

# **CTC GENERAL TERMS & CONDITIONS FOR TANK CLEANING**

## **ARTICLE 1: APPLICABLE PROVISIONS**

- § 1 Unless explicitly agreed otherwise in writing in advance, and insofar as they are not in violation of compulsory law and public order, these “CTC General Terms & Conditions for Tank Cleaning” will apply to all offers, order confirmations and all agreed performances of any kind of the Cleaning Company, in particular but not exclusively those related to the cleaning of a receiver and/or its accessories or the heating of a load, and to any additional work.
- § 2 Any possible non-applicability or invalidity of one or more provisions of these terms and conditions will not affect the applicability and validity of the other provisions. The Cleaning Company and the Client will immediately make every necessary effort to replace the concerned provision by a valid one that comes close to the original intention of the parties.
- § 3 In the event that the Cleaning Company for any reason cannot appeal to the contents of the “CTC General Terms & Conditions for Tank Cleaning”, this may not by any manner or means be interpreted as a disclaimer of its right to appeal to these “CTC General Terms & Conditions for Tank Cleaning” for other performances.
- § 4 The applicability of the Client’s general terms and conditions is hereby expressly precluded.
- § 5 All transports performed within the framework of the Cleaning Agreement are subject to the provisions of international treaties and compulsory law applicable to the concerned transport (CMR complemented by the General Terms and Conditions for Road Transport, as stated at the back of the CMR waybill insofar as Belgian waybill forms are involved and insofar as they are not violating relevant compulsory legislation, CIM, ...). The applicable version of the General Terms and Conditions for Road Transport in the event concerned is the version on the date of implementation of the Cleaning Agreement.
- § 6 All performances of Logistic Services performed within the framework of the Cleaning Agreement are subject to the “General Logistic Terms and Conditions” insofar as not otherwise stipulated in these “CTC General Terms & Conditions for Tank Cleaning”.  
The applicable version of these “General Logistic Terms and Conditions” in the event concerned is the version on the date of implementation of the Cleaning Agreement.
- The mere performance of any work by the Cleaning Company, even without being described or included in offers, order confirmations or other writings, constitutes the agreement and is subject to the applicability of the present General Conditions.
- § 7 It is agreed that the subordinates and appointees of the Principal are authorized to enter into agreements on behalf of the Principal enter into agreements with the Cleaning Company, which agreements shall be subject to the terms and conditions of the written agreement existing between the Cleaning Company and the Principal.

- § 8 Once a contract has been concluded with application of these General Terms and Conditions, these Terms and Conditions shall continue to apply to all future cleaning work and cleaning agreements between the Principal and the Cleaning Company , unless expressly agreed otherwise.
- § 9 Payment terms are governed by the individual payment and invoice terms of the Cleaning Company.

## **ARTICLE 2 : DEFINITIONS**

- §1 “CTC”: Committee Tank Cleaning, the Belgian Federation of Tank Cleaners, a non-profit society with full legal entitlement, statutory residing at 1020 Brussels at Stapelhuisstraat 5 A.
- §2 “Cleaning Company”: a company affiliated with CTC, which has pledged itself towards its Client to clean a receiver and/or its accessories or to heat a load.
- § 3 “Cleaning Agreement”: the agreement between the Cleaning Company and the Client regarding the cleaning of a receiver and/or its accessories or to heat a load.
- §4 “vessel”: any tank container, tanker truck, intermediate bulk container (IBC), rail tank wagon, silo tank, removable tank, fixed tank (non-removable tanker carriage) offered for cleaning by the Client.
- § 5 “Client”: the contractual counterparty of the Cleaning Company.
- § 6 “cleaning”: to “wash or otherwise prepare” a receiver and/or its accessories according to the instructions and order given by the Client.
- §7 “ clean ” : EFTCO definition of clean; a receiver and/or accessories is regarded as clean when no visible traces or scent of the last load or cleansing agent is present anymore at inspection, on the understanding that such inspection for a receiver is done from the manholes.
- §8 “ Heating ” : keeping or bringing a load up to a temperature specified by the Client through connecting steam, hot water or electricity on the heating facilities attached to the vessel.
- § 9 “accessories”: the materials other than a vessel (such as, but not limited to couplings, detachable pipes, hoses, fittings, ...) whether or not detached from the vessel, as presented for cleaning by the Client.
- §10 “ General Terms and Conditions for Road Transport ”: the General Terms and Conditions for Road Transport drawn up by FEBETRA (Royal Federation of Belgian Transporters and Logistic Service Providers), Transport en Logistiek Vlaanderen and UPTR, as stated at the back of the CMR waybill insofar as Belgian waybill forms are concerned. The version of the "General Terms and Conditions for Road Transport" that is applicable in the actual situation is the version that applies at the moment of the implementation of the Cleaning Agreement (see website <http://www.febetra.be> for the latest version).

§11 “ Logistic Services ” : all agreed performances of any kind that are related to the handling and distribution of goods (other than the Cleaning Agreement) such as, among others, but not limited to receipt, stock up, storage, discharge, stock control, order handling, preparing for delivery, invoicing, ... with regard to the goods and the connected information exchange and its management.

§ 12 « General Logistic Terms and Conditions » : The “ General Logistic Terms and Conditions ” as drawn up by FEBETRA, Transport en Logistiek Vlaanderen, UPTR, BELOTRA, FEBETRA’s logistic cell, the Royal Association of Managers of Movements of Goods, and Vlaams Logistiek Verbond, deposited at the Registry of the Chamber of Commerce and Industry in Antwerp and Waasland. The version of the "General Logistic Terms and Conditions" that is applicable in the actual situation, is the version that applies at the moment of the implementation of the Cleaning Agreement (see website <http://www.febetra.be> for the latest version).

§ 13 MSDS : Material Safety Data Sheet

### **ARTICLE 3 : SPECIFICATIONS AND OFFERS**

All specifications and offers by the Cleaning Company are noncommittal, unless otherwise agreed.

### **ARTICLE 4 : OBLIGATIONS AND LIABILITY OF THE CLEANING COMPANY**

§ 1 The Cleaning Company will execute the Cleaning Agreement according to the Client’s instructions and order, and on the Client’s responsibility.

The Cleaning Company will not be liable for direct or indirect damage or any consequential costs resulting from incorrect or incomplete or inaccurate data provided by the Client.

§ 2 The order for cleaning a vessel does not by any means automatically include an order to clean its accessories. If the Client gives an order to clean accessories, then he must expressly specify which accessories must be cleaned.

§ 3 The Cleaning Company will ensure that the vessel and/or its accessories and/or load will be handled with the care of a prudent man whilst observing the precautions specified by the Client. The Cleaning Company will see to the proper workings of the equipment used for the implementation of its Cleaning Agreement.

§ 4 The Cleaning Company will underwrite an obligation of means, not an obligation to produce a certain result.

§ 5 The Cleaning Company will not be liable for any damage to or loss of the vessels and the load, unless the damage was caused by the Cleaning Company intentionally.

§ 6 If the Cleaning Agreement is not executed according to the order, due to the Cleaning Company’s concretely proven culpability, then the Cleaning

Company's liability is in all respects limited to re-executing the agreed operation. Any further damages will not be due.

- § 7 If damage was caused to the load during its heating, due to the Cleaning Company's concretely proven liability, then the Cleaning Company's liability will be limited to the amounts stated hereinafter, provided that under no circumstance more will be paid than the actual damage if it is less than the limit stated herein: to a maximum of 8.33 special drawing rights (S.T.R.) per kilogramme of lost or damaged goods (as determined and applied by the CMR Geneva Convention of May 16, 1956).

## **ARTICLE 5 : OBLIGATIONS AND LIABILITY OF THE CLIENT**

- §1 When offering a vessel and/or accessories and/or a load for the execution of the Cleaning Agreement, the client is obligated to provide all useful and necessary details in writing, of which he knows or should know, that may be important for the execution of the Cleaning Agreement and that are necessary to ensure that the cleaning order can be carried out under circumstances that are safe and harmless for the personnel, the installation and the equipment of the Cleaning Company and of any Third Parties, and that the cleaning order can take place under normal and customary working methods.
- §2 By way of example, but not exhaustively, when offering the vessel and/or the accessories and/or the load, the Client must among other things state:
- a. What was the load last transported (with accurate description of the load and the nature of the load, technical specifications, any possible danger class, MSDS-document, ...)
  - b. For chemical goods, the Client must provide to the Cleaning Company a properly completed MSDS product safety information sheet
  - c. Whether there is still any residue in the vessel and/or its accessories and if so, which quantity (at which the quantity of residue and, if applicable, its destination is established in consultation with the Cleaning Company and at the expense of the Client, unless otherwise agreed)
  - d. If the residue or load last transported concerns hazardous goods, then the Client must provide to the Cleaning Company all documents and instructions as stated in the relevant conventions and instructions, such as ADR, ADN, IMDG, ...
  - e. The client's specific cleaning and heating requirements required from the Cleaning Company (such as among other things method, procedure to be used, products to be used, forbidden products, heating medium, maximum working pressure, maximum power, maximum heating temperature, ...)
  - f. Accurate description of the exact vessels and/or accessories to be cleaned, and (if applicable) which specific accessory must be cleaned

- g. Accurate description of the load to be heated
- h. The specific hazards and safety and precautionary measures to be taken, which must be observed in view of the nature or the defects of the receivers and/or accessories and/or load to be cleaned and/or heated (among other things, but not exclusively: technical specification of the vessel, of the load to be treated, (e.g. Unloaded under nitrogen, tank under pressure, danger class, ...))
- i. Response to any additional queries of the Cleaning Company.

§ 3 In the case of an order for heating, the Client is also obligated:

- A. to ensure good-working accessories, including among other things, but not exclusively: good-working temperature gauges, heating systems, bottom valves, etc.
- B. the positioning of the temperature gauge should be so that the temperature of the liquid can be measured regardless of the liquid level.

§ 4 At the Cleaning Company's request, the Client is obligated to complete and sign a questionnaire, on which all details will be stated that relate to the cleaning and the heating, and also any specific additional details.

Obtaining the Client's instructions and completing a form or questionnaire by the Client does not entail any liability for the Cleaning Company.

Completing this questionnaire or this form does not by any manner or means relieve the Client from the other obligations pursuant to current article 5 of the "CTC Tank Cleaning General Terms & Conditions", which remain in full force.

§ 5 The Cleaning Company is entitled to rely on the details and statements provided by the Client without being held to examine their accuracy, correctness and completeness.

§ 6 The Client will be responsible for any costs and damages that the Cleaning Company would sustain as a result of the inaccuracy or the defectiveness of the aforementioned information or documents.

The Client is also responsible for any damages (direct or indirect) to the environment, damages or personal injury that the Cleaning Company, its personnel or any third parties would suffer as a result of insufficient information regarding the nature of the goods.

§7 When using the Cleaning Company premises, The Client is liable to pay for any damages caused, by its representatives, the vehicle, the vessel, the accessories and the load.

§ 8 The Client is obligated to comply with the instructions given to him within the framework of the safety of his materials, receivers and/or accessories and/or load, as well as the Cleaning Company's materials, installations and premises and personnel.

- § 9 The Client is liable towards the Cleaning Company and also towards third parties for any damages and costs resulting from the fact that the instructions given by the Cleaning Company were carried out incorrectly and/or incompletely by the Client.
- § 10 The Client is also obligated to integrally indemnify the Cleaning Company, as regards principal amount, interests and costs, against claims from third parties for damages to the environment or to third parties (including the Principal's subordinates as well as its subcontractors and their personnel), directly or indirectly caused by the execution of the instructions of the Principal, by the vessel and/or its accessories and/or the load, or by an act or a neglect by the Client, his subordinates and any other persons whose services are used by the Client, and any persons from the Client's side whom the Cleaning Company had to allow on its premises or its installations.
- § 11 In addition to the agreed price for the Cleaning Agreement, the Client must also pay the expenses made by the Cleaning Company with regard to any possible additional work as well as the costs within the set term of payment.
- § 12 The Client is committed to observe confidentiality towards third parties with regard to the facts and details known to him based on the Cleaning Agreement.
- § 13 The Client is obliged to accept any adjustment of rates with regard to expenses and/or bearing costs (including any possible new taxes) that are unknown at the moment of signing the Cleaning Agreement, and that the Client would also have had to bear if the Client would execute the activities mentioned in this agreement at his own expense.
- § 14 Unless expressly otherwise agreed in writing, the Client will take out an insurance policy for the receiver, the accessories and the load against, among other things, fire, lightning, damages, explosion, aircraft crash, storm damage, water damage, flooding and burglary, including disclaimer of redress from the insurers against the Cleaning Company and from any other third parties.

#### **ARTICLE 6 : ACCEPTANCE**

After executing the cleaning agreement, the cleaning document will be signed by the Client or his employee or agent, as correct and for conformal cleaning.

When there are no reasoned comments with regard to the cleaned vessel and/or accessories before leaving the Cleaning Company's premises, it will be assumed that the Client has accepted the vessel and the accessories as well-cleaned and in good state.

When there are no reasoned comments with regard to the heated load before leaving the Cleaning Company's premises, it will be assumed that the heating order has been executed properly and the Client will be assumed to have accepted the load in good state.

Any claim against the Cleaning Company shall expire if no legal action has been instituted against the Cleaning Company within a period of nine months after the Customer's equipment has left the premises of the Cleaning Company before the court that has jurisdiction according to these General Terms and Conditions. The delay of 9 months is calculated in accordance with the provisions of the Belgian Judicial Code.

## **ARTICLE 7 : FORCE MAJEURE**

The Cleaning Company is not liable for damage or loss resulting from force majeure.

In the case of force majeure, the Cleaning Company has the right to suspend the execution of the Cleaning Agreement and to annul the agreement without judicial intervention, without being compelled to pay any damages.

## **ARTICLE 8 : SURETIES AND LIEN**

- § 1 The Cleaning Company will have a lien on the vessels, the accessories and the load it is holding in relation to the Cleaning Agreement, towards any party demanding surrender thereof.
- § 2 The Cleaning Company may only execute the lien to the extent of what is due to it or will be within the framework of the Cleaning Agreement. It may also execute this lien for what the Client is still due to it with respect to earlier cleaning orders.
- § 3 If a dispute arises at the payment with regard to the amount due or if a calculation is necessary for the determination thereof, which cannot be performed rapidly, then the Client who demands delivery will be compelled to immediately pay that part, about which the parties agree on its payability, and to provide surety for the payment of the part disputed by him, or of the part of which the amount has not yet been determined.
- § 4 All goods, receivers, accessories, loads, monies and documents held by the Cleaning Company pursuant to the Cleaning Agreement, will serve as collateral to him for all claims he may have against the Client.
- § 5 If the Client fails to pay the amounts due by him to the Cleaning Company and for which the Cleaning Company has a lien or right of distraint pursuant to the previous paragraphs, then according to the law of 05.05.1872 the Cleaning Company will have the right – after obtained approval by a court of law – to sell the goods it holds at the Client's expense and to compensate itself from the proceeds for all amounts due with regard to the goods.
- § 6 At its own discretion, the Cleaning Company may by request, replace the collateral by a surety of equal value.

## **ARTICLE 9 : APPLICABLE LAW AND JURISDICTION**

- § 1 All agreements to which the “CTC General Terms & Conditions for Tank Cleaning” apply, will be subject to Belgian law at the time of the execution of the contract.
- § 2 Any dispute regarding validity, interpretation or implementation of an agreement to which the "CTC General Terms & Conditions for Tank Cleaning" apply, will belong to the jurisdiction of the courts of law that have territorial jurisdiction for the Cleaning Company's registered office.

**ARTICLE 10 : PRIORITY CLAUSE**

The official version of these CTC General Terms & Conditions for Tank Cleaning has been drawn up in the Dutch language. In the case of any dispute regarding the interpretation of these CTC General Terms & Conditions for Tank Cleaning, the Dutch text will have priority over any possible versions in other languages or translations.

**ARTICLE 11 : PUBLIC INSPECTION**

The text of the CTC General Tank Cleaning Conditions can also be viewed on the website: [www.ctc-belgium.be](http://www.ctc-belgium.be).