

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 weekdaysand 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.