

## **CLEANING ORDER**



<b>Company Information</b>			Tank information			References		
Company name			Name driver	Name driver			Customer ref.nr.	
Adress			Lorry nr.			CMR ref.nr.		
City			Container nr.	Container nr.			Date	
Country			Licence plate			Time of arrival		
Client name	<u>:</u>							
(If other than trucking company)								
Lorry trai	ler		☐ Silo	□ Ti	ippler $\Box$	Container	☐ Tank	
Tank cond	dition		☐ Aluminium	☐ S <sup>t</sup>	tainless steel $\ \square$	coated	□ rubberized	
Safety inf	ormatio	on	☐ Tank under p	ressure	e □ Nitrogen in	tank 🗌 soli	id, no pressure	
Product information			☐ Chemicals	Chemicals		Feed	□ solid	
						_	□ liquid	
Previous product								
Compartm.	Size	Product nam	e/description			UN nr.	Manhole (pcs)	
1	m³							
2	m³							
3	m³							
4	m³							
5	m³							
Previous products to be mentioned on cleaning document								
1								
2								
_								
Cleaning process								
$\square$ W01 Residue $\square$ neutral pH $\square$ $\square$ $\square$ $\square$ (Hot air) drying $\square$ $\square$ $\square$ $\square$ Cleaning of airlines								
$\square$ P01 Cold water spin $\square$ P26 Koscher procedure $\square$ E40 Cleaning of dip tube $\square$ E65 Pump cleaning								
					E50 Hose cleaning (pcs) $\Box$ E66 Cleaning of filter (pcs)			
□ P50 Chem	sat. 🗆 T90 Vac	•	☐ <i>E51</i>	E51 Cleaning of hose box				
□ P51 Steam			) test		E55 Cleaning ancillaries (pcs)    E95 External cleaning			
Wat Pociduo					Weight note nr.			
W01 Residue kg					Weight note in.			
Cleaning agent requests					Other requests			
3 - 3 - 3 - 4 - 4 - 4 - 4 - 4 - 4 - 4 -					·			
Undersigned confirms this cleaning order is filled out according to the truth and has taken knowledge of the local regulations concerning safety rules. The produced European Cleaning Document (ECD) and, if applicable, sealing								
constitutes only the confirmation that the recipient is cleaned by the cleaning station conform this cleaning order								
and conform the EFTCO definition of "clean". Undersigned must check, in the name of the transporter, the qualities of the cleaning and, if applicable, to seal before departure. All performed activities resulting in accordance with								
this cleaning order are agreed under "the general conditions of tank cleaning of AVR GmbH" (overleaf). The completing and undersigning of the cleaning order implies the knowledge and acceptance of the above-mentioned								
general conditions, without any restrictions of the transporter. Undersigned has read and understood the local cleaning company's safety rules and procedures and will follow up accordingly.								
		arety rules and						
Corresponding ECD number					Signiture driver			

## GENERAL TERMS AND CONDITIONS FOR TANK CLEANING



- 1.) All commissioned tank (or tanker) cleaning services in the context of current and/or future business relationships with AVR GmbH are based on the following terms and conditions. Divergent, conflicting or additional terms and conditions of the customer, even if known, are not part of the contract, unless their validity has been explicitly approved by AVR GmbH in writing.
- 2.) The cleaning order is based solely on the information provided by the customer. If no reservations are expressed in writing by the customer before order issue, each driver or dispatcher/contact person of a lorry, container, freight wagon or other container to be cleaned is empowered to place an order on behalf of the keeper or owner of the vehicle or container.
- 3.) Each customer is obliged to fully and correctly specify the previous loads of the container, as well as the nature and extent of cleaning, so that after performance of this work it meets the requirements and/or legal obligations in effect for the customer. Without such specifications, AVR GmbH will perform proper and professional cleaning in accordance with the least demanding technical and legal requirements.
- 4.) AVR GmbH is entitled, without stating additional reasons, to refuse interior cleaning of containers which have not been completely emptied, or to send any residues for proper disposal or recycling. Resulting additional costs, up to the amount of the actual disposal costs plus a surcharge of 50% for analysis, arrangements for the disposal, and the like, shall be borne by the customer.
- 5.) After cleaning has been carried out and the cleaned container has been accepted, the relevant order has been fulfilled. Any defects in cleaning are to be reported immediately, otherwise all entitlement to claims will be lost
  - for accompanied tanks, immediately (within 3 hours)
  - for unaccompanied tanks, within 2 weekdays and will be remedied exclusively by re-cleaning (improvement). If such a complaint is alleged, the customer shall immediately return the container, lorry, car etc to the cleaning plant.
- 6.) AVR is not liable for lack of cleaning success due to incomplete or incorrect information provided by the customer. Incidentally, AVR GmbH is only responsible for the technically and professional correct implementation of the cleaning service, but not for a specific success of the cleaning. Unless otherwise specified in writing, AVR GmbH confirms cleanliness only to the extent that no residue or odour from the last cargo or cleaning agent can be determined through visual inspection from the dome cover.
  - Liability for the cleaning of parts that cannot be seen is completely excluded (e.g. non-visible parts of the boiler, the inlet and outlet pipes, hoses, pumps, air lines, tank outlet supports, manifolds, etc.). For unalloyed steel tanks, the occurrence of superficial rust is possible and shall not be considered a defect. Should a subsequent cleaning be required despite proper execution of the cleaning, the customer shall provide compensation for this. AVR GmbH shall only be liable for intentional acts and gross negligence. Claims for compensation are in any event limited to 15 times the amount of the cleaning fee.
- 7.) Any offsetting of claims of the customer against claims of AVR GmbH from other cleaning orders is expressly excluded, unless these have been recognised or established by a court.
- 8.) Insofar as there is no written agreement, the compensation for the work will be determined by the underlying offer of AVR GmbH; otherwise the last displayed or published list prices apply. The invoiced services shall be paid in cash and without any deductions after the cleaning has been performed. In the case of late payment, the statutory default interest, reminder fees and the costs of recovery by a lawyer will be charged pursuant to Section 1333 of the General Civil Code (ABGB). In the case of an agreed written invoice, payment shall be made within 3 days from receipt of the invoice by the customer. AVR GmbH reserves the right to require prepayment for services.
- 9.) The place of performance and exclusive place of jurisdiction is Vienna. Only Austrian law shall apply.