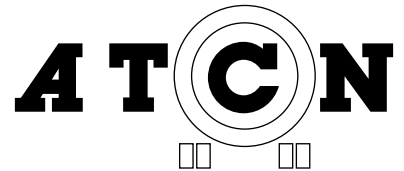


# ATCN GENERAL TERMS AND CONDITIONS OF TANK CLEANING



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## Clause 1 - Applicability of the provisions

1. Unless expressly agreed otherwise in writing, the ATCN General Terms and Conditions of Tank Cleaning shall apply to all offers, order confirmations and/or agreements concluded by the cleaning company with the ordering party.
2. The applicability of the general terms and conditions of the ordering party in respect of the offers, order confirmations and agreements referred to in sub-clause 5 of this clause shall, unless expressly provided for otherwise in writing by the cleaning company, be expressly rejected.
3. Once an agreement has been concluded which is subject to these ATCN General Terms and Conditions of Tank Cleaning, these terms and conditions shall also apply to any future offers, order confirmations and agreements.
4. Should the cleaning company not invoke, where applicable, any of the provisions of these terms and conditions, this shall not mean that the cleaning company has relinquished its right to invoke these provisions on another occasion.
5. The general terms of payment of the federation of Dutch transport organisations Koninklijk Nederlands Vervoer - Goederenvervoer Nederland as most recently amended and filed at the office of the District Court of The Hague shall apply in respect of payments.
6. The general terms and conditions of carriage Algemene Vervoerscondities and the general terms and conditions of tanker transportation Algemene Tankvervoerscondities as most recently amended shall also apply in respect of the transportation of the materials of the ordering party and/or having such materials transported, in so far as these ATCN General Terms and Conditions of Tank Cleaning do not deviate therefrom.
7. The ATCN General Terms and Conditions of Tank Cleaning shall apply in respect of orders for the cleaning of materials and equipment placed with - and carried out by - the relevant ATCN tank cleaning company (hereinafter referred to as the cleaning company).
8. The ATCN General Terms and Conditions of Tank Cleaning shall apply in respect of the heating up of materials and cargo.

## Clause 2 - Definitions

In these general terms and conditions, the following terms shall have the following meanings:

1. **Cleaning company:** a company affiliated with the ATCN which has undertaken, vis-à-vis its ordering party, to clean one or more objects, which may or may not be undertaken in combination with the heating up of tanks.
2. **Ordering party:** the contractual opposite party vis-à-vis the cleaning company.
3. **Object:** every (tank) container, (tank) lorry, Intermediate Bulk Container (IBC), Mini Tank Container (MTC), tank wagon or any other material offered by the ordering party for cleaning.
4. **Tank:** a tank-container or a tank with a capacity greater than 1m<sup>3</sup>, it being either a fixed tank, detachable tank or a tank battery.
  - a. **Tank-container:** a device to aid transportation - of a permanent nature and which is therefore strong enough for repeated use;  
- which has been specially designed to facilitate the transportation of goods on one or more means of transport, without the need for interim re-loading;  
- equipped with fittings which facilitate the use of the device, in particular, when transferring the goods from one means of transport to another;
  - which has been designed to facilitate filling and emptying and which has a capacity of 0.45m<sup>3</sup>;
  - which has been designed to contain substances in liquid, gas, powder or granular form.
- b. **Fixed tank:** a tank which has been permanently mounted on a vehicle (thereby changing it into a tank lorry) or a tank which forms an integral part of such a vehicle.
- c. **Detachable tank:** a tank with a capacity greater than 1,000 litres, this not being a fixed tank, tank-container or a tank battery, which has not been designed for the transportation of substances without interim re-loading and which normally cannot be treated unless the tank is empty.
- d. **Tank battery:** a unit consisting of different containers (called elements), the individual average capacity of which is greater than 150 litres, which are linked by a gathering line and which have been permanently mounted on a fitting.
5. **Tank lorry:** a vehicle and/or tank trailer, whether or not built to transport substances in a liquid, gas, powder or granular form, equipped with one or more tanks as well as the fittings made available by the carrier, including the loading and unloading material.
6. **Cleaning:** all work related to the cleaning of an object.
7. **General Terms and Conditions of Carriage:** the General Terms and Conditions of Carriage Algemene Vervoerscondities 1983 (AVC) in the version most recently amended by the foundation Stichting Vervoeradres and filed at the office of the District Court in Amsterdam and Rotterdam.
8. **General Tanker Transportation Conditions:** the General Tanker Transportation Conditions Algemene Tankvervoerscondities for the carriage of bulk cargo by road in the version most recently amended by the foundation Stichting Vervoeradres and filed at the office of the District Court in Amsterdam and Rotterdam.
9. **ATCN:** the Association of Tankcleaning Companies in the Netherlands which has had full legal capacity with registered office in The Hague since 16 November 1993.

10. **Heating up:** bringing the cargo and tank up to a temperature specified by the ordering party or maintaining such temperature by means of connecting steam, warm water or electricity to the fittings on the tank intended for this purpose.

## Clause 3 - Offers

All offers relating to an agreement for cleaning material and equipment shall be without obligation, unless otherwise agreed. An offer shall become a firm agreement upon its being expressly acknowledged to be such by the parties in writing.

## Clause 4 - Making information available

1. When placing the order the ordering party shall, on the request of the cleaning company, make available all such information, in written form, to the cleaning company as the ordering party is able or should be able to furnish and which he knows or should know to be important for the cleaning company.
2. In addition to the provision of clause 4 (1), the ordering party shall, in any event, be obliged to furnish information on the following in writing:
  - a. what the substance of the last cargo carried was;
  - b. whether any residual cargo is present in the tank, and if so, how much, in terms of which the quantity of residual cargo shall be determined in consultation with the cleaning crew, unless a different arrangement has been agreed with the ordering party;
  - c. the cleaning method desired by the ordering party;
  - d. any other instructions relating to the cleaning process.
3. As regards the heating up of and/or maintaining a specific temperature in respect of the material, the ordering party must inform the cleaning company of the heating and working method to be followed. The ordering party shall furthermore be obliged to inform the cleaning company in writing of:
  - a. the nature of the cargo;
  - b. the technical specifications of the material, including the maximum working pressure and/or maximum capacity.
4. On the request of the cleaning company, the ordering party shall fill out and sign a form on which all data relating to the cleaning/heating up process shall be stated (plus special specifications, if applicable).
5. The cleaning company may rely on the information and declarations provided without any obligation to investigate whether such information and declarations are accurate and complete and shall furthermore be entitled, but not obliged, to have the information and declarations checked for accuracy and completeness.
6. The ordering party shall guarantee the accuracy and completeness of the information and declarations provided and shall be liable in respect of the cleaning company as well as in respect of third parties for any damage and costs arising from any inaccuracy and/or incompleteness of the information provided by the ordering party.
7. The cleaning company shall be entitled to refuse to accept work should the stipulations of this article in respect of the provision of information not be fulfilled. The handling fee related to this shall be for the account of the ordering party.

## Clause 5 - Instructions

1. The cleaning company shall ensure that the material is handled with due observance of the precautionary measures stipulated by the ordering party and shall take all due care in this regard.
2. The ordering party shall comply without delay with any instructions given to him as part of the measures to ensure the safety of his materials and of the materials and staff of the cleaning company. The ordering party shall therefore be liable in respect of the cleaning company as well as in respect of third parties for any damage and costs arising from any failure on the part of the ordering party to carry out the instructions given by the cleaning company correctly and/or in full.

## Clause 6 - Acceptance

1. Upon completion of the cleaning process, the ordering party shall sign in acknowledgement of receipt of the cleaned material and equipment and any other work carried out. Should no justified reservations be expressed in respect of the state of the cleanliness, it shall be assumed that the ordering party has accepted the cleaned object and equipment as having been properly cleaned and as being in a good condition.
2. Should the ordering party not lodge a more detailed complaint within 3 months, to be calculated from the date on which the cleaning process was carried out, the ordering party shall forfeit all claims against the cleaning company.

## Clause 7 - Inspection

Any inspection carried out by the ordering party shall be carried out on the premises of the cleaning company. Once the object has left the premises, the ordering party shall cease to have any right of complaint.

## Clause 8 - Liability of the cleaning company

1. The cleaning company shall, notwithstanding the provision of sub-clause 2 of this article, not be liable for any damage which the

- ordering party or his staff may incur as a result of, or which has any connection whatsoever to, the implementation of the given order.
2. Should, as a result of fault on the part of the cleaning company, the cleaning, heating up and/or maintaining of a specific temperature not be carried out in accordance with the order, the liability of the cleaning company shall be limited to the obligation to offer to repeat the cleaning process.

## Clause 9 - Force majeure

In the case of force majeure, the cleaning company shall, at its choice and without judicial intervention, be entitled to suspend the execution of the agreement or to dissolve the agreement, without it being liable to pay any compensation as a result thereof.

## Clause 10 - Indemnification

The cleaning company may rely on these terms and conditions in respect of any claims brought against it for whatever reason and by whomsoever. Should the ordering party fail to fulfil any obligation imposed upon him by law or these terms and conditions, the ordering party shall indemnify the cleaning company - without prejudice to any other provisions of these terms and conditions - against any damage which the ordering party may suffer as a result of claims brought against the ordering party by a third party in connection with the cleaning or heating up process.

## Clause 11 - Heating up agreement per event

Unless expressly agreed otherwise, agreements shall be concluded per material unit per heating up event and/or per event of maintaining a specific temperature level.

## Clause 12 - Loading

Upon the commencement of the heating up agreement, the ordering party shall be obliged to present the cargo exclusively in properly sealed material. The load factor shall leave sufficient room for the expansion of the cargo and/or pressure build-up as a result of the heating up, in terms of which the statutory provisions applicable to the load factor shall, in any event, never be exceeded.

## Clause 13 - Duty of care of the ordering party in respect of the heating up

1. The ordering party shall ensure the presence of properly functioning accessories, including a properly functioning temperature gauge and heating system.
2. The temperature gauge must be placed in such a position that the temperature of the liquid can be measured regardless of the level of the liquid. The cleaning company shall not be obliged to check the internal condition of the material nor the quality of the cargo.

## Clause 14 - Costs of urgent maintenance

Any costs incurred by the cleaning company in respect of urgent maintenance work on material presented for heating up and/or maintaining a specific temperature shall be for the account of the ordering party.

## Clause 15 - Right of retention

The cleaning company shall be entitled to retain possession of goods, monies and documents for the account and risk of the ordering party and/or owner until any due and payable claims of the cleaning company have been paid.

## Clause 16 - Disputes

All disputes - including those which are considered to be disputes by only one of the parties - arising between the cleaning company and the ordering party as a result of or in connection with any agreements to which the present terms and conditions apply shall be submitted exclusively to the competent court in The Hague. The relationship between the ordering party and the cleaning company shall be governed by Dutch law.

Deviations from these general terms and conditions of delivery and payment shall be valid only if expressly agreed in writing. In the case of any deviation from one or more of the provisions of these terms and conditions, the remaining provisions shall remain in full force unless expressly agreed otherwise in writing. All terms and conditions used by the ordering party shall be expressly rejected, unless expressly agreed otherwise in writing.

Filed by the ATCN at the office of the District Court in The Hague on 18 June 2001.