

# TANKCLEAN SWEDEN AB

## Terms and Conditions of Tank Cleaning

### 1 GENERAL

1.1 These terms and conditions (the “**Terms**”) apply between Tankclean Sweden AB, a limited liability company incorporated under the laws of Sweden, company registration number 556200-8283 (“**us**”, “**we**” or “**Tankclean**”), and you as an ordering party (“**you**”, “**Ordering Party**” or “**Client**”), upon your ordering and use of the Services.

### 2 DEFINITION

2.1 When applicable, the following terms shall have the meaning ascribed to them below:

“**Clean**”, as set out by EFTCO, meaning that there are no visible traces or odour of the last product or cleaning agent following an inspection from the man-lids.

“**EFTCO**” is the European Federation of Tanker Cleaning Organisations.

“**Object**” is the tank-containers, vessels, vehicles and other objects or machinery that has been furnished for cleaning by the Ordering Party. The Object shall be specified in each order of Service.

### 3 THE SERVICES

3.1 Tankclean provides services within cleaning, terminal handling, storage, workshop, heating, transport of containers and other connected areas (the “**Service**”). Tankclean shall perform the Service according to the standards set out by EFTCO. The Service is considered to be completed when the Object is Clean.

3.2 Tankclean will use all reasonable endeavours and resources to carry out the Service within the time requested by the Client. However, all messages regarding times and time frames announced by us are estimates and the Ordering Party shall therefore not be able to hold Tankclean liable for loss or damages occurring through failure or inability to meet such timeframes, unless we have expressly guaranteed such certain timeframe.

3.3 For haulage services all businesses are transacted according to the latest version of Swedish haulage association’s (Sveriges Åkeriföretag) terms and conditions: ALLTRANS 2007 and BULK 91.

### 4 PRICES, PAYMENT AND RETENTION

4.1 The prices are determined in accordance with the price list provided by Tankclean at the given time.

4.2 All quotations are based on the information provided by the Ordering Party and without any prior inspection of or report on the Object. Tankclean may therefore increase the quoted price according to the condition of the Object and the amount of work needed in each case.

4.3 Payment is due within thirty (30) days from the invoice date. Interest on overdue payment will be charged according to the Swedish Interest Act (*sw. Räntelagen*) (1975:635).

4.4 Tankclean shall have the right to retain the Client’s Objects until all issued and due invoices are payed or have been settled in full.

### 5 INFORMATION

5.1 The Ordering Party shall, when placing an order, provide Tankclean with all such necessary information regarding the Object that the Ordering Party is able or should be able to provide and which the Ordering Party should know is of importance for Tankclean and for carrying out the Service.

5.2 Such information may be, but is not excluded to, information about:

- a. the substance of the last cargo carried,
- b. whether any residual cargo is present in the Object, and if so, how much,
- c. the cleaning method desired by the Ordering Party, and
- d. special requests related to the performance of the Service.

5.3 The Ordering Party guarantees that the provided information is accurate and complete and shall therefore be liable in respect to any claims arising out of damages due to incorrect information.

5.4 Tankclean shall be able to rely on the information provided by the Ordering Party, and shall therefore not be under any obligation to investigate whether such information is accurate.

5.5 Tankclean shall be entitled to refuse to carry out the Service if the Ordering Party fails to provide information according to this clause 5.

### 6 INSTRUCTIONS

6.1 Tankclean will strive to ensure that the Object is handled under the observance of the precautionary measures provided by the Ordering Party.

6.2 The Ordering Party shall be obliged to follow and comply with such instructions provided by Tankclean or any representative of Tankclean in order to ensure the safety of the Object and the equipment and staff of Tankclean.

### 7 ACCEPTANCE AND INSPECTION

7.1 After the completion of the Service, the Ordering Party shall sign an approval, acknowledging that the ordered Service is completed.

7.2 If there are no justified remarks relating to the Object or the performance of the Service, the Object and the performance of the Service shall be presumed to have been accepted by the Ordering Party. Should there be any remarks, and should the Ordering Party not file a more detailed complaint before signing of the approval, the Ordering Party shall lose the possibility to claim any compensation related to the Service.

7.3 Any inspection regarding the Service shall be carried out on the premises of Tankclean. Once the Object has left the said premises, the Ordering Party shall no longer have a right of complaint regarding the Service.

**8 TANKCLEAN'S LIABILITY**

- 8.1 Tankclean shall not be liable for any damage that may occur due to the actions of the Ordering Party or any representative/staff of the Ordering Party.
- 8.2 If Tankclean should fail to clean the Object according to the standards set out by EFTCO, Tankclean will perform the Service of the Object again at no further cost. Should the Object considered to be Clean after the additional cleaning is made, the Ordering Company shall forfeit any potential claims regarding the first cleaning of the Object.
- 8.3 The Ordering Party acknowledges and agrees to indemnify and keep Tankclean harmless from any claims made by any third party for any potential damages, unless the damage has been caused by Tankclean's negligence or intent.

**9 INSURANCE**

- 9.1 Tankclean doesn't provide insurance for equipment owned by or managed by the customer while being stored at any of Tankclean's locations.
- 9.2 Tankclean doesn't provide insurance for goods (typically liquid chemicals loaded in tankcontainers) while being stored at any of Tankclean's locations.

**10 FAILURE TO COLLECT OBJECT**

- 10.1 If the Ordering Party fails to collect the Object on the agreed time, Tankclean will notify the Ordering Company in writing. Tankclean reserves the right to charge the Ordering Company for storage until the Object is collected.
- 10.2 Should the Ordering Company fail to collect the Object within twenty-one (21) days from the notice in clause 10.1, Tankclean reserves the right to (i) sell any uncollected Object and (ii) retain the costs of cleaning, storage and sales of the Object.

**11 FORCE MAJEURE**

- 11.1 The parties shall be relieved from liability for a failure to perform any obligation under these Terms during such period and to the extent that the due performance thereof by either of the parties is prevented by reason of any circumstance beyond the control of the parties, such as war, warlike hostilities, mobilisation, civil war, fire, flood, changes in laws and regulations or in the interpretation thereof, acts of authorities, labour disputes, blockades, major accidents or other circumstances of similar importance.
- 11.2 The party desiring to invoke an event of force majeure shall give immediate notice to the other party of the commencement and the cessation of such event of force majeure, failing which the party shall not be discharged from liability for any non-performance caused by such event of force majeure.

**12 GOVERNING LAW AND DISPUTE RESOLUTION**

- 12.1 These Terms shall be governed by and construed in accordance with the laws of Sweden.
- 12.2 Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled Swedish public court, with Gothenburg District Court as the first instance.
-