

Article 1. General

1. Cryo Tainer: the private company with limited liability Cryo Tainer B.V. with office in Schiedam, the Netherlands.
2. Client: the contract party of Cryo Tainer with whom Cryo Tainer concludes a rental agreement in respect of a tank container, possibly additional equipment and/or Personnel and/or with whom a services agreement is concluded in respect of an assignment for specialized services. Where in these conditions a reference is made to a tank container, the additional equipment to that container - if agreed in the separate rental agreement - also falls under that definition.
3. General conditions: the underlying general conditions.
4. Personnel: qualified staff of Cryo Tainer, that can be made available to perform services related to the tank container and/or services for the Client if agreed in the rental agreement and/or the services agreement and under the terms and conditions mentioned therein.
5. Rent: the compensation paid by the Client for the usage of the tank container under the rental agreement.

Article 2. Applicability of the General Conditions

1. The General Conditions are applicable on every offer, notification or agreement coming from or concluded with Cryo Tainer.
2. These conditions always prevail over general conditions of the Client, if any. Deviation of these conditions is only possible in the written form, signed by Cryo Tainer.
3. In case one of the conditions of these General Conditions is contrary to the applicable laws governing the rental agreement and/or services agreement, the other conditions remain nevertheless in place. The condition that is to be considered null and void under the applicable laws is to be replaced by another acceptable condition that stays as close as possible with the intention and object of the condition that was considered null and void.

Article 3. Agreements

1. All quoted prices by Cryo Tainer are in Euro, and are excluded VAT or other levies which are imposed by any country and/or governmental organisation.
2. Offers by Cryo Tainer are made by post, fax or Internet (e-mail).
3. Every offer of Cryo Tainer is without engagement, unless declared differently in writing by Cryo Tainer. Small deviations from the offer can never lead to dissolution of a rental agreement.
4. Every quotation of Cryo Tainer is based upon the level of costs per that moment. In case the level of the costs are raised after said quotation moment Cryo Tainer is entitled to adjust the quoted price accordingly.
5. Offers of Cryo Tainer can only be accepted in written form, by co-signing the written quotation or rental agreement, or, in case the acceptance by the Client was effected verbally, the agreement is concluded by written confirmation of that acceptance by Cryo Tainer in the form of the sending of the signed rental agreement.

Article 4. Collection of the tank container

1. The container is to be collected by the Client at the designated location by Cryo Tainer in the rental agreement. The rental period of the tank container starts on the date the container is made available for transport to the designated location. The costs made for getting the tank container at the designated location are for the account of the Client. Cryo Tainer is not responsible for the organization of the transport of the container to the designated location, unless agreed differently in the rental agreement.
2. Cryo Tainer is obliged to make the container available for transport by the Client on the date indicated in the rental agreement, unless Cryo Tainer is not able to act as such due to force majeure. In case this force majeure takes longer than 7 days, the Client is authorised to terminate the rental agreement without further costs, and without any liability for the Client arising from this termination.
3. The tank container is delivered by Cryo Tainer with a delivery inspection form, which is to be signed by the Client at the day of arrival at the destination as described in the rental agreement, and which form is to be immediately returned to Cryo Tainer as acceptance of the good condition of the container.
4. In case the delivery inspection form is not returned by the Client, but the container is used by the Client, such usage shall be considered by Cryo Tainer as an acceptance of the good condition and suitability of the container.
Any remarks or complaints have to be made within 2 days after arrival of the container to destination.

Article 5. Usage of the tank container by the Client

1. The Client will use the container only in accordance with the specific goals for which it was manufactured, and shall use and take care of the container as a good housefather, and in particular
 - a) to use the container exclusively for transports of products as mentioned in the rental contract and recorded in the service files of Cryo Tainer;
 - b) to make no change whatsoever to the container without the advance written permission of Cryo Tainer;
 - c) to at any time and anywhere observe the transport regulations of the country in which the container is operated and or transported;
 - d) to without delay notify Cryo Tainer of any abnormality or defect in the container.
 - e) to unconditionally isolate the container with check valves on any line when used for specialized work (art. 13.1)
 - f) to immediately report in writing to Cryo Tainer any suspected contamination of the container;
 - g) to undertake that containers used with Liquid Oxygen must before the return be purged with nitrogen to 98% nitrogen and pressurised to not more than 0.5 barg;

