



GENERAL TERMS & CONDITIONS

Eikelenboom Cleaning Bergen op Zoom BV (E.C.B.) en Eikelenboom Cleaning Amsterdam BV (E.C.A.),
With its registered office at Bongaertsweg 2, 4612 PL, Bergen op Zoom, Netherlands.

Date: November 2013 Version: 3

Scope

The Eikelenboom Cleaning General Terms and Conditions apply to all quotations, offers and agreements between Eikelenboom Cleaning and the party who has concluded an agreement with Eikelenboom Cleaning (principal or customer), unless both parties have expressly departed from these terms and conditions in writing (and not contrary to applicable (international) law or regulation). By accepting the quotation, offer or agreement, all parties involved are assumed to implicitly accept these General Terms and Conditions, latest edition. The General Terms and Conditions can be sent free of charge, and are registered at the Chamber of Commerce in Breda, Netherlands. Applicable is always the most recent version or the version at the time of quotation / agreement. Eikelenboom Cleaning is entitled to amend these general terms and conditions at any time. Amendments will come into force 1 month after written notification. All our agreements as well as all disputes arising therefrom are subject to Dutch law and/or regulation. These Terms and Conditions are translated, only the Dutch text is binding.

The following agreements and regulation are applicable to all our quotations, offers and agreements (most recent version):

- ATCN General Terms and Conditions of Tank Cleaning, available at www.atcn.nl

Next or in addition to the above-mentioned conditions, the following conditions are applicable to all our quotations, offers and agreements:

Tariff-clause

In general, all our quotations and offers are valid for a period of 1 year, unless otherwise agreed in writing.

All tariffs mentioned are applicable in case of the following conditions / requirements:

- no more than 20 kg of remaining product in the tank;
- rates for removing and handling of remaining product (exceeding 20 Kg / Ltr): € 57,75 per 100 Kg / Ltr, excluding labour- and energy costs;
- no contamination with other products is observable from the inside of the respective tank;
- the tank contains a bottom outlet;
- the tank itself is in good condition, on the outside as well as the inside, with main lits placed at the centre of the upper side of the tank (max. 25000 ltr);
- the bottom hatch can be removed without specific handling or equipment.
- for all services conducted during weekends an extra allowance will be charged.

The tariffs do not include the following:

- labour costs for mounting / demounting equipment;
- cleaning of jumbo trailers / containers with a double / high capacity;
- cleaning of specific equipment, for instance additional filters;
- additional or deviating cleaning procedures.

Payment conditions

Payment takes place within 30 days after the invoice date. The general terms of payment of the federation of Dutch transport organisations Koninklijk Nederlands Vervoer – Goederenvervoer Nederland - as most recently amended and filed shall apply to all payments.

Safety

When drivers execute activities on Eikelenboom's premises, in the cleaning bays, or on top of tanks or tankcontainers, these activities are at own risk. Before entering the washing bays, drivers should wear protective clothing, shoes and gloves. Eikelenboom does not supply this gear. Without explicit permission from Eikelenboom, it is prohibited for drivers to control the cleaning equipment or enter the (technical) cleaning installation facilities. Drivers should bear in mind possible slippery floors and the temperature of the cleaning water and cleaned equipment.

Liability

1. All objects situated at Eikelenboom Cleaning's premises remain there entirely at the principal's risk.
2. Orders agreed with Eikelenboom Cleaning form an obligation of performance, and not an obligations of result.
3. The nature and extent of contracted operations is determined by means of information supplied by the principal. This includes specification or details concerning the last load (pre-load). Eikelenboom is not required, but is however entitled to verify this information.
4. Instructions issued by Eikelenboom Cleaning in carrying out the order should be followed up by the principal or its personnel.
5. With the exception of the circumstances mentioned in the 6th point, Eikelenboom Cleaning is not responsible for any damage incurred by the principal or its personnel as a consequence of any related activity whatever required to carry out the order. All forms of damage are mend in using the term "damage".
6. If through a fault solely made by Eikelenboom Cleaning the respective tank is not cleaned in accordance with the order, the liability of Eikelenboom Cleaning is restricted to the performance of a subsequent cleaning operation.
7. The right to request a subsequent cleaning operation lapses once receipt of the respective tank lorry has been made. The departure of Eikelenboom Cleaning's premises defines having taken receipt of the vehicle.