

**AGREEMENT FOR CONTAINER YARD AND/OR INTERMODAL
EQUIPMENT MAINTENANCE SERVICES
RIDER/ADDITIONAL CLAUSES**

REFERENCE: LEG/CONT/4699/17/12/12.

1. Definitions

In this Agreement save where the context otherwise requires, the following words and expressions shall have the meanings hereby assigned to them.

"*Carrier*" means any third party trucker, whether owner, operator, agent, representative, user and/or employee of any of them who is approved by Customer to engage in the interchange or otherwise deliver to, or take possession of Equipment from Vendor.

"*Customer*" means SARJAK CONTAINER LINES PVT. LTD. and, shall include its parent company and each of its parent company's direct and indirect subsidiaries, affiliated or related corporations or entities thereof, and their insurance underwriters.

"*Vendor*" means as stated in the main agreement.

"*Equipment*" means any and all trailers, containers, chassis, bogies, flatbeds, tanks, refrigerator vans or containers and any special equipment or accessories outfitted on the unit (including but not limited to tires, tubes and generator sets) and any other types of mobile units, and all component parts and combinations thereof either owned, leased or under the control of Customer which, from time to time, may be operated by Customer, and which, from time to time, Customer and Vendor may agree between them shall be subject to this Agreement.

"*Equipment Interchange Report*" or "EIR" means a document depicting an in depth condition of the equipment.

"*Facility(ies)*" or "CY(s)" means the Terminal(s), Container Yard(s) and/or Equipment Maintenance and Repair or Storage facility(ies) which Vendor shall provide Services under this Agreement.

"*Services*" unless qualified otherwise, means the container (CY) yard services and the maintenance and/or repair services (including any new or replacement parts and materials supplied by Vendor in the course of performing such maintenance and/or repair).

"*Cargoworthy*" means the Equipment meets international standards and also in accordance with the Institute of International Container Lessors ("IICL") repair criteria.

"*Evergreen*" means that this Agreement shall be automatically extended by successive contract periods from the first termination date if neither party gives the other notice of cancellation in accordance with Clause 21.

2. Container Yard (CY) Services

Subject to the terms and conditions provided for herein, during the period of this Agreement, Vendor shall perform Container Yard (CY) Services on the Equipment as specified in subclauses 2.1 to 2.4.

Vendor shall provide security at the Facility that meets or exceeds the standards set by the International Customs. Vendor shall notify Customer immediately upon discovery of any evidence of tampering, loss, theft or damage to Equipment or cargo

and provide to Customer a detailed written incident report within twenty-four (24) hours of discovering such evidence of tampering, loss, theft or damage.

Vendor shall permit only Carriers approved by Customer to receive Equipment. Upon receipt by Vendor and upon release to Customer or its approved Carrier each and every piece of Equipment shall be inspected for Cargoworthiness and Vendor and Customer (or carrier's driver signing on behalf of carrier or as Customer's authorized agent, as the case may be) shall sign the applicable EIR noting the condition of the Equipment at such time. Execution of the in-bound and out-bound EIR by Vendor and Customer (or its agent) or carrier shall constitute conclusive evidence that the Equipment was delivered to Vendor and redelivered to Customer or the carrier, as the case may be.

Vendor acknowledges receipt of all Equipment covered under this Agreement in apparent good order and condition (except for latent defects not discoverable by reasonable inspection) as evidenced conclusively by its execution of the inbound EIR for each piece of Equipment. If Vendor has not undertaken Maintenance and Repair Services as specified in Clause 3, at Customer's request, Vendor shall allow free access to the Facility by Customer's own or third party maintenance and repair contractors and; provided, further, that in any event, during the period of this Agreement, Vendor shall allow free access to the Facility by Customer's own or third party repair contractors for the purpose of performing maintenance and repair estimates on the Equipment. Notwithstanding the foregoing and Vendor's option not to provide Maintenance and Repair Service in accordance with Clause 3, all Vendors that

provide CY Services in accordance this Agreement shall provide Cargoworthy inspections on all Equipment at the time of receipt and dispatch from the Facility and release of Equipment to Customer or carrier, as the case may be.

Equipment for evening and weekend pick-up; provided, however, that Vendor shall provide Cargoworthy inspections on all such Equipment at the time of staging.

Vendor shall exercise reasonable care to ensure the Cargoworthy of all Equipment upon dispatch from the Facility and release of Equipment to Customer or carrier, as the case may be.

2.1 Receiving, Dispatching and Communications

In consideration of a Gate Charge per EIR, Vendor shall receive and/or dispatch Equipment during normal business hours, except as otherwise agreed. All Equipment shall be inspected by qualified Vendor personnel who shall accurately complete EIR form. Vendor shall secure the signature of the delivering or receiving carrier on the EIR to acknowledge the condition of Equipment at the time of receipt/dispatch. Vendor shall allow only carriers approved by Customer to pick up Equipment; provided, further that failure to do so shall subject Vendor to liability for Equipment in accordance with sub-clause 9.3 of this Agreement. Vendor shall promptly forward copies of completed and signed EIRs to Customer's office; provided, further that, failure to accurately reflect the condition of Equipment upon its receipt/dispatch in accordance with Customer's EIR procedures shall result in the presumption that any and all damage to Equipment occurred while the Equipment was in the care, custody and control of Vendor and, consequently, any undocumented damage to Equipment upon receipt or release to/from Customer or carrier shall be considered "yard damage" for which Vendor shall be liable to repair or replace in accordance with sub-clause 9.3 of this Agreement. In addition to Customer's EIR requirements in accordance with Clause 3, Vendors shall provide cargoworthy inspections on all Equipment at the time of receipt and dispatch, as applicable. Vendor shall immediately notify Customer upon discovery of any evidence of theft of cargo or Equipment and any defect or yard damage to Equipment that renders such Equipment un-cargoworthy. Vendor shall provide to Customer an inventory of all Equipment on the Facility as instructed by Customer's local Equipment Control representative.

2.2 Mount and Ground (Lift off and Lift on)

Vendor shall provide mount and ground services (including bundling/unbundling) during normal business hours. Such Services shall be performed when authorized by

Customer in accordance with Customer's requirements. No internal handling charges shall be raised by the vendor after the first gate in until and unless the unit is dispatched.

2.4 Storage

Vendor shall provide adequate stable, secure space for storage of Equipment. Free Time specified shall be allowed for all Services relating to this Agreement. Free Time shall commence when Equipment arrives at the Facility and the inbound EIR is properly executed. Should Free Time allowed exceed time used at the Facility, Storage Payment(s) at the rate specified shall be payable until the piece of Equipment subject to such payment is dispatched from the Facility and an out-bound EIR for such Equipment is properly executed. For open top containers of the customer, the vendor shall place any another container on top of the open top container to avoid floor damage due to water ingress.

3. Maintenance and Repair Services

Subject to the terms and conditions provided for herein, during the period of this Agreement, Vendor shall provide Maintenance and Repair Services (including cargoworthy survey and shop repair) on Equipment All Service shall be performed in accordance with vendor's "Agreed Rate Schedule" applicable to the type of Equipment on which Services are performed. Applicable Agreed Rate Schedules shall be read as a part of this agreement after concurrence from the Customer. Maintenance, repair and Service shall be done in a professional manner, using parts and components of the same or higher design, material and quality as items being replaced or as specified by Customer. Vendor shall not make any alterations or modifications to any piece of Equipment. Vendor shall be liable for the cost of all work required to correct improper or substandard Service. If Vendor has any questions regarding compliance with Customer's maintenance standards or procedures, Vendor shall contact Customer's Maintenance and Repair department.

Vendor shall not be authorized to make repairs without prior approval of the customer. Customer at its option can reposition the container anywhere for necessary repairs.

Customer, at its option, may supply parts; provided, however that any Vendor supplied parts shall be billed.

Any Equipment picked-up, received, dropped-off or delivered by a Vendor designated carrier or a representative of a Vendor designated carrier or coming under the direct or indirect control of the Vendor designated carrier shall be subject to the terms and conditions of this Agreement and any such third party shall be deemed to have authority on behalf of the Vendor to execute an EIR.

4. Vendor's Obligations

4.1 Vendor shall exercise best efforts to provide the agreed Services as independent contractor of Customer in accordance with applicable industry standards.

4.2 Vendor shall have a preliminary survey of the said unit at no extra whilst gate-in and if damage found Vendor may collect container damage penalty charges in correlation to the damage from the third party who gates in the container upon strict instructions from the Customer. Furthermore the Vendor shall reimburse the collected amount in full to the customer and await further instructions from the customer with regards to the necessary repairs that needs to be done.

4.3 Vendor shall pay punctually all the above sums to the customer promptly in the course of performing this Agreement.

4.4 Vendor shall provide Estimate of repairs as well as photographs within 24 hours of the gate in of a damaged unit with no extra cost to the customer and also all the movement and stock and inventory report and status of all the units needs to be sent by the vendor to the customer on daily basis excel sheet to the customer's inventory department and maintenance and repair department. If the Vendor fails to provide

the photographs and preliminary survey of the damaged within above prescribed time, the vendor shall undertake to repair the said unit for “free of cost”.

5. Vendor shall mandatorily provide daily status report of the customer’s containers in the following format;

- a. CODECO format;
- b. WESTIM format;
- c. ASCII format.

For any query with regards to the formatting kindly contact SARJAK IT team at (support.it@sarjak.com)

6. Customer’s Obligations

6.1 Customer shall pay all sums due under this Agreement to Vendor punctually in accordance with the terms of this Agreement.

7. CY and/or Maintenance and Repair Rates, Invoicing and Conditions of Payment

7.1 Customer shall pay Vendor for Services under this Agreement fees as set forth herein.

7.2 Without limiting the generality of the foregoing sub-clause

7.1 Customer shall pay Vendor for Storage and other Services as per the table rates agreed in the main agreement.

7.3 Vendor shall, at no extra cost to Customer, provide its own office accommodation, office staff, facilities and stationery. Customer shall not be obligated to reimburse Vendor for postage and communication expenses, travelling expenses, and other out of pocket expenses incurred by Vendor in the performance Services.

7.4 Vendor for repairs cost needs to submit an estimate of repairs with photographs free of cost, and prior to commencing any Services, Vendor shall obtain authorization from Customer's local Maintenance & Repair representative.

7.5 Vendor invoices, as applicable, shall be accompanied by original back-up evidence (invoices, work orders, etc.) sufficient to prove Vendor's costs and expenses and that Vendor's subcontractors, suppliers and vendors have been paid in full.

Accordingly, Customer, at its option, shall have the right to withhold any amount payable to Vendor until Vendor has furnished to Customer satisfactory back-up evidence to any invoice or written lien releases and waivers by Vendor's subcontractors, suppliers and vendors.

7.6 All invoicing (for all billings between the parties to this Agreement) shall be presented in a timely manner and, unless otherwise provided for in this Agreement, be payable within thirty (30) days of receipt of a correct and verifiable invoice for the Services provided in accordance with this Agreement or other amounts due hereunder. Notwithstanding the foregoing, Customer shall reject any invoice for unauthorized services and Customer may reject any invoice for authorized Services not submitted within 30 days from the date of completion of such Services.

8. Vendor's Right to Assignment or Sub-Contract

Vendor shall not have the right to sub-contract any of its obligations hereunder (including those mentioned in Clauses 2, 3 and 4), nor assign or otherwise transfer any monies due or to become due hereunder without the prior written consent of Customer; provided, however, that in the event of such a subcontract, assignment or pledge, Vendor shall remain fully liable for the due performance of its obligations under this Agreement.

9. Responsibilities

9.1 Force Majeure - Neither Customer nor Vendor shall be under any liability for any failure to perform any of their obligations hereunder by reason of any cause whatsoever of any nature or kind beyond their reasonable control.

9.2 Liability to Customer and Third Parties - Vendor shall be liable to Customer and all third parties for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, (including but not limited to loss of profit or use arising from or in connection with detention of or delay to Equipment or the injury to or death of any person or damage to any property) arising from or in connection with the negligence, gross negligence or willful misconduct of Vendor, its employees, agents, subcontractors and all others acting under Vendor's direction or control in the performance of this Agreement.

9.3 Equipment - Without limiting the generality of the foregoing sub-clause 9.2, Liability to Customer and Third Parties, in the event any Equipment is lost, stolen, damaged or destroyed while in Vendor's care, custody or control, including but not limited to Equipment deemed a constructive total loss by Customer at its sole discretion, Vendor shall pay Customer compensation as set forth below in sub-clauses 9.3(i) and 9.3(ii) plus an amount equal to the applicable Detention Charge in accordance with Customer's Demurrage and Detention procedures stated on the delivery order or by request, which procedures, subject to revision from time to time, are incorporated herein by this reference; provided, however, that while settlement is pending, Saturdays, Sundays, and holidays shall be included. Such Detention Charge(s), if any, shall commence and shall continue to accrue uninterrupted until Customer receives payment for Lost, Damaged or Destroyed Equipment as follows:

(i) If Equipment is Damaged, Vendor shall pay Customer the cost of repairing such Equipment to serviceable standards; or

(ii) If Equipment is Lost, Stolen or Destroyed, including but not limited to Equipment deemed by Customer at its sole discretion a constructive total loss, Vendor shall pay

Customer replacement cost plus the cost of any special equipment or accessories outfitted on the unit

Calculation of such amounts due and owing Customer shall be made as of the date of written notification by Vendor that the Equipment was Lost, Stolen or Destroyed. Customer shall have the option to retain title to Customer Owned Equipment that is Damaged or Destroyed or transfer title to Vendor. Title to all Customer Leased Equipment shall remain with the third party lessor of such Equipment.

9.4 Indemnity - Vendor shall indemnify, defend and hold Customer harmless from and against any and all liabilities, including but not limited to suits, demands, causes of action, damages adjudged due or claims reasonably settled, penalties, costs and expenses (including reasonable attorneys' fees) arising from or in connection with:

(i) The negligence, gross negligence or willful misconduct or breach of this Agreement or violation of any applicable law or regulation by Vendor or its employees, agents,

subcontractors and all others acting under Vendor's direction or control in the course of performing Services under this Agreement, and

(ii) Claims by any of Vendor's employees for injuries or damages under the workmen's compensation or similar acts, and

(iii) Claims alleged against Customer and/or Vendor that any Services or materials provided by Vendor under this Agreement or use of Equipment repaired or maintained by Vendor by reason of such Services or materials provided by Vendor under this Agreement hereunder caused the injury to or death of any person or damage to any property, including but not limited to all third party claims arising from the injury to or death of any person or damage to any property, and

(iv) Claims by all third parties against Customer and/or Vendor for those liabilities Vendor specifically assumes in subclauses 9.2, 9.3 and 9.4 hereof.

9.5 Consequential Loss - In no event shall any claim for loss of profits or incidental, special, consequential, or liquidated damages of any nature whatsoever be made by

Vendor against Customer in any way arising from or in connection with this Agreement.

10. Insurance

Vendor at its sole cost and expense, including the cost of all deductibles, shall procure and maintain in force during the term of this Agreement insurance coverage in accordance with Customer's insurance requirements for all Vendors entitled. The vendor shall provide as evidence, insurance coverage copy to the customer.

11. Independent Contractor

With effect from the agreement date and continuing unless and until terminated as provided herein, Customer hereby appoints Vendor and Vendor hereby agrees to act as the independent contractor of Customer for purposes of Equipment care, custody, control, maintenance and/or repair, as applicable.

Vendor shall be an independent contractor in the performance of its obligations under this Agreement. Any employees of Vendor who perform duties under this Agreement shall be the employees of Vendor solely, and Customer shall not be a joint employer of any of Vendor's employees. In addition, any employees of any operator and/or company contracted by Vendor to perform any operations under this Agreement shall be the employees of such operator and/or company solely, and Customer shall not be a joint employer of any such employees.

To that end, Vendor, operator and/or company contracted by Vendor shall have the exclusive right to supervise and direct the day-to-day activities of all persons who are employed by or through them to perform under this Agreement, and they shall have sole responsibility with respect to them, including without limitation, the responsibility to determine and pay their wages and any benefits, to fulfill any applicable requirements under any collective bargaining agreements and to pay all federal, state

and local taxes or contributions imposed or required under unemployment, workers' compensation, social security, wage and income tax laws with respect to them. There shall be no direct or indirect participation by Customer in any employee relations matter concerning those persons employed by or through Vendor to perform this Agreement.

12. General Administration

12.1 Vendor shall keep Customer informed regarding any incident of which Vendor becomes aware, which gives or may give rise to claims or disputes involving third parties.

13. Auditing

Vendor shall at all times maintain and keep true and correct accounts and shall make the same available for inspection and auditing by Customer at such times as may be mutually agreed.

On the termination, for whatever reasons, of this Agreement, Vendor shall release to Customer, if so requested, the originals where possible, or otherwise certified copies, of all such accounts and all documents specifically relating to all services performed by vendor in accordance with this Agreement.

14. Inspection of Equipment

Customer shall have the right at any time after giving reasonable notice to Vendor to inspect Equipment for any reason it considers necessary. No inspection of Equipment by Customer or carrier shall constitute approval of such Equipments' condition or be deemed a waiver of the Cargoworthy requirements undertaken by Vendor.

15. Compliance with Laws and Regulations

Vendor, with respect to the Services under this Agreement, shall not do or permit to be done anything, which might cause any breach or infringement of laws and regulations in any of the places where the Equipment may trade. Vendor shall

comply with all applicable laws and regulations of government authorities. Vendor further agrees to indemnify, defend and hold harmless Customer for any loss, damage, fine, penalty or any expense whatsoever as a result of Vendor's failure to comply with all applicable laws and regulations.

16. Duration of the Agreement

This Agreement shall commence as of the date set forth herein and remain in full force and effect through the date set forth in the main agreement, the "Initial Contract Period". This Agreement shall continue Evergreen after the above mentioned period unless terminated by Customer in accordance with Clause 17 or by Vendor in accordance with Clause 21 with a minimum of thirty (30) days notice to Customer.

17. Termination

Customer may terminate this Agreement, in whole or in part at any time by written notice in accordance with Clause 21, stating the extent and effective date of such termination. Upon receipt of such notice Vendor shall, as and to the extent directed by Customer, stop the performance of Services under this Agreement and the placement of further orders or subcontracts hereunder, terminate work orders and subcontracts outstanding hereunder, and take any necessary action to protect Equipment in Vendor's possession in which Customer has or may acquire an interest. Customer's sole liability to Vendor in case of termination shall be reimbursement of the expense incurred up to and including the date and time of termination. Any such termination of this Agreement shall be without prejudice to all rights accrued between the parties prior to the date of termination.

18. Special Provisions Relating to Performance of Services

18.1 Default - Customer reserves the right to cancel this Agreement in its entirety, or in part, on account of Vendor's failure to provide the agreed services or any part

thereof, or if Vendor fails to comply with or perform any of the terms and conditions, provisions, promises or warranties of this Agreement and, upon written notice from Customer, fails to cure such failure within five (5) calendar days. Vendor shall also be liable for all damages and costs of Customer resulting from such default, regardless of any action taken by Customer to cancel this Agreement entirely or in part.

18.2 Warranties - Vendor shall keep the property free and clear of all liens, security interests, encumbrances and claims of all types, including statutory and maritime liens in favor of workmen, materialmen, subcontractors, or all others acting under Vendor's direction or control in the performance of this Agreement. Vendor shall immediately discharge all such liens and other claims. Vendor hereby waives all liens, whether possessory or otherwise in its favor, which would otherwise attach to Equipment. Vendor shall correct to the satisfaction of Customer all defects in workmanship or in materials furnished by Vendor hereunder, which develop within a period of one year (or other period if specified by the Customer whichever is longer) after completion of Services.

18.3 Taxes- Unless otherwise expressly provided on the face of this Agreement, all taxes, duties, tolls, fees, import charges or other governmental exactions shall be deemed included in the purchase price, and Customer shall have no liability to pay Vendor any amount in excess of the purchase price specified herein.

19. General Provisions

19.1 Headings - Captions used in this Agreement are for convenience of reference only and shall have no legal effect or meaning in the construction or enforcement of this Agreement.

19.2 Drafting - Whenever used in this Agreement, the singular shall include the plural and the plural shall include the singular, and the neutral gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning may require.

19.3 Severability - If, in any legal proceeding, it is determined that any provision of this Agreement is unenforceable under applicable law, then the unenforceable provision shall automatically be amended to conform to that which is enforceable under the law. In any event, the validity or enforceability of any provision shall not affect any other provision of this Agreement, and the Agreement shall be construed and enforced as if such provision had not been included.

19.4 Third Party Beneficiaries - Except as specifically provided for elsewhere in this Agreement, this Agreement shall not be construed to confer any benefit on any third party not a party to it nor shall the Agreement provide any rights to such third party to enforce its provisions.

19.5 Waiver - No benefit or right accruing to either party under this Agreement shall be waived unless the waiver is reduced to writing and signed by both Customer and Vendor. The failure of either party to exercise any of its rights under this Agreement, including but not limited to either party's failure to comply with any time limit set out in this Agreement, shall in no way constitute a waiver of those rights, nor shall such failure excuse the other party from any of its obligations under this Agreement.

19.6 Warranty of Authority - Customer and Vendor each warrant and represent that the person whose signature appears in Part I of this Agreement is its representative and is duly authorized to execute this Agreement as a binding commitment of such party.

19.7 Integration - This Agreement and all documents attached hereto or available on-line and incorporated by reference herein represent the final and complete agreement of the parties for the Services. All prior written and oral agreements with respect to the Services are superseded by and fully integrated into this Agreement. Vendor's acceptance of this Agreement is limited to the terms and conditions herein. Any written confirmation of this Agreement, or any oral understanding upon which this Agreement is based, containing proposals or terms additional to or different from those set forth herein are not binding on Customer unless Customer expressly agrees to any such proposal or term in writing. Any modification to this Agreement must be made in writing and agreed by both Customer and Vendor prior to such modification becoming effective.

19.8 Counterparts - This Agreement may be executed and delivered by each party in separate counterparts (including execution and delivery by facsimile transmission), each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement, notwithstanding that all the parties have not signed the same counterpart.

20. Law and Jurisdiction

20.1 GOVERNING LAW

It is mutually understood and agreed that both the parties will handle all cargo in accordance with all Governing Carrier Rules, Regulations and Tariffs and with all Government laws and Regulations of the respective countries. This agreement shall be governed by and construed in accordance with the laws of The Republic of India.

20.2 DISPUTES AND ARBITRATION

Any dispute or difference arising under, and/or out of or in connection with and/or relating to this agreement, which cannot be settled amicably between the parties, shall be determined by arbitration and shall be governed by Arbitration of India. Each party shall appoint one

arbitrator with power to jointly appoint an umpire, if necessary. The language of arbitration will be English and all arbitration proceedings will take place in Mumbai, India.

21. NOTICES

21.1 Any notice to be given by either party to the other party shall be in writing and may be sent by facsimile, e-mail (providing for electronic confirmation), registered or recorded mail or by personal service.

The aforementioned obligations of the both Parties in this present Container Depot Agreement are of binding legal nature by ratifying the main agreement and it is agreed that these clauses shall be treated as a part of the main agreement.