2 Without prejudice to the provisions of Clause 13, the Company shall be liable for any loss and/or damage to the Goods which may arise from the weighing and/or measurements of the Goods only if such weighing or measurements have been carried out by the Company on the Customer's instructions.
- 8.3 Packages may be opened for examination of the contents thereof at the Customer's request only, but the Company shall at all times be entitled, but not obliged, to do so if it suspects that the contents have been wrongly described by the Customer. Should the examination reveal that the contents differ from those described, the cost of the examination shall be borne by the Customer.

9. Delivery of the Goods to Company

- 9.1 Delivery to and receipt by the Company of the Goods shall be effected by the Customer handing over the Goods to the Company and the Company taking over the Goods at the place of storage.
- 9.2 Unless otherwise stated, the Goods shall be in good condition, and if packed, be properly packed when delivered to the Company. If the Goods appear to be in a damaged or defective condition upon delivery to the Company, the Company shall be entitled but not obliged to take such steps as may be necessary to protect the Customer's interest against the carrier or any other party at the Customer's sole risk and expense. The Customer shall not be entitled to question the manner in which the Company has carried out such steps as aforesaid to protect the Customer's interest. The Company shall immediately notify the Customer of any action taken, but failure to notify the Customer shall not give the latter any right of claim against the Company.

10. Commencement of Services and Speed of carrying out the Services

- 10.1 Unless otherwise agreed upon or unless prevented by special circumstances, the Company shall commence executing accepted orders for storage or delivery of the Goods, if possible, not later than the working day following the day on which it has accepted the order or on which it has received the necessary documents (including but not limited to bills of lading, delivery orders, official documents), whichever is later. If the necessary orders are accepted and/or the necessary documents are received after 1500 hours Singapore or applicable local time, the next working day shall count as the day of acceptance of such orders and/or receipt of such documents.
- 10.2 The Company shall determine the rate of speed at which orders for storage or delivery of Goods will be executed. The Company shall as much as possible pay regard to the instructions of the Customer in this respect, but shall not be liable for any expenses, loss or damage incurred or suffered for and on behalf of or by the Customer should the rate of speed at which the order is executed be slower than that required by the Customer.

11. Times for Delivery and Collections of the Goods

- 11.1 Goods shall be delivered to and collected from the place of storage during the Working Hours and the Company shall not be obliged to provide or perform any Services outside the Working Hours. If the Customer requires any Services to be executed outside the Working Hours, the Company shall be at liberty to decide

whether to do so or not. The Customer shall bear any extra charges which may be incurred as may be notified by the Company for any Services provided outside the Working Hours.

- 11.2 In the event that the Customer instructs the Company that Goods for storage in a certain quantity will be delivered to the Company at a certain time, or that Goods for re-delivery in a certain quantity will be collected at a certain time and the Company arranges for labour and equipment to carry out such instructions of the Customer, the Customer shall make good all costs and expenses incurred by the Company if the Customer fails to deliver or collect the Goods or any part thereof or fails to deliver or collect the Goods or part thereof at the time stipulated by the Customer.

12. Place of Storage of the Goods

- 12.1 Unless otherwise agreed upon in writing, the Company shall be at liberty to decide where the Goods shall be stored. The Company shall at any time be entitled to transfer the Goods to another storage place. The cost of any transfer and the risk of such transfer shall be borne by the Company, unless the transfer has been effected in the interest of the Goods, or by reason of circumstances beyond the Company's control, whereby such transfer shall be effected at the sole and absolute discretion of the Company and at the sole risk and expenses of the Customer. The Company shall notify the Customer of any transfer of the Goods to any other storage place, but failure to notify the Customer shall not give the latter any right of claim against the Company.

13. Liability for Loss of or Damage to the Goods

- 13.1 The Company shall not be liable for any loss, damage and/or deterioration of the Goods unless such loss, damage or deterioration is proven to have been caused by the deliberate intent on the part of any employee of the Company. In any event, the Company shall not be liable for any loss, damage and/or deterioration of the Goods in the following cases:-

- (i) any damage and/or loss through theft or burglary;
- (ii) any loss, damage and/or deterioration of any Goods which have been stored in the open, or which can only be stored in the open, or which the Company customarily stores in the open;
- (iii) any loss, damage and/or deterioration occurring while the Goods are in the custody of the Company or occurring before receipt by the Company of the Goods and due to the following causes, regardless of their origin: -

the natural quality of the Goods, changes in quality or character, inherent vice, decay, drying out, powdering, heat, heating, melting, staining, sweating, fermenting, freezing, rusting, mildew, mould, dampness, dust, oil, discolouration, evaporation, smells or stains from or contact with other goods or fuel, putrefaction, water of any kind, rain or spray, effects of climate, drainage, leakage, wastage, loss of weight, breakage, splitting, bending, chaffing, shrinkage, hook holes, rats, mice, insects and other vermin, explosion of any of the Goods whether received with or without disclosure of its nature, insufficiency, soiling, injury to, distortion, pressing or bursting of packages, adherence or coverings, failure to protect the

Goods or inaccuracy, obliteration or errors in or insufficiency or absence of marks, numbers, address or description of the Goods;

- (iv) any loss, damage or deterioration of the Goods caused directly or indirectly by existing or threatened war, declared, or undeclared, hostilities, warlike operations, civil war or civil commotion, revolution or the operations of international law, governmental decree, requisitioning, legislation or expropriation, confiscation orders, court orders, injunctions or third party claims, strikes, lockout, sabotage or power breakdown;
- (v) any damage, loss or deterioration of the Goods caused directly or indirectly by fire, smoke, explosion, water used for extinguishing fires, burst water piping, flood, tempest, earthquake or any other extraneous calamity or Acts of God.

14. Limitation of liability

14.1 Notwithstanding anything to the contrary contained in the Warehouse Receipt, delivery order and/or release instructions for similar purposes, the liability of the Company in respect of any loss, damage and/or deterioration of the Goods for any one consignment shall in any case be limited as follows:-

- (i) Where the loss, damage and/or deterioration, however sustained, is in respect of the whole of the consignment, to the actual value of the consignment or the amount equivalent to S\$ 5,000.00 or equivalent applicable local currency per metric ton of the nett weight of the consignment, whichever is lower; or
- (ii) Where the loss, damage and/or deterioration, however sustained, is in respect of part of the consignment; to the proportion which the actual value of such part or the consignment bears to the actual value of the whole consignment as calculated under sub-clause (i) above,

Provided always that the Company shall not be liable for more than S\$100,000.00 or equivalent applicable local currency in respect of any claim.

14.2 The Company may, by a written agreement with the Customer, accept liability in excess of the limits set out in Clause 14.1 above provided that the Customer agrees to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.

14.3 The Company shall only be liable for direct damage caused to the Goods themselves and shall not be liable for any consequential loss, loss of profit or any indirect losses whatsoever sustained by the Customer. In particular, the Company shall not be liable for any loss caused to the Customer by the depreciation in value of any part of the Goods which are undamaged notwithstanding that such depreciation in value is caused by the loss, damage or deterioration of other part(s) of the Goods.

14.4 The defenses and limits for liability under these Warehousing Conditions shall apply in any action against the Company whether such action be founded in contract or tort.

15. Admittance to place of storage

- 15.1 The Company shall be obliged to admit the Customer and/or any persons authorised by the Customer to the place of storage of the Goods, subject to the compliance by the Customer or by such person(s) authorised by the Customer with all formalities prescribed by the relevant authorities.
- 15.2 The following conditions shall be applicable to persons granted admittance to the place of storage by the Company:-
- (i) all persons visiting the place of storage including the personnel of vessels and vehicles reporting to the warehouse, shall observe the Company's regulations;
 - (ii) admittance shall be granted only during the Working Hours and with the attendance of the Company's employees;
 - (iii) the cost of attendance during the visit shall be paid to the Company by the Customer;
 - (iv) the Customer shall be liable for any damage caused directly or indirectly by any persons who are granted admittance to the place of storage including but not limited to any damage caused to the place of storage, the Goods and/or other goods stored at the place of storage.

16. Services

- 16.1 The Company shall carry out such Services in respect of the Goods as may be required by the Customer such as sampling, handling, servicing, packing, re-packing, bundling, re-bundling, piling, re-piling, lotting, weighing, etc., as well as re-delivery of the Goods at the Price and arranging of the aforementioned as agreed to and based on Chapter I of the Warehousing Conditions. Any other work which the Company does not wish to undertake may, after the prior approval of the Company, be executed by or on behalf of the Customer, subject to any conditions which may be laid down by the Company, under the supervision of the Company and against payment of the applicable charges. The Company shall not be liable for any loss, damage or expenses incurred or suffered by the Customer in carrying out such work.
- 16.2 Notwithstanding any other provisions of Chapter I of the Warehousing Conditions, the Company shall be entitled, without providing any reasons whatsoever, to refuse to accept any instructions which may be given by the Customer in relation to the provision of the Services.

17. Hazardous and other Goods

- 17.1 The Customer shall notify the Company in writing before delivery to the Company of any Goods of an explosive, flammable, corrosive, noxious or dangerous nature or any Goods which are likely to cause damage or be detrimental to the warehouse or to other goods stored in the warehouse, or which are classified as dangerous or hazardous goods by any laws or regulations. The packages containing such Goods shall be clearly and indelibly marked to show the hazardous nature of their contents and the Customer shall indemnify the Company from and against any and all fines, penalties, expenses, loss or damages suffered or incurred by the Company by reason of the Customer's failure to so declare and mark the nature of such

Goods. The attention of the Customer is directed to the laws and regulations imposing criminal or civil penalties for failure to properly declare, mark and package such Goods. Should any Customer nevertheless deliver any such Goods to the Company or cause the Company to handle or deal with any such Goods otherwise than under special arrangements previously made in writing, the Customer shall be liable for all expenses, loss or damage whatsoever caused by or to or in connection with the Goods however arising and the Customer shall indemnify the Company from and against all penalties, claims, damages, costs (including all legal costs on a full indemnity basis) and expenses whatsoever arising in connection therewith, and the Goods may be destroyed or otherwise dealt with at the Customer's risk and expense at the sole discretion of the Company or any other person in whose custody they may be at the relevant time if it is feared that failure to take such action might cause loss and/or damage to the Goods themselves, to other goods, to the warehouse or equipment or may cause harm or injury to any person. If such Goods are accepted under arrangement previously made in writing between the parties, they may nevertheless be destroyed or otherwise dealt with on account of risk to other goods, property, life or health. The expression "goods likely to cause damage" includes goods likely to harbour or encourage vermin or other pests. The Company shall immediately notify the Customer of the measures taken, but failure to notify the Customer shall not give the latter any right of claim against the Company. Without prejudice to the provisions of the preceding paragraph, the Customer shall indemnify the Company from and against any claims of third parties on account of damage caused by the Customer's goods to goods of third parties.

17.2 The Company shall not be liable to answer for or make good any loss or damage to the Goods occurring at any time by reason or by means of fire unless such fire shall have been caused by deliberate intent on the part of any employee of the Company.

18. Insurances

18.1 The Company shall not be obliged to take out any insurance on the Goods for any risk whatsoever. In the event that the Customer requires the assistance of the Company to take out any insurance on the Goods for and on behalf of the Customer, the Company may, upon the written request by the Customer and at its sole and absolute discretion, take out insurances on the Goods against such risks as may be notified by the Customer. All insurances on the Goods shall be taken out at the Customer's expense and risk and all insurances shall be subject to the usual exceptions and conditions of the policies of the relevant insurance company or underwriter. By requesting the Company to effect insurance, the Customer authorises the Company to make all arrangements with the insurer at the Company's sole discretion, including arrangements regarding the conditions of insurance and settlement of claims in respect of any damage. The insured value shall be the value stated in writing by the Customer or the Company's estimate of the current value of the Goods. The risks required to be covered shall be clearly stated in writing by the Customer to the Company. A mere statement by the Customer of the value is not sufficient and the Company shall not be obliged to take out any insurance on the Goods where it is not sufficiently informed of the risks to be covered.

18.2 When acting as authorised agent by virtue of Clause 18.1 hereof, the Company shall be entitled to collect the amount of any claims paid out by any insurer. The Company shall be entitled to deduct any amounts that are due and payable by the Customer to the Company from any amounts received by the insurer before paying

the balance to the Customer.

- 18.3 The Company shall not be liable for any loss arising from the failure or refusal by any insurer to pay in full or in part any amounts under any insurance as a result of any circumstance for which the Company cannot be held liable regardless of the manner in which the insurance was effected by the Company and notwithstanding that the Company may have charged the Customer any arrangement fees in taking out such insurances on behalf and/or at the request of the Customer.

19. Damage or Destruction of the Goods

- 19.1 If in the event of damage to the Goods while the Goods are in the custody of the Company, whether by fire or other causes which are covered by insurance, regardless of whether the insurance was effected through the Company or not, and the assistance of the Company for assessment of the damage is desirable or necessary, such assistance shall be rendered by the Company at its sole and absolute discretion against payment of such costs which may be involved and of such remuneration to be fixed by the Company for its assistance and services. The Company may make such assistance conditional upon payment of all amounts that are due to the Company by the Customer.

- 19.2 In the event that the Goods are destroyed while the Goods are in the custody of the Company whether by fire or otherwise, the date of destruction of the Goods shall count as the date of delivery to the Customer and the Price, including warehouse rent plus any increases therein and any other applicable costs, charged in full months, together with insurance premium and cost (if the goods are insured through the Company), plus any increases therein, shall be calculated up to and including this date and shall be due and payable forthwith by the Customer.

20. Removal of the Goods by the Customer

- 20.1 Upon payment of all sums whatsoever owing to the Company and subject to the provisions of Chapter I of the Warehousing Conditions, the Customer may at any time remove the Goods from the custody of the Company. The Price, including warehouse rent plus any increases therein and any other applicable costs, and, if the Goods have been insured through the Company, the insurance premium and cost plus any increases therein shall always be charged on the basis of full months and part of a month shall count for a full month.

- 20.2 Notwithstanding the aforesaid, the Company shall have the right, at any time, to require the removal of the Goods received for storage prior to the expiration of the storage period as agreed, without having to provide the Customer any period of notice, if in the discretion of the Company there is an urgent reason to do so. An urgent reason shall, inter alia, be deemed to exist if:

- (i) the Customer fails to comply with one or more provisions of Chapter I of the Warehousing Conditions;
- (ii) it appears that owing to the presence of the Goods, loss and/or damage to other goods, to the storage place or to equipment or harm or injury to person(s) is to be feared;
- (iii) if the Goods are perishable or liable to inherent changes which in the Company's opinion would result in a decrease in value of the Goods and

the Customer has failed to provide instructions for the prevention of such events.

- 20.3 The Customer shall remain liable for payment of the Price, including warehouse rent plus any increases therein up to and including the date of the removal of the Goods.

21. Prices, Rates and Payment Terms

- 21.1 The Price including warehouse rent plus increases therein, if any, and all other amounts due and owing to the Company by the Customer on any account whatsoever, including but not limited to insurance premium and cost plus increases therein if any (if the Goods have been insured through the Company), rent, disbursements, remunerations for storage and delivery, outlays and charges for work done or to be done, the cost of any clearance work and the like during or after a fire and all extra-ordinary expenses, extra wages whatsoever shall be payable by the Customer within fourteen (14) days of its receipt of the invoice for such amounts by the Customer or upon demand by the Company.
- 21.2 The Price and all other applicable costs and all verbal or written agreements between the Company and the Customer regarding rates and remunerations for work shall be based on the wages and charges imposed by the relevant authorities (where applicable) on the services rendered by the Company in force at the time the Agreement was concluded. In the event that there is an increase in the said wages and charges imposed by such authorities, the rates and remunerations which have been agreed upon shall be adjusted accordingly and become effective immediately.
- 21.3 Unless otherwise expressly agreed upon, the agreed rates for storage shall be based on the customary method of stacking the Goods. If at the Customer's request, or owing to the condition of the Goods, the customary method is departed from, an increase in the rates shall be effected in proportion to the additional floor space occupied as compared with that for the normal stacking of the Goods.
- 21.4 All payments by the Customer shall be made without any deduction, set-off, counterclaim or rebate whatsoever and shall be deemed in the first place to have been made on account of non-preferential debts, regardless of any instructions which may be given by the Customer to the Company at the time of payment.
- 21.5 In the event that the Customer fails to pay any amounts which are due and payable hereunder or immediately upon notification thereof by the Company, interest shall be payable on such amounts at the rate of 2% per month.
- 21.6 In the event that the Company resorts to any legal proceedings or other means for the recovery of any amounts due and payable by the customer hereunder (the "Indebtedness"), the Customer shall, in addition to the Indebtedness and interest payable under Clause 21.5, be liable to the Company for a further amount equivalent to 10% of the Indebtedness on account of all clerical expenses which may be incurred by the Company in resorting to such proceedings or other means.
- 21.7 The Customer shall indemnify the Company of all the court charges, stamp fees, legal costs (on a full indemnity basis) and disbursements incurred by the Company in respect of any legal proceedings or intended legal proceedings for the recovery of any payments due and owing to the Company.

21.8 The Company may at any time require pre-payment of their expenses and such expenses shall be due and payable by the Customer forthwith.

22. Lien

22.1 All Goods received for storage by the Company shall be held by it subject to a general lien and right of retention for money due to the Company whether in respect of the storage of such Goods or other goods or for other charges or costs payable by the Customer and/or the owner of the Goods, and if the general lien is not satisfied within fourteen (14) days from the day when the expenses become payable, the Goods will be sold by auction or otherwise at the Company's sole discretion and at the expense of the Customer and the proceeds of sale shall be applied to the satisfaction of the lien and expenses. Any balance of the proceeds from the sale of the Goods after the proceeds have been applied in or towards the satisfaction of such lien and expenses shall be paid to the Customer. The lien and right of retention shall also extend to any insurance claims collected on behalf of the Customer by the Company and as far as necessary, the right shall be deemed to have been transferred to the Company for further security. Storage fees shall be charged for the Goods detained under the lien.

23. Sale or Disposal of the Goods

23.1 Without prejudice to the provisions of Clause 22 of Chapter I of the Warehousing Conditions hereof, the Company shall be entitled to sell the Goods:

- (i) if the Customer fails to remove the Goods given to the Company for storage when requested by the Company to do so;
- (ii) if the Customer fails to pay any amount owed by it to the Company, without prejudice to the Company's right to satisfy its lien.

23.2 The Company shall be entitled to sell or dispose of all non-perishable Goods upon giving 14 days' notice in writing to the Customer. The aforesaid 14 days notice in writing shall not apply in respect of perishable Goods and the Company shall be entitled to exercise such rights of sale at any time at the Company's sole and absolute discretion. The sale shall be effected by auction or private contract or otherwise at the sole and absolute discretion of the Company.

23.3 All expenses connected with the sale and any other amounts owed by the Customer to the Company shall be recoverable from the proceeds of sale of the Goods.

24. Time bar

24.1 The Company shall be discharged from all liability in respect of any claims against the Company on account of any loss, damage or decrease in quantity of the Goods or in general, on account of failure by the Company to comply with any of its obligations unless proceedings shall have been commenced in respect of such claims within twelve (12) months of the occurrence of such loss, damage, decrease in quantity or failure by the Company to comply with its obligations. In relation to any loss, damage or decrease in quantity of the Goods in so far as the Company has not notified the Customer of such loss, damage or decrease in quantity, the said period of twelve (12) months shall commence on the day after which the Company notifies the Customer of such loss, damage or decrease in quantity.

25. Governing Law and Jurisdiction

- 25.1 The Agreement shall be governed by and shall be construed in accordance with the laws of Singapore, unless otherwise provided in the Agreement or required compulsorily in applicable national law.
- 25.2 Unless otherwise provided in the Agreement, the Customer agrees that any legal action or proceedings arising out of or in connection with the Agreement may be brought in the Courts of Singapore and the Customer irrevocably agrees to:
- (i) submit to the exclusive jurisdiction of the Courts of Singapore;
 - (ii) consent to service of process by registered mail or in any other manner permitted by relevant law; and
 - (iii) be bound by any judgment delivered by the courts of such jurisdictions where the Company may take proceedings in.
- 25.3 Without prejudice to the generality of the Clause 25.2, shall any applicable national law stipulate otherwise, causing the jurisdiction of Courts of Singapore inapplicable or unenforceable, the Customer agrees that the legal action or proceedings shall be brought in the competent court where the Company is domiciled.

CHAPTER II
APPLICABLE TO LME WARRANT HOLDERS

1. Applicability of Chapter II of the Warehousing Conditions

- 1.1 The provisions of this Chapter II shall apply only to the legal relationship existing between CWT Commodities (Metals) Pte Ltd, CWT Commodities (Rotterdam) BV or CWT Commodities (USA) LLC as the Company and the LME Warrant Holder. The moment the LME Warrant Holder for any reason whatsoever surrenders the LME Warrant to the Company, the provisions of this Chapter II shall cease to apply, without prejudice to the Company's rights to enforce any and all of its rights to which it is entitled by the LME Warrant. From such time onwards, all the provisions of Chapter I hereof shall be applicable.

2. Right to Delivery

- 2.1 The LME Warrant confers on the LME Warrant Holder a right to delivery by the Company of the Goods which the Company has received into custody and against which the LME Warrant has been issued. The Company shall not be liable for any discrepancy between the Goods which have been taken into custody and the description thereof in the LME Warrant.
- 2.2 The right to delivery of the Goods shall not exist as long as the Company shall have a lien and/or a claim on the Goods as a result of the provisions of Chapter II of these Warehousing Conditions or as long as all customs and other formalities prescribed by the authorities as being required for delivery of the Goods have not been complied with.

3. Validity of the LME Warrant

- 3.1 The LME Warrant shall be and remain valid until it is presented to the Company for cancellation.

4. Price and Payments

- 4.1 All amounts due and owing to the Company by the LME Warrant Holder on any account whatsoever, including warehouse rent plus increases therein, if any, rent, disbursements, remunerations for storage and delivery, outlays and charges for work done or to be done, the cost of clearance work and the like during or after a fire, extraordinary expenses, extra wages, etc. shall be due and payable by the LME Warrant Holder within fourteen (14) days of its receipt of the invoice in respect of such amounts issued by the Company.
- 4.2 The Company shall be entitled to demand, deduct or set off the following charges prior to full or part delivery of the Goods to which the LME Warrant gives title:
- (i) the warehouse rent for so many months as the LME Warrant shows to have elapsed and which has not been recorded therein as having been paid prior to delivery of the Goods, calculated on the basis of the amount of rent per day stated to be payable in the LME Warrant, together with increase in rent, if any ;

- (ii) the remuneration for the delivery of the Goods at the applicable rate;
 - (iii) all disbursements made by the Company in respect of customs and/or any other formalities prescribed by the relevant authorities for the Goods mentioned in the LME Warrant on behalf of the LME Warrant holder requiring delivery of the Goods;
 - (iv) all expenses and costs incurred by the Company after the date of the issuance of the LME Warrant and/or all charges incurred by the Company:
 - (a) in order to preserve the Goods to which the LME Warrant refers;
 - (b) in order to eliminate any dangers caused by the Goods to which the LME Warrant refers, to the warehouse and/or to other goods stored therein, to equipment, to persons and/or to the Goods themselves;
 - (c) in relation to any measures taken in respect of the Goods to which the LME Warrant refers, and which are necessitated by circumstances beyond the Company's control;
 - (v) all penalties, claims, damages, costs and expenses whatsoever arising in connection with the Goods to which the LME Warrant refers, including all court charges, stamp fees, legal costs (on a full indemnity basis) and disbursements incurred by the Company in respect of any legal proceedings or any intended legal proceedings effected by or against the Company in relation to such Goods;
 - (vi) all other amounts due and owing to the Company as evidenced by the LME Warrant.
- 4.3 All payments shall be made without any deduction, set-off, rebate or counterclaim whatsoever and shall be deemed in the first place to have been made on account of non-preferential debts, regardless of any instructions which may be given by the LME Warrant Holder to the Company at the time of payment.
- 4.4 In the event that the LME Warrant Holder fails to pay any amounts which are due and payable hereunder or upon notification thereof the Company, interest shall be payable on such amounts at the rate of 2% per month.
- 4.5 In the event that the Company resorts to any legal proceedings or other means for the recovery of any amounts due and payable by the LME Warrant Holder hereunder (the "Indebtedness"), the LME Warrant Holder shall, in addition to the Indebtedness and interest payable under Clause 4.4 above, be liable to the Company for a further amount equivalent to 10% of the Indebtedness on account of all clerical expenses which may be incurred by the Company in resorting to such proceedings or other means.
- 4.6 The LME Warrant Holder shall bear all the court charges, stamp fees, legal costs (on a full indemnity basis) and disbursements incurred by the Company in respect of any legal proceedings or intended legal proceedings for recovery of any payments due and

owing to the Company.

5. Liability for Loss of or Damage to the Goods

5.1 The Company shall not be liable for any loss, damage and/or deterioration of the Goods unless such loss, damage and/or deterioration is proven to have been caused by the deliberate intent on the part of any employee of the Company. In any event, the Company shall not be liable for any loss, damage and/or deterioration of the Goods in the following cases:-

- (i) any damage and/or loss through theft or burglary;
- (ii) any loss, damage and/or deterioration of any Goods which have been stored in the open, or which can only be stored in the open, or which the Company customarily stores in the open;
- (iii) any loss, damage and/or deterioration occurring while the Goods are in the custody of the Company or occurring before receipt by the Company of the Goods and due to the following causes, regardless of their origin:

the natural quality of the Goods, changes in the quality or character, inherent vice, decay, drying out, powdering, heat, heating, melting, staining, sweating, fermenting, freezing, rusting mildew, mould, dampness, dust, oil, discolouration, evaporation, smell or stains from contact with other goods or fuel, putrefaction, water of any kind, rain or spray, effects of climate, drainage, leakage, wastage, loss of weight, breakage, splitting, bending, chaffing, shrinkage, hook holes, rats, mice, insects and other vermin, explosion of any of the Goods whether received with or without disclosure of its nature, insufficiency, soiling, injury to, distortion, pressing or bursting of packages, adherence or coverings, failure to protect the Goods or inaccuracy, obliteration or errors in or insufficiency or absence of marks, numbers, address or description of the Goods;

- (iv) any loss, damage and/or deterioration of the Goods caused directly or indirectly by existing or threatened war declared or undeclared, hostilities, warlike operations, civil war or civil commotion, revolution or the operations of international law, governmental decree, requisitioning, legislation or expropriation, confiscation orders, court orders, injunctions or third party claims, strikes, lockout, sabotage or power breakdown;
- (v) loss, damage and/or deterioration of the Goods caused directly or indirectly by fire, smoke, explosion, water used for extinguishing fires, burst water piping, flood, tempest, earthquake or any other extraneous calamity or Acts of God.

6. Limitation of Liability

6.1 Notwithstanding anything to the contrary contained in the LME Warrant, the liability of the Company in respect of any loss, damage and/or deterioration of the Goods for any one consignment shall in any case be limited as follows:

- (i) Where the loss, damage and/or deterioration, however sustained, is in respect

of the whole of the consignment, to the actual value of the consignment or the amount equivalent S\$5,000.00 per metric ton on the nett weight of the consignment; or

- (ii) Where loss, damage and/or deterioration, however sustained, is in respect of part of the consignment; to the proportion which the actual value of that part of the consignment bears to the actual value of the whole consignment as calculated under sub-clause (i) above.

Provided always that the Company shall not be liable for more than S\$100,000.00 in respect of any claim.

- 6.2 The Company may, by a written agreement with the Customer, accept liability in excess of the limits set out in Clause 6.1 above provided that the Customer agrees to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.
- 6.3 The Company shall only reimburse damage caused to the Goods themselves and shall not be liable for any consequential loss, loss of profit or any indirect losses whatsoever sustained by the LME Warrant Holder. In particular, the Company shall not be liable for any loss caused to the LME Warrant Holder by the depreciation in value of any part of the Goods which are undamaged notwithstanding that such depreciation in value is caused by the loss, damage or deterioration of other part(s) of the Goods.

7. Place of Storage of the Goods

- 7.1 Unless otherwise agreed upon, the Company shall be at liberty to decide where the Goods shall be stored. The Company shall at any time be entitled to transfer the Goods to another storage place. The cost of any transfer and the risk of such transfer shall be borne by the Company, unless the transfer has been effected in the interest of the Goods, or by reason of circumstances beyond the Company's control, whereby such transfer shall be effected at the sole discretion of the Company. The Company shall notify the LME Warrant Holder of any transfer of the Goods to any other storage place, but failure to notify the LME Warrant Holder shall not give the latter any right of claim against the Company.

8. Admittance to place of storage

- 8.1 The Company shall be obliged to admit the LME Warrant Holder and/or any persons authorised by the LME Warrant Holder to the place of storage of the Goods to which the LME Warrant refers, subject to the compliance by the LME Warrant Holder or such person(s) authorised by the LME Warrant Holder with all formalities prescribed by the relevant authorities.
- 8.2 Access to and information about the Goods to which the LME Warrant refers shall be given only on production of the relevant LME Warrant. Notwithstanding the aforesaid, the Company shall have the right to allow access to and to furnish information about the Goods stored with the Company to any other party should this be necessary in connection with the verification of LME Warrants by any relevant banking institution or authority.

- 8.3 The following conditions shall be applicable to persons granted admittance to the place of storage by the Company: -
- (i) all persons visiting the place of storage including personnel of vessels and vehicles reporting to the warehouse shall observe the Company's regulations;
 - (ii) admittance shall be granted only during Working Hours and with the attendance of the Company's employees;
 - (iii) the cost of attendance during the visit shall be paid forthwith to the Company by the LME Warrant Holder;
 - (iv) the LME Warrant Holder shall be liable for any damage caused directly or indirectly by any persons who are granted admittance to the place of storage including but not limited to any damage caused to the place of storage, the Goods and other goods stored at the place of storage.

9. Services

- 9.1 The Company shall carry out such work in respect of the Goods to which the LME Warrant refers, as may be required by the LME Warrant Holder such as sampling, handling, servicing, packing, re-packing, bundling, re-bundling piling, re-piling, lotting, weighing, etc. including delivery of the Goods at the remunerations agreed to and based on Chapter II of the Warehousing Conditions.
- 9.2 Work required by the LME Warrant Holder shall only be executed by the Company after the LME Warrant has been lodged with the Company.
- 9.3 Any other work which the Company does not wish to undertake may, after the prior approval of the Company and after the LME Warrant has been lodged, be executed by or on behalf of the LME Warrant Holder, subject to any conditions laid down by the Company, under the supervision of the Company and against payment of the applicable charges. The Company shall not be liable for any loss, damage or expenses incurred or suffered by the LME Warrant Holder in carrying out such work.
- 9.4 The Company shall not be obliged to take any measures in respect of the Goods to which the LME Warrant refers, including but not limited to packing of the Goods, other than those which have been agreed to and which are considered to be customary for the Goods.
- 9.5 The Company shall be obliged to take such other measures referred to in Clause 9.5 only if they have been agreed upon and at the sole risk and expense of the LME Warrant Holder.
- 9.6 The Company shall be entitled, however, to take immediate action at the LME Warrant Holder's sole risk and expense if it is feared that failure to take such action might lead to the loss and/or damage to the Goods themselves or to other goods, to the storage place or to equipment, or harm or injury to any person, such action to be taken at the sole and absolute discretion of the Company.
- 9.7 The Company shall immediately, through the LME, notify the LME warrant holder of

the action taken, but failure to give notification shall not give the latter any right of claim against the Company.

- 9.8 Without prejudice to the provisions of the preceding paragraph, the LME Warrant Holder shall indemnify the Company from and against any claims by third parties on account of damage caused to their goods by the Goods to which the LME Warrant refers including all court charges and legal costs (calculated on a full indemnity basis) in respect of all legal proceedings or intended proceedings pertaining thereto.

10. Insurances

- 10.1 The Goods shall be insured by the LME Warrant Holder and the Company shall not be under any duty or obligation whatsoever to take out any insurances in respect of the Goods or any part thereof.

11. Damage or Destruction of the Goods

- 11.1 If in the event of damage to the Goods to which the LME Warrant refers while the Goods are in the custody of the Company, whether by fire or any other causes which are covered by insurance and the assistance of the Company for assessing such damage is desirable or necessary, such assistance shall be rendered by the Company in its sole and absolute discretion against payment of such costs and expenses which may be involved and or such remuneration to be fixed by the Company for its assistance and services. The Company may make such assistance conditional upon payment of all amounts that are due to the Company by the LME Warrant Holder.

- 11.2 In the event that the Goods to which the LME Warrant refers are destroyed while the Goods are in the custody of the Company by fire or otherwise, the date of such destruction of the Goods shall count as the date of delivery to the Last LME warrant holder and the warehouse rent plus any increases therein and any other applicable costs shall be calculated up to and including this date for so many months as have elapsed and have not been recorded in the LME Warrant as already paid, parts of months to count as full months. The Company shall notify, through the LME, the LME warrant holder of such destruction but without such LME warrant holder having any right of claim against the Company for any failure to give such notification. All warehouse rent plus any increases therein and any other applicable costs shall be payable forthwith by the Last known LME warrant holder.

12. Mutilation, destruction or loss of LME Warrant

- 12.1 Erasures, deletions and amendments on or to the LME Warrant shall render the LME Warrant invalid. If the details which are the subject of any erasures, deletions and/or amendments on the LME Warrant are capable of being erased, deleted or amended (as the case may be) under the relevant regulations, including but not limited to the SWORD Regulations and Operating Procedures, the LME Warrant holder may apply for a replacement LME Warrant and a replacement LME Warrant may be issued in accordance with the relevant regulations and upon the LME Warrant holder surrendering the LME Warrant with the erasures, deletions and/or amendments and making payment of the expenses involved. In ascertaining the nature and quantity of the Goods to be stated on the duplicate LME Warrant, the Company shall rely on its own records as valid evidence thereof.

- 12.2 If a LME Warrant has been lost, stolen, damaged or has been destroyed, the party entitled to the LME Warrant may make an application to the Company for nullification of the lost, stolen, damaged or destroyed LME Warrant and for delivery of the Goods or for a replacement LME Warrant to be issued. A replacement LME Warrant may be issued upon the completion of the procedures set out in Clauses 12.3, 12.4 and 12.5 and/or such other relevant procedures as the Company may determine and against the delivery by the party applying for a replacement LME Warrant of an indemnity in favour of the Company and upon the said party making payment of the expenses involved. Such party shall, if possible, mention in its application to the Company the cause of the loss, damage or destruction of the LME Warrant and the grounds on which the applicant bases his title to the Goods.
- 12.3 If enquiries made by the Company give no reason to doubt the truth of the grounds of the application, the Company may, at the expense of the applicant, publish such application by inserting two announcements at intervals of at least fourteen (14) days, each time in two (2) daily newspapers selected by the Company, inviting parties who believe they have a title to the Goods mentioned in the missing LME Warrant to oppose the delivery of the Goods or the issuance of a replacement LME Warrant to the applicant by means of a writ.
- 12.4 If within fourteen (14) days after the second announcement, no party opposes by means of a writ the said delivery of the Goods or issuance of a replacement LME Warrant, the missing LME Warrant may be nullified by the Company and delivery of the Goods or issuance of a replacement LME Warrant to the applicant may be effected. In ascertaining the nature and quantity of the Goods to be stated on the duplicate LME Warrant, the Company shall rely on its own records as valid evidence thereof. The nullification of the missing LME Warrant shall immediately thereafter be published in the above-mentioned newspapers. By such nullification, the original LME Warrant shall have lost its value and all the Company's obligations arising from the original LME Warrant shall cease.
- 12.5 In the event that an opposing claim to the Goods by a third party is made, the application shall not be granted until it shall have been established by a final and conclusive judgment, decision or decree of the Court that the applicant is the party entitled to the Goods.
- 12.6 The party who acquires delivery of the Goods shown on the replacement LME Warrant shall keep the Company indemnified from and against any and all claims which may be made against the Company as a result of the delivery of the Goods to such party. The Company shall be entitled to require security to be given by such party in this respect prior to the delivery of the Goods to such party.
- 12.7 Any costs and expenses howsoever incurred by the Company in relation to the application including, but not limited to, court charges, stamp fees, legal costs (on a full indemnity basis) and disbursements incurred by the Company in respect of any legal proceedings or intended legal proceedings effected by or against the Company shall be borne by the applicant. The Company may demand an advance of money before considering the application.

13. Time Bar

- 13.1 The Company shall be discharged from all liability in respect of any claims against the Company on account of loss, damage or decrease in quantity of the Goods to which the LME Warrant refers, or in general, on account of failure by the Company to comply with any of its obligations unless proceedings shall have been commenced in respect of such claims within twelve (12) months of the occurrence of such loss, damage, decrease in quantity or failure by the Company to comply with its obligations.
- 13.2 In the event of any loss, damage or decrease in quantity of the Goods, the said period of twelve (12) months shall commence on the day after delivery of the Goods takes place.
- 13.3 In the event of total loss of the Goods, such period of twelve (12) months shall commence on the day after the Company has notified the Last known LME warrant holder of the loss or, if the Last known LME warrant holder no longer has the LME Warrant in its possession and should no subsequent holder come forward, the period of twelve (12) months shall commence one (1) week after the announcement of the loss in two (2) daily newspapers at least one of which is being published in the place where the Company has its registered office.

14. Company's Liability to LME Warrant Holders

- 14.1 The Company has complied with all applicable regulations (including but not limited to clause 2.1 of the agreement between the Company and The London Metal Exchange Limited (the "LME Agreement") in receiving the Goods and placing it on the LME Warrant.
- 14.2 The Company will comply with the requirements of the LME Agreement concerning the storage of the Goods.
- 14.3 The Company is not aware of any latent defects in the Goods.

ATTACHMENT 1

CWT Commodities Pte Ltd
CWT Commodities (Metals) Pte Ltd
CWT Commodities (ME) DMCC
Star Resources (HK) Limited
CWT Commodities (USA) LLC
CWT Commodities (Rotterdam) BV
CWT Commodities (SEA) Pte Ltd
CWT Commodities Indochine Pte Ltd
CWT Commodities (Malaysia) SDN BHD
PT. CWT Commodities Indonesia
CWT Commodities (China) Pte Ltd
CWT Commodities Logistics LLC
CWT Ras Commodities (Bredamar S.A.)