



Commissie Tank Cleaning v.z.w.
Commission Tank Cleaning a.s.b.l.

CTC GENERAL TANK CLEANING CONDITIONS

Article 1: Applicability of Stipulations

§1. Except where agreed otherwise in advance, expressly and in writing, the CTC General Conditions of Tank Cleaning apply to all price quotes, order confirmations and/or agreements concluded by the cleaning company with the Principal for the cleaning of a recipient or for the heating of equipment and load.

§2. If the cleaning company does not invoke the stipulations of these conditions in certain cases, this does not mean that the cleaning company waives its right to invoke these conditions in a different case. Deviations from these General conditions must be confirmed between the Principal and the cleaning company in advance, in writing.

§3. The individual payment conditions of the cleaning company are applicable to payments.

§4. The General Conditions for Road Transport and General Logistical Conditions, most recent version, also apply to the own transportation or shipping of the Principal's equipment, in as much as there are no deviations in these CTC General Conditions of Tank Cleaning.

Article 2: Definitions

Explanation of terms used in these General Conditions:

§1. **Cleaning Company:** the company which is affiliated with CTC, which has committed itself with regard to the Principal to clean and/or heat one or more recipients.

§2. **Principal:** the other contractual party of the cleaning company.

§3. **Recipient:** every tank container, road tanker, Intermediate Bulk Container (IBC), tank wagon, silo wagon, removable tank, fixed tank (non-articulated road tanker) and all other equipment that is presented by the Principal for cleaning.

§4: **'Clean':** a tank shall be regarded as "clean" when there are no longer visible traces or odour from the previous product, or cleaning product present on inspection via the inspection covers.





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§5: **General Conditions for Road transport:** General Conditions as established by the Convention on the Contract for the International Carriage of Goods by Road, CMR Convention for short, signed in Geneva on 19.05.1956 and approved by the law of 04.09.1962 as well as the clauses of the Protocol to the aforesaid convention, signed in Geneva on 05.07.1978 and ratified by the law of 25.04.1983. the law of 3 May 1999 relating to the transport of items by road (Belgian Official Gazette 30 June 1999), its enforcement decrees and the General Conditions for Road Transport drawn up by FEBETRA (*the Royal Federation of Belgian Transporters and Logistical Service Providers*, 5A Stapelhuisstraat, 1020 Brussels) also apply.

§6: **General Logistical Conditions:** General Conditions, drawn up by BELOTRA / Logistical cell of FEBETRA and the Koninklijk Verbond der Beheerders of Goederenstromen (*Royal Federation of Administrators of the Movement of Goods*), on 27 November 2003 deposited at the Registry of the Antwerp and Waasland Chamber of Commerce and Industry.

§7: **CTC:** Commissie Tankcleaning, the Belgian Federation of Tank Cleaners, non-profit association with full entitlement to rights, with statutory registered office in Brussels since 23 February 1998 at 5A Stapelhuisstraat, 1020 Brussels.

§8. **Heating:** the maintenance at, or bringing up to a temperature indicated by the Principal, of load and tank by means of connecting steam, hot water or electricity to the facilities applied to the tank for heating purposes.

Article 3: Price Quotes

All price quotes relating to a cleaning agreement for material and equipment are free of obligation, unless agreed otherwise.

A price quote becomes definitive if the latter is expressly recognised as such by both parties in writing.





Article 4: Availability of Information

§1. The Principal should, at the request of the cleaning company at the time of giving the order, in writing place the cleaning company in possession of all information, which it is capable or should be capable of providing, and which it knows or should know is of interest to the cleaning company.

§2. Supplementary to Article 4 §1 the Principal is in any case, at minimum, obliged to divulge:

- a. the load most recently transported,
- b. whether there is load residue still present in the recipient, and if so what quantity, at which time the quantity of the load residue is to be established in consultation with the cleaning company, unless the Principal has agreed on a different arrangement,
- c. the Principal's specific cleaning requirements,
- d. any remaining instructions relating to cleaning.

§3. The Principal is obliged to supply all information linked to the safety of the cleaning company's staff and installation (e.g. discharged using nitrogen, pressurised tank, etc.)

§4. For the heating and/or maintenance of the temperature of the equipment the Principal must reveal the heating medium and the operating method to be followed. The Principal is also obliged to inform the cleaning company, in writing, of:

- a. the nature of the load,
- b. the technical specifications of the equipment including the maximum operating pressure, maximum capacity, and the maximum heating temperature. The Principal may likewise mention any other indication, which he considers to be of use.

The Principal is also obliged:

- a. to provide fully functioning appendages including a fully functioning temperature meter and heating system.
- b. The temperature meter should be positioned so that the temperature of the liquid can be measured regardless of the level of the liquid.

The cleaning company is not obliged to check the internal state of the equipment or the quality of the load.

§5. The Principal is obliged, at the request of the cleaning company, to complete and sign a form upon which all information relating to the cleaning/heating is mentioned (plus any specific information).





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§6. The cleaning company may depend on the information and declarations provided without obligation to investigate the accuracy and the completeness of that information, and is entitled, but not obliged, to check the accuracy and completeness of this information and these declarations.

§7. The cleaning company is to clean the recipient and the accessories in compliance with the information and the instruction, provided by the Principal. The cleaning company is not liable for any direct or indirect damage, arising out of incorrect or inaccurate information provided by the Principal.

§8. If the stipulations of this Article concerning the information to be provided are not satisfied, the cleaning company may still carry out the work, but can request a further remuneration for this.

Article 5: Instructions

§1. The cleaning company is to ensure that the equipment is handled under the observance of the precautionary measures provided by the Principal and shall ensure due diligence in the matter.

§2. The Principal is obliged to follow instructions, which are given him in the framework of the safety guarantees of his equipment, and the equipment and the persons of the cleaning company. The Principal is liable to the cleaning company and also to third parties for all damage and costs arising out of the fact that the instructions given by the cleaning company were incorrectly and/or incompletely carried out by the Principal.

Article 6: Acceptance

§1 After the work has been carried out, the cleaning document is to be signed for approval and compliant cleaning, by the Principal or his appointee. In the absence of justified remarks relating to the cleaned recipient, prior to departure from the cleaning company's premises, the cleaned recipient and the equipment shall be presumed to have been accepted by the Principal as properly cleaned and in good condition.





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Article 7: Liability of the Cleaning Company

§1. The cleaning company endorses an obligation to provide a means and not an obligation to provide a result.

§2. The transport company is obliged to compensate the cleaning company for any damage caused during time spent on its premises, by the vehicle or its contents.

§3. If due to the fault of the cleaning company the cleaning, heating, or maintenance at temperature, is not executed in compliance with the instruction, the liability of the cleaning company is limited to the re-execution of the agreed process.

Article 8: Force Majeure

In the event of force majeure the cleaning company has the right without judicial intervention to suspend the execution of the agreement, or to disband the agreement, without being obliged to pay any compensation for damage for this.

Article 9: Possessory Lien

The cleaning company is entitled to withhold goods, monies and documents for the account and at the risk of the Principal and/or owner until all claimable claims of the cleaning company have been settled in full.

Article 10: Disputes

All disputes are to be subject to the exclusive competency of the courts and tribunals of the place where the cleaning company's registered office is located. Belgian Law applies to this agreement.

