

General Terms and Conditions of Business of the Cleaning of Tankers and Tank Wagons

§ 1 Conclusion of a contract

For contracts with the cleaning company (contractor) within the scope of services according to § 2 of these General Terms and Conditions of Business, these Terms and Conditions of Business apply exclusively. As such, any deviating provisions in the general terms and conditions of business of the client are expressly rejected.

Offers of the contractor in brochures, advertisements, etc. are subject to change and non-binding, with regard to the price information as well, unless a binding assurance is expressly made.

For its work, the contractor engages in careful research and calculation. The contractor sometimes needs a certain amount of time for this purpose. As such, the client is bound to its order for five days. If the contractor does not refuse acceptance within three days after the receipt of the order, the confirmation shall be deemed to have been issued.

There are no oral side agreements.

The observance of a period of performance depends on the timely delivery from our own suppliers.

§ 2 Scope of services

The contractor offers the following services:
Internal cleaning of tankers, tank wagons and ISO tank containers, Interior cleaning of silos, Interior cleaning of IBC containers and Cleaning of associated equipment.

Cleaning is performed properly to enable deployment for the next load or use. A cleaning order is generated for each cleaning, with multi-chamber tanks being deemed to be one tank, provided that they contain the same products to be cleaned.

The contractor provides its services according to the client's wishes and information. The contractor only has to take into account change and expansion requests if, for technical reasons, they are necessary to achieve the purpose of the contract.

In the event of a material change to the contractor's contractual duties for the purpose of adjusting to the client's interests, the contractor shall charge the client for the additional work required. This also applies to a comprehensive examination of whether and under what conditions the change or expansion is feasible, to the extent that the contractor has made reference to this.

The contractor is entitled to make partial deliveries.

§ 3 Prices and payment

The list prices at the time of surrender or delivery apply. Fixed prices are only valid if, in the individual case (for example, based on an offer), the price agreement does not contain either an option to increase the price or a time limit of the fixed price agreement.

The prices do not include the statutory sales tax. Cleaning

materials, material costs and other ancillary services are not included in the price, unless otherwise agreed.

Additional services that are not included in the price list or the offer are subject to separate compensation. This applies in particular to additional expenses as a result of the necessary and reasonable utilization of third-party services, commissioned test services along with services furnished outside of business hours.

Unless otherwise stated in the order confirmation (in the alternative, the invoice), the price is net (without any deductions) and due for payment within 14 days of the invoice date.

If the client is in arrears with payment, it must pay default interest to the amount of 9% points above the base interest rate. The interest on arrears shall also accrue when the payment date is exceeded, even without a reminder.

The client must expect that the contractor will credit any payments first to older debts. If costs of legal action (such as dunning costs) have already arisen, the contractor may credit any payment of the client first to such costs, then to interest and finally to the principal service.

The contractor is entitled to demand for its services an advance payment equal to half of the total contract value.

§ 4 Deadlines, periods and performance obstacles

Delivery dates or times, which can be agreed to be binding or non-binding, must be in writing.

If the client's cooperation is required or agreed for the contractor's performance, the delivery time shall be extended by the time that the client has failed to fulfill such obligation.

In the case of delays due to changes to the client's requirements, problems with third-party products (for example, cleaning agents provided by the customer), the delivery or service deadline shall be extended correspondingly.

To the extent that the contractor is unable to furnish its contractual services, or is unable to do so on a timely basis, as a result of a labor dispute, an event of force majeure or other circumstances that are unavoidable for the contractor, no adverse legal consequences shall arise for the contractor.

If the client makes changes or additions that are not merely minor in scope, deadlines and periods that are based on the original subject matter of the contract shall be rendered invalid.

§ 5 Acceptance

The client shall immediately accept the contractor's services in accordance with the cleaning confirmation submitted by the contractor, as soon as the contractor has completed the cleaning and possible additional work, and has notified the client of this. For this purpose, the client shall check the cleaned container and all accessories for their cleanliness on the contractor's operating premises. Any complaints must be reported immediately and recorded in writing.

If the client fails to fulfill its obligation to immediately report a defect, the work shall be deemed to have been accepted. In addition, it may lose its warranty rights in accordance

with the provisions in § 7 of these General Terms and Conditions of Business, and the contractor may be released from liability under § 8 of these General Terms and Conditions of Business.

The contractor's services shall also be deemed to be accepted if the client removes the cleaned container from the contractor's operating premises without the prior notification of any defect, or itself fills it or has it filled by a third party.

§ 6 Duty to cooperate

In a timely and truthful manner, the client shall provide necessary data, in particular the input material contained in the tank (product to be cleaned), the next intended loading, technical conditions and special requirements.

It confirms the correctness of such information by presenting the freight documents and delivery notes and by its signature. Incorrect or incomplete information on the part of the client will lead to the complete exclusion of the contractor's liability and warranty.

The client is responsible for sufficient resources and information within the scope of its duty to cooperate. It is responsible for the sufficient expertise of its employees from a professional and technical point of view. To the extent that the client provides cleaning agents or materials, it has to ensure that they are available in sufficient quantity.

If the contractor considers this necessary, the client shall provide a chemical analysis of the input material. The contractor is not obligated to check the client's information regarding the product to be cleaned or the next loading, or to point out possible incompatibilities, unless statutory provisions are violated or such a determination is obvious. This also applies with regard to the suitability of cleaning agents or materials provided by the client.

The client must completely empty the container for it to be cleaned. To the extent that residual quantities are present in the container, the client shall have the duty to inform the contractor prior to the commencement of the cleaning. In order to detect any residual quantities, the contractor and the client are to carry out a joint inspection. Any quantities that are detected are to be measured, noted on the cleaning order and confirmed by the client. If a fixed residual quantity is exceeded, the contractor shall charge the client for separate disposal costs according to the price list.

§ 7 Warranty

The contractor shall replace or replace any defective deliveries or services within the warranty period of 12 months beginning with the date of acceptance or the date of the event triggering the acceptance, after notification of the client. The contractor shall remedy the defects free of charge, or shall provide the client with a corrected cleaning document free of charge. Any expenses going beyond this shall be billed according to expenditure.

Under unfavorable circumstances, multiple subsequent improvements may be required. Deviations that affect the suitability for known use (for example, the next loading) shall be deemed to be defects.

Claims for defects shall not exist if the defect is only insignificant (that is, it does not have any significant effect on the known use), if it is based on a cleaning agent or

material provided by the customer or if it is based on false information provided by the client with regard to the product to be cleaned or the next loading. Claims for defects are also excluded to the extent that they relate to the defective cleaning of non-visible parts, or are based on residual quantities or incorrect information of the pre-existing material.

"If the supplementary performance fails within a deadline set by the client for supplementary performance, whereby the contractor is entitled to two subsequent improvements, the client may assert the additional statutory rights."

If there are obvious defects that an average customer would easily notice, the customer must complain to the contractor after completion, before the container to be cleaned leaves the contractor's operating premises. Any defects that are not obvious must be reported to the contractor within ten business days of the detection. Otherwise, warranty claims arising from such defects cannot be asserted. The defects are to be described in as much detail as possible.

§ 8 Liability

We shall be liable without limitation only for intentional acts and gross negligence (including our statutory representatives and vicarious agents) and for injuries to life, limb and health. Likewise, we shall be liable without limitation for the delivery of guarantees, if a defect covered by this specifically triggers our liability. Further, there shall be no limit to liability resulting from hazardous circumstances (in particular, under the German Product Liability Act (Produkthaftungsgesetz)). This shall not affect any liability under the basic principles of the recourse of the business under § 478 f. of the BGB.

In the case of any other culpable violation of material contractual duties (cardinal duties), our remaining liability shall be limited to foreseeable damages that are typical for contracts.

In all other respects, our liability shall be – regardless of the legal grounds (in particular, claims arising from the violation of contractual principal and ancillary duties, tortious actions and other liability in tort) – barred.

The same (exclusions, limitations and exceptions) shall apply to claims arising from culpability upon the conclusion of a contract.

An exclusion or limitation of our liability shall also cover our statutory representatives and vicarious agents.

A reversal of the burden of proof is not intended. Cardinal duties are material contractual duties, that is, such duties that give the contract its character and on which the contracting party may rely; these comprise the essential rights and duties that create the conditions for the performance of the contract and that are indispensable for the achievement of the purpose of the contract.

§ 9 Claims for damages of the client

The client shall compensate the contractor for all damages caused to the contractor through the use of cleaning agents or materials provided by the client. Furthermore, the client must compensate the contractor for all damages based on false information provided by the client, in particular with regard to the product to be cleaned or the next loading. In all cases, this also includes indirect consequential damages.

§ 10 Data protection and secrecy

The contractor shall store the client's data (such as its address and bank details) required in the course of the initiation and handling of the contract.

Connecting a network to the Internet creates the possibility of the misuse of data. In particular, the client must therefore make known to the contractor sensitive data as such, so that such data is protected separately from unauthorized access.

The preceding paragraphs also apply to subcontractors or other third parties engaged by the contractor to fulfill the order.

Both contracting parties shall keep confidential any information marked as confidential of which they become aware under the contract.

§ 11 Withdrawal

If, despite a prior expert assessment, it is only during the course of proper processing that the order is not feasible for reasons for which the contractor is not responsible, the contractor may withdraw from the contract. In the event of a withdrawal from the contract, the client shall only have a claim to the free return of the item in the respective state.

This shall not affect the right to terminate the contract for good cause.

§ 12 Notifications

To the extent that the contracting parties agree by electronic mail (email), they acknowledge the unlimited effectiveness of declarations of intent submitted in this manner in accordance with the following provisions.

The email must include the name and email address of the sender, the point in time of sending (date and time) and a repetition of the sender's name at the end of the message.

Confidentiality is not guaranteed for data transmitted on the internet without being encrypted. Each contracting party shall provide on its part, at the request of the other contracting party, a coordinated encryption system.

Any email received within the framework of the preceding provisions will be deemed to be from the other party, subject to proof to the contrary.

The binding nature of the email, and thus the text form, applies to all declarations that entail the usual handling of a contract. On the other hand, text form cannot be used for a termination or declarations that are expressly requested by a contracting partner, contrary to this agreement, in written form.

§ 13 Applicable law and place of performance

The contracting parties agree on the application of German law with regard to all legal relationships arising from this contractual relationship. In cross-border commerce as well, German law applies, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

As the place of performance for all mutual services arising from the contract, the place of cleaning is agreed among

merchants. In such a case, the place of cleaning is agreed to be the area of jurisdiction.

§ 14 Severability clause

If any provision of these General Terms and Conditions of Business is or becomes invalid, the other terms and conditions shall remain in effect in all other respects. The contracting parties shall replace the invalid provision with an effective provision that comes closest to the economic intention of the contracting parties, unless the nullity of the provision is based on a provision that serves to protect a contracting party.