



GHEYS GENERAL TANK CLEANING TERMS AND CONDITIONS

Article 1. Scope.

Unless otherwise agreed in writing, GHEYS general tank cleaning terms and conditions apply to all tank cleaning activities by BELGIAN CLEANING CENTER NV, abbreviated to B.C.C., with registered office at 3580 Beringen, Industrieweg 156 and with company number 0472.050.894.

Different terms and conditions and regulations of the Customer shall not apply, unless these have expressly been accepted in writing.

In the absence of stipulations in the present terms and conditions, the general tank cleaning terms and conditions of the Belgian Professional Association of Tank Cleaners VZW, in short CTC will apply.

Any temporary deviation between GHEYS and a Customer from the terms of these GHEYS GENERAL TANK CLEANING TERMS AND CONDITIONS in the manner of their execution shall in no way be construed as a modification or renewal of these terms, so that their provisions shall remain in force at all times.

The non-exercise by GHEYS of any right or recourse granted to it in the GHEYS GENERAL TANK CLEANING TERMS AND CONDITIONS shall never be construed as a waiver of such right or recourse.

Article 2. Definitions

a. **Cleaning company:** Belgian Cleaning Center NV, abbreviated B.C.C.,

b. **Cleaning agreement:** the agreement between Belgian Cleaning Center, abbreviated B.C.C. and the Customer in relation to cleaning recipients and/or accessories.

c. **Customer:** the party who charged B.C.C. with a cleaning order.

d. **Contractor:** Belgian Cleaning Center performing the cleaning activities in implementation of the Customer's assignment.

e. **Recipient:** every bulk vehicle, tank container, silo wagon, removable tank, fixed tank presented by the customer for cleaning.

f. **Accessories:** the material, other than a container (including but not limited to fittings, discharge pipes, hoses and fittings, etc.) whether or not separate from the container presented by the customer for the purpose of cleaning.

g. **CTC:** Tank Cleaning Commission, the Belgian Federation of Tank Cleaners, not-for-profit association, with registered office at 1020 Brussels, Stapelhuisstraat 5A.

Article 3. Quotation

Technical data in a quotation are purely indicative and should be regarded as approximate values. B.C.C. reserves the right to make technical changes if, in its opinion, this serves the purpose of the Assignment. The final bill will be drawn up according to the services and hours actually worked, materials used, etc., not according to the units stated in the quotation.

Article 4. Acceptance

4.1. After the cleaning task has been completed, the cleaning document shall be signed by the customer or his appointed or authorised representative for approval and confirmation of proper cleaning.

4.2. In the absence of substantiated comments with regard to the cleaned container and/or accessories before leaving GHEYS' premises, it shall be assumed that the Customer has accepted the container and accessories for proper cleaning and in good condition.

Article 5. Obligations and liability of the Cleaning Company

5.1. Belgian Cleaning Center N.V. relies on the information provided by the Customer, is not obliged to verify that it is correct and complete and is therefore not liable for direct or indirect damage resulting from incorrect or incomplete or inaccurate data provided by the Customer.

5.2. The assignment to clean a container does not automatically include the order to clean accessories. If the customer wishes accessories to be cleaned, he must explicitly order this and explicitly state which accessories must be cleaned.

5.3. Belgian Cleaning Center carries out the cleaning assignment in accordance with professional standards and with due care. Belgian Cleaning Center will monitor the proper functioning of the equipment used to perform the Cleaning Agreement.

5.4. Belgian Cleaning Center subscribes to an obligation of means and not an obligation of result.

5.5. Belgian Cleaning Center is not liable for any immaterial and/or consequential damage. Its subordinates and auxiliary persons shall not be liable for damage arising in any way whatsoever, unless caused by its intent or equivalent fault. In any event, this liability shall be limited to repeating the agreed action. No other compensation shall be due.

Article 6. Obligations and liability of the Customer

6.1. When offering a container and/or accessories with a view to performing the Cleaning Agreement, the customer is obliged to provide Belgian Cleaning Center in writing with all useful and necessary information that he knows or should know may be important for the performance of the agreement and that is necessary for the performance of the assignment under safe, harmless and non-hazardous conditions for the personnel, the installation and the equipment of Belgian Cleaning Center and third parties and that it may take place under normal and customary working methods.

6.2. By way of example, but not exhaustively, the Customer must, among other

things, inform us in writing when offering the container and/or the accessories of:

- the last load carried (with precise description of the load and its nature, technical specifications, hazard class if any, etc.);
- For chemical goods, the customer must provide a duly completed MSDS product safety data sheet to Belgian Cleaning Center.
- Whether or not there is residual load and/or accessories in the container and, if so, what quantity (the quantity of residual load and its possible destination being determined in consultation with B.C.C. and at the expense of the customer, unless another arrangement has been agreed);
- The specific hazards and safety and precautionary measures to be taken into account having regard to the nature or the defects of the containers and/or accessories which must be cleaned, including but not limited to the technical specifications of the container to be treated and of the load (e.g. nitrogen discharged, pressure tank, hazard class, etc.)
- Any additional information requested by the Contractor.

6.3. The customer is responsible for any costs and damage that Belgian Cleaning Center may suffer as a result of the inaccuracy or inadequacy of the above-mentioned information or documents. The customer is also responsible for any damage (direct or indirect) to the environment, damage or personal injury that Belgian Cleaning Center, its staff or third parties may suffer as a result of insufficient information regarding the nature of the goods.

6.4. The customer is liable for any damage caused by the objects to be cleaned and the persons and means of transport involved during the stay on the premises of Belgian Cleaning Center, or as a result thereof, and he indemnifies Belgian Cleaning Center against claims by third parties in this respect.

6.5. The customer must follow the instructions given to him in relation to guaranteeing his own safety, the safety of his material, containers and/or accessories as well as the material, installations, premises and personnel of Belgian Cleaning Center.

6.6. The customer is liable to Belgian Cleaning Center as well as to third parties for all damage and costs resulting from failing to correctly and/or completely comply with the instructions given by Belgian Cleaning Center.

6.7. The customer is also obliged to fully indemnify Belgian Cleaning Center, in principal, interest and costs, against claims by third parties in respect of damage caused directly or indirectly by the container and/or the accessories to the environment and/or to third parties, or by an act or omission by the customer, his subordinates and all other persons whose services are used by the customer, as well as all persons Belgian Cleaning Center had to allow on its premises or its installations on the part of the customer.

6.8. In addition to the agreed price for the Cleaning Agreement, the customer is also obliged to pay the costs incurred by Belgian Cleaning Center with regard to any additional work that may be performed, as well as the costs within the set payment term.

6.9. The customer is obliged to observe confidentiality towards third parties with regard to the facts and data disclosed to him in the context of the Cleaning Agreement.

6.10. The customer is obliged to accept any adjustment of rates with regard to making expenses and/or bearing costs (including any new taxes) that are unprecedented at the time of signing the Cleaning Agreement and that the customer would also have incurred if he had carried out the activities mentioned in this agreement at his own expense.

6.11. Unless expressly agreed otherwise, the customer must ensure that the container and/or accessories which are object of the Cleaning Agreement are insured against fire, lightning, damage, explosion, aircraft crashes, storm and water damage, flooding and burglary, including waiver of recourse by the insurers against Belgian Cleaning Center and all other third parties.

Article 7. Prices and payment

7.1. All prices indicated by Belgian Cleaning Center are net prices excluding VAT. All levies or taxes on the goods and services to be supplied are at the expense of the customer. Bank and other costs resulting from e.g. exchange rate changes, international transfers etc. shall be borne by the customer.

7.2. Unless explicitly agreed otherwise, all invoices from Belgian Cleaning Center are payable on the due date stated on the invoice and at the registered office of Belgian Cleaning Center. In the absence of a due date, the invoices must be paid no later than 30 days from the invoice date.

In the event of non-payment of an invoice on its due date or any other indication of insolvency on the part of the Customer, Belgian Cleaning Center is entitled to demand cash payment from the Customer and/or to make the issue of the cleaning document confirming cleaning dependent on payment of the invoice.

7.3. Any objections regarding GHEYS invoices must be submitted in writing within 8 calendar days of receipt of the invoice, by e-mail to ar@gheys.com or by registered letter. Electronic invoices shall be considered to have been received on the date of sending. Invoices sent by post shall be considered to have been received 10 days after the invoice date. If no objection is submitted within the aforementioned period, the invoice shall be considered to have been accepted irrevocably and without reservation. Protests made after the aforementioned term shall not be admissible.

7.4. The protest must clearly specify whether all or part of the invoice is being protested. In the event of a partial protest, the amount to which the protest relates must be clearly stated. Although the invoice remains due and payable regardless of the objection, the customer undertakes, in the event of a partial objection, to immediately pay at least the undisputed amount or the amount corresponding to the undisputed part in accordance with these terms and conditions, without this provision in any way affecting the indebtedness and the due and payable nature of the other parts and amounts and the applicability of these terms and conditions to them.

7.5. If an invoice is not paid on the due date, interest shall become payable ipso

jure and without requiring notice of default at the rate provided for in the Act of 2 August 2002 on combating late payments in commercial transactions in implementation of European Directive 2000/35/EC of 29 June 2000.

7.6. If interest as referred to in the previous paragraph is due, GHEYS shall be entitled, ipso jure and without requiring notice of default, to payment of a fixed fee with a minimum of 10% of the amount not paid by the Customer. The granting of this reasonable compensation of 10% shall not preclude the awarding of litigation costs, if any, or of any other proven costs of recovery.

7.7. Any non-payment of an invoice on the due date shall automatically result in the payability of the balance of all other invoices, including those which are not yet due, and shall justify the termination of all commercial relationships with the defaulting customer.

7.8. Set-off between the amounts claimed by GHEYS and any amounts claimed from GHEYS cannot be applied. The Customer expressly waives his right to claim a set-off in relation to GHEYS, whereby the parties expressly deviate from Article 1291 et seq. of the Civil Code. The Customer is therefore not permitted to offset GHEYS's invoices against any claims it may have against GHEYS, even if they are related to the agreement and even if they are certain, of a fixed amount and payable.

Article 8. Prescription

All claims to which the tank cleaning may give rise expire after one year from the day following the day when the customer has or should have become aware of the fact or incident that gives rise to the claim. On pain of expiry, any claim must be reported in writing within 7 working days of the end of the cleaning activities.

Article 9. Applicable law and competent court

All agreements and contractual relationships between GHEYS and a customer are governed exclusively by Belgian law.

With regard to disputes between the parties, the courts and tribunals of Antwerp, Limburg division thereof, shall have jurisdiction, without prejudice to GHEYS's right to appeal to another competent court. This jurisdiction is exclusive except for actions that would fall within the scope of the CMR Convention.

Article 10. Translation

The Dutch version of these terms and conditions is the original and takes precedence over the translation in the event of possible contradictions or differences in interpretation.