
STANDARD LEASING CONDITIONS FOR INDUSTRIAL WAGONS

Between:

CUSTOMER

hereinafter designated as the "LESSEE", party of the first part

and

POL-RAIL S.r.l.

Via Roma, 43/B

33100 Udine

Hereinafter designated as "LESSOR", party of the second part.

The parties hereby enter into the following agreement:

THE PARTIES FIRST SET FORTH THE FOLLOWING PREAMBLE

The liberalization of rail freight that resulted from substantial changes in the European and national rules and regulations governing the said activity has led the sector players to review, at various levels, the procedures involved in their business.

That is the context in which the lessor has joined the General Contract of Use (known as G.C.U.) dated 1st July 2006, and it is strongly attached to respect for its provisions.

Hence, it is of decisive importance in the lessor's commitment that the Lessee establishes contractual relationships in connection with Lessee's product shipments for which it is responsible only with railway companies that also belong to the General Contract of Use (G.C.U.), a fact acknowledged by the Lessee, of which it explicitly declares its acceptance by conclusion of these presents.

HAVING SET FORTH THIS PREAMBLE, NOW THEREFORE THE PARTIES HEREBY ENTER INTO THE FOLLOWING AGREEMENT

1. ARTICLE I – PURPOSE OF THE CONTRACT

- 1.1. The lessor makes the wagon or wagons designated and hereinafter called the rail tank cars available to the lessee, on the following general conditions and on the special conditions attached to the present contract.
- 1.2. The lessor warrants that the rail tank cars:
 - Is properly entered in the National Vehicle Register (NVR) updated by the National Safety Authorities (NSA)
 - Is indeed accepted from a technical viewpoint, and its commercial operating is authorized by the National Safety Authorities of the country of registration (EPSF in France) according to regulations in force.
 - Is in a good state of maintenance and water tightness at the time of availability, suitable for shipment of the designated product or products under the special conditions involved, and conforming to the provisions laid down in the shipping rules and regulations in effect.
 - Corresponds to the characteristics defined in the special conditions attached to the present contract or covered by a separate letter.
- 1.3. The lessor and the lessee also undertake to respect the obligations ensuing by the contract of registration of the wagon as well as all regulatory

and conventional provisions both national and international, relating to commissioning and operation of the rail tank cars.

2. ARTICLE II - AVAILABILITY

- 2.1. The rail tank cars is made available to the lessee at the place and on the date agreed between the parties.
- 2.2. In connection with any availability, a report is established in the parties' presence concerning acceptance of responsibility in two originals, each signed by the two parties' qualified representatives and including the following indications:
 - date of establishment,
 - identity, capacity, tare weight and maximum load of the rented rail tank cars,
 - condition of the rail tank cars with an expression of the lessee's reservations, if any,
 - acknowledgement by the lessee of the suitability of the rail tank cars for the shipment for which it is intended.
- 2.3. Subject to observance by the lessor of the obligations resulting from article I and in the absence of the above-mentioned report, use by the lessee is tantamount to acceptance of the rail tank cars, which shall therefore be regarded as having been accepted in good condition and as suitable for the shipment.
- 2.4. In case circumstances, whatever they may be, preclude establishment of the report established in the parties' presence concerning acceptance of responsibility, the lessee undertakes as follows:
 - in case, following damage attributable to the shipment, the rail tank cars is not in normal operating condition to express in writing, on its own responsibility, all appropriate reservations to the Railway Company that is to deliver the rail tank cars to it,
 - to send to the lessor, at the latest within 15 calendar days following the day of effective receipt of the rail tank cars a written message (registered letter with receipt, telegram, telex, fax, computer message...), informing the lessor of the date of receipt and containing all appropriate reservations.
- 2.5. The lessor enjoys the option of replacing the defective rail tank cars with other rail tank cars which shall have to be made available to the lessee under the contractually agreed conditions.
- 2.6. The lessor is required to deliver the rail tank cars on the scheduled date. In case of lateness, it can disclaim liability only by proving the occurrence of circumstances beyond its control – whether or not they have the legal characteristics of force majeure or of an act of God – preventing it from execution of its obligations, or because of the doing of a third party. Failing this, it shall have to pay the indemnity agreed on in the attached special conditions to the lessee.

3. ARTICLE III - USE

- 3.1. The lessee undertakes, for the entire duration of the rental, to use the rented rail tank cars in accordance with its purpose and prudently. More particularly, it undertakes, as stated in the preamble, to conclude a shipping contract only with railway companies that are members of the General Contract of Use (G.C.U.). If that is not the case, the lessee undertakes to agree with the railway company that

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the provisions of the General Contract of Use (G.C.U.) shall constitute a supplementary application to their relationships.

If the General Contract of Use (G.C.U.) or certain provisions thereof cannot be applied in supplementary fashion, the lessee undertakes to inform the lessor of that fact immediately so that the parties can agree on procedures specific to the present contract.

- 3.2. It undertakes, in particular, to do the following in all cases on its personal and exclusive responsibility:
 - 3.2.1. to use the rented rail tank cars only for shipping products that are the object of the approval of the rail tank cars, or listed, if the case occurs, in the special conditions attached to the present contract, the said listing being exhaustive.
 - 3.2.2. not to make any modification whatsoever in any organ whatsoever of the rail tank cars, not to remove the ownership plates, and not to modify the inscriptions
 - 3.2.3. not to exceed the load limits, and to respect the loading and unloading conditions proper to the rented rail tank cars and to the product shipped.
 - 3.2.4. to respect, at all times and in all places, the pricing requirements and any rules and regulations binding on it in its relationships, with the Railway Companies ("Entreprises Ferroviarie", EF) and the infrastructure managers ("Gestioneiro d'Infrastruttura", GI), and to pay all fees, taxes or penalties to which the rail tank cars is subject because of the said requirements, this whoever the legal taxpayer may be.
 - 3.2.5. not to sublet the rail tank cars, and not to lend it to third parties in any connection or by way of any procedure whatsoever, saving the lessor's advance and written approval.
 - 3.2.6. to inform the lessor, by the fastest possible means, and with written confirmation in every case, about any anomaly or shortcoming in the rail tank cars that impair its proper preservation or the preservation of Lessee's product carried and the safety of the Rail transportation
- 3.3.1. In accordance with the GCU and by application of the article 15, the Railway Companies shall provide the keeper with all information necessary for operation and maintenance of the wagon among which those relative to the kilometric performance actually carried out by the wagon. The lessee will have to make sure, and if necessary, take the necessary measures, so that the Railway Company provides the lessor with this information.

4. ARTICLE IV - MAINTENANCE

- 4.1. The tenant undertakes to present the rail tank cars for the periodic inspections required, on one hand, by all of the regulatory conventional provisions and practices, and on the other hand under the legislation in effect and to the maintenance plan recognized and applied by the lessor (annual maintenance program sent in December of the year N-1).

The said presentation shall be carried out within the regulation periods, in accordance with a concerted program and at a specialized workshop chosen by the lessor.

- 4.2. The lessee must execute or have others execute, at its initiative, the work relating to degassing, cleaning and neutralization of the rail tank cars during use thereof. Whenever the said work is carried out in a specialized workshop, the lessee shall so inform the lessor immediately.
- 4.3. The lessee undertakes, in case it notes an anomaly in operation of the rail tank cars or damage, to inform the lessor of that fact in writing immediately so as to make it possible to take all useful steps in concert.
- 4.4. All other maintenance operations are carried out at the lessor's sole initiative, the lessee undertaking to present the rail tank cars for performance of the said operations on a date to be agreed and at the place indicated by the lessor.

For such work, the provisions set forth in articles II and 5.5 shall be applied normally at the time of entry of the rail tank cars in the workshops indicated by the lessor and upon return at the time of availability to the lessee, at the place designated by the latter.
- 4.5. The expenses relating to the maintenance operations defined above shall be paid:
 - 4.5.1. by the lessor, for the work resulting from normal wear and tear on the rail tank cars and needed for its proper use and preservation, as well as the work required under the rules, regulations and practices, on one hand, and under the legislation in effect on the other.
 - 4.5.2. by the lessee with respect to any other maintenance operations and particularly in connection with degassing, cleaning, neutralization and destruction of the product when the rail tank cars is sent for repair, for overhaul or is returned to the lessor.

5. ARTICLE V - RETURN

- 5.1. The rental ends at the place and on the date agreed between the parties, subject to the following provisions:
- 5.2. The rail tank cars shall have to be returned entirely empty, all expenses paid to the place designated by the lessor, in the same condition as characterized it at the time of acceptance, saving normal wear and tear due to use.
- 5.3. The lessee must return the rail tank cars on the scheduled date. In case of lateness, it may disclaim liability only by proving the existence of the event of force majeure, the doing of a third party or a fault on the lessor's part. Failing this, it shall have to pay, to the lessor, the indemnity agreed in the attached special conditions.
- 5.4. If, for any reason whatsoever for which it is responsible, the lessee finds it impossible to return the rail tank cars, it shall have to pay an amount to the lessor, as an indemnity, calculated in accordance with the procedures laid down in the General Contract of Use (G.C.U.).
- 5.5. At the time of the return, a report shall be drawn up in the parties' presence.
- 5.6. The said report is to be established in two originals, each signed by the qualified representatives of the two parties and bearing the following indications, in particular:

date of establishment,
Identity of the rail tank cars,
condition of the rail tank cars, together with the lessor's reservations, if any.

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- 5.7. In case circumstances preclude establishment of the report, and in particular when the rail tank cars is returned directly to the Rail Company, or the said return is made to a new lessee, the lessor shall have a period of 15 calendar days starting with the actual delivery for informing the lessee of its reservations in the form of a written message (registered letter with receipt, telegram, telex, fax, computer message...), after which period the rail tank cars shall be regarded as having been returned in good condition.
- 5.8. The lessor undertakes to express, on its own responsibility, any reservations vis-à-vis the Railway Company delivering the rail tank cars to it in case, due to damage attributable to the shipment, the said rail tank cars is not in a normal use condition.
- 5.9. Any work relating to cleaning, degassing, neutralization or destruction of the product that might prove to be necessary at the time of the return shall be for the lessee's account.
- 6. ARTICLE VI – SHIPPING EXPENSES**
- The shipping expenses resulting from the availability and return of the rail tank cars as well as all other expenses incurred during the life of the contract are for the lessee's account, and the same applies to the other taxes to be paid in connection with the shipment and garaging of the rail tank cars.
- 7. ARTICLE VII – AMOUNT OF THE RENTAL**
- The rental is specified in the special conditions.
- 8. ARTICLE VIII – RENTAL PAYABILITY**
- 8.1 The rental shall begin to accrue on the date on which the rail tank car is made available.
In case of delivery deferred at the lessee's request, the rental shall be due as of the day on which the rail tank cars should have been made available, in the absence of a stipulation to the contrary in the special conditions.
In case the examination carried out in the parties' presence at the time of availability shows a need for certain reconditioning work, the rental shall not begin until after it is completed.
- 8.2 The rental shall continue to accrue until the date on which the rail tank cars is actually made available to the lessor, under the conditions set forth in article V. The same shall apply during performance of the work mentioned in section 5.6.
- 8.3 The rental shall continue to accrue during the workshop work provided for in article IV, sections 4.1 and 4.4.
Once the lessee has respected the program and the dates agreed in article IV, the rental shall no longer be due for the periods exceeding the ones indicated in the table contained in appendix A.
- 8.4 The rental shall continue to accrue during the time for which the rail tank car is immobilized due to damage.
- 8.5 The rental shall not be due if the lessee can prove that the immobilization is the result of one of the exemption clauses provided for in section 10.1.2 or of losses, deterioration or damage for which the Railway Company (EF) and/or the Infrastructure Manager (GI) accepts responsibility pursuant to article 10.1.3.1.
- 9. ARTICLE IX – INVOICING AND TAXES**
- Rate of the penalties for late payment: according to the regulation in force.
- 9.2 Taxes and levies
Any amounts due in any connection whatsoever from the lessee to the lessor within the framework of the present contract, and of their results and of their consequences are to be understood as all rights, taxes and levies additional for the lessee's account, the lessee undertaking to pay them, this applying whoever the legal taxpayer may be, in the absence of the lessor.
- 10. ARTICLE X - LIABILITY**
- 10.1 DAMAGE CAUSED TO THE RAIL TANK CARS
- 10.1.1 The lessee must provide compensation for all losses, deterioration or damage suffered by the rented rail tank cars, subject to the provisions set forth below in sections 10.1.2 and 10.1.3.
- 10.1.2 The lessee may release itself from its obligation to pay compensation only by proving that the losses, deterioration or damage are due :
to a shortcoming in the rail tank cars itself,
to an event of force majeure
to a fault on the part of the lessor, its agents or its beneficiaries,
to the doing of a third party,
to an act of war.
- 10.1.3 In case of losses, deterioration or damage suffered by the rented rail tank cars when the latter is on the railway's tracks:
- 10.1.3.1 If a Railway Company (EF) and/or an Infrastructure Manager (GI) accepts responsibility, the lessee is released from its obligation to pay compensation.
- 10.1.3.2 If a Railway Company (EF) and/or an Infrastructure Manager (GI) disputes its liability, the lessor and the lessee shall jointly take all protective measures aimed at seeking out the responsible party or parties.
- 10.1.3.3 It is recalled that the liability of the Railway Company is governed by the provisions of chapter V of the General Contract of Use.
- 10.2 The losses, deterioration or damage for which the lessee owes compensation to the lessor under the terms of article 10.1.1 above include the material expenses for repair, the shipping and immobilization expenses, the indemnity for depreciation and the loss of possession.
- 10.3 In case of an accident affecting the rail tank cars during the period of its rental, the lessee undertakes:
- 10.3.1 to inform the lessor of the facts in writing as soon as it becomes aware thereof, and at the latest within three days, excluding legal holidays.
- 10.3.2 to take all steps in good time (for instance, findings in the parties' presence) to maintain to the lessor's benefit, if the case arises, its rights and recourse against any responsible third party, and to cooperate with the lessor to enable it to initiate the necessary actions, if any.
If a third party is held liable, the lessor shall apply directly to it for compensation for the prejudice suffered.
- 10.3.3 to take all useful step within its power to limit the damage to the rail tank cars.

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10.4 DAMAGE CAUSED TO THIRD PARTIES

10.4.1 The lessee shall have to pay compensation for any damage caused to third parties by the rented rail tank cars.

10.4.2 The lessee may escape this obligation to provide compensation only by proving that the damage caused to third parties has been due :
to a shortcoming in the rail tank cars itself,
to an event of force majeure
to a fault on the part of the lessor, its agents or its beneficiaries,
to the doing of a third party,
to an act of war.

10.4.3 The lessee warrants the lessor against any recourse that might be filed against the latter in this connection.

10.5 DAMAGE CAUSED TO LESSEE'S PRODUCT

10.5.1 The lessee shall see to the losses, deterioration, and damage suffered by the Lessee's product carried. It is up to it, in particular, to file any recourse against the carriers or the responsible third parties. Hence, the lessee warrants the lessor against any recourse the might be filed against the latter in this connection, except in case the lessee formally proves that the damage is due to a shortcoming in the rail tank cars itself, to a fault or an act on the lessor's part, or on the part of its employees or of its beneficiaries.

11. ARTICLE XI - INSURANCE

It is up to the parties to take out any insurance contracts that they consider useful to cover their respective liability, as defined in article X.

In particular, the lessee undertakes to conclude any insurance policies for adequate coverage of any risks, whatever they may be, that are not covered by insurance for account, guarantee conventions and agreement concerning waiver of recourse. It shall have to prove this in response to the first written request by the lessor.

12. ARTICLE XII - CONTRACT TERM

The contract term and the procedures for extension, if any, are specified in the attached special conditions.

13. ARTICLE XIII - SCOPE OF THESE PRESENTS

The present contract expresses the entire agreement between the parties and cancels and replaces any prior convention having the same object, whether written or oral, relating thereto directly or indirectly.

14. ARTICLE XIV - NULLITY OF A CLAUSE

In case any one whatsoever of the clauses of these presents is ruled to be void or inapplicable for any reason and by any court whatsoever, this in the form of a final court decision, the said nullity shall not in any case affect the validity of all of the other clauses, which shall remain in effect and shall have to be applied as if the contract had been concluded without the invalidated clause. However, if such suppression affects the very substance of the contract or seriously modifies its initial economics, the contract shall then be canceled by right.

15. ARTICLE XV - CANCELLATION

In case of a shortcoming on the part of one of the parties in satisfying any one whatsoever of the its obligation and eight (8) calendar days after formal notice served by registered mail with receipt has produced no effect, in toto or in part, during the said period, the rental contract shall be canceled if the other party so wishes by registered mail with receipt, this without prejudice to any other rights and recourse, the rail tank cars having to be returned entirely empty, all expenses paid to the place designated by the lessor, in its original condition at the time of acceptance, saving normal wear and tear due to use.

16. ARTICLE XVI - DISPUTE SETTLEMENT

The present contract is governed by French law, to the explicit exclusion of any rules regarding conflicts of law or other rules that might entail that application of any provisions whatsoever other than French law.

The present contract is based mainly on the entire good faith and desire of the parties for mutual understanding in order to jointly apply all of the provisions on which they have agreed. Hence, they undertake to seek a friendly settlement to any difficulties that might arise.

If, despite their best reciprocal efforts, the parties do not reach a definitive settlement in this way of any disputes concerning performance of the present contract, they agree to submit their dispute to the jurisdiction of the legal domicile of the lessor, even in case of third party notice or of the existence of several defendants.

However, the parties explicitly reserve the right to apply to any competent jurisdictions of the lessor's registered office or of the place at which the rail tank cars is used.

in 2 originals

The LESSOR

The LESSEE