

General Terms & Conditions of Seifert Service GmbH for Tank and Internal Silo Cleaning

§ 1 Area of Application

These General Terms & Conditions apply to all cleaning contracts concluded with Seifert Service GmbH (Contractor) within the scope of services pursuant to § 3. By commissioning the Contractor, the customer (Client) accepts the validity of the General Terms & Conditions. No other terms and conditions apply in principle.

§ 2 Order Placement

2.1 The cleaning order is placed by the Client filling out the cleaning order at the Contractor's premises. The Client is responsible for the accuracy and completeness of the information provided when the order is placed.

2.2 If accessories are to be cleaned, this must be stated when the order is placed; in the case of hoses, the number of hoses must be specified and the ones to be cleaned must be clearly identifiable.

§ 3 Scope of Performance

3.1 The following services may form part of the cleaning order:

- internal tank cleaning
- internal silo cleaning
- cleaning of associated accessories/equipment (hoses, couplings etc.)
- cleaning of air ducts on the transport container

3.2 Internal cleaning of tanks/silos and all accessories of road vehicles is carried out properly. A cleaning order is created for each tank/silo, whereby tanks and silos with several chambers are counted as one tank/silo, providing the chambers to be cleaned have held the same products.

3.3 The Contractor shall perform modified or additional services at the Client's request, if these are necessary for contractual fulfilment and are reasonable. The Client shall bear the additional costs associated with these services. This also applies to a thorough examination of whether and under what conditions the modification or addition is feasible, insofar as the Contractor has informed the Client of this.

3.4 The Contractor is entitled to provide partial services.

§ 4 Prices and Payment

4.1 The prices indicated to the Client at the time of cleaning shall apply. In the event a framework agreement has been concluded, the prices in said agreement shall apply. Prices do not include the applicable statutory VAT.

4.2 Cleaning agents and material costs are not included in the price, but shall be calculated separately.

4.3 Additional services that are not included in the cleaning order are settled separately. This applies especially to extra costs incurred in the course of commissioned test services and services provided outside of working hours.

4.4 The Contractor is entitled to request advance payment for its services in the amount of half of the total order value. Payments should otherwise be made without delay after the cleaning work is complete.

4.5 The Contractor has a right of retention.

§ 5 Service Schedule

The Contractor shall provide the services as soon as possible once the order is placed. The Client shall likewise fulfil its obligations without undue delay (see § 6, e.g. bringing into the cleaning hall, providing accessories etc.).

§ 6 Client's Obligations to Cooperate

6.1 The Client shall provide accurate information on the cleaning order form, especially the nature of the primary material contained in the tank/silo (product to be cleaned), the next intended loading date, technical conditions and any special requirements. The Client shall confirm the accuracy of this information by submitting the transport documents and delivery notes and/or by signing.

6.2 The Client is responsible for ensuring that its agents have sufficient skills from a professional and technical perspective.

6.3 If the Contractor deems it necessary, the Client shall provide a chemical analysis (at least a product datasheet) for the primary material.

6.4 The Contractor is not obliged to check the Client's information with regard to the product to be cleaned or the next loading, or to point out potential incompatibilities, unless this violates legal requirements or the discrepancy is obvious.

6.5 The Client shall empty the container completely before presenting it for cleaning. If there is any residue in the container, the Client shall inform the Contractor before cleaning begins. A joint inspection shall be performed by the Contractor and the Client to identify any residue. Detected residue shall be measured, noted on the cleaning order and confirmed by the Client. The Client shall bear the separate disposal costs proportionate to the expense if the amount of residue exceeds a stipulated level.

6.6 The Client is responsible for driving in and out of the cleaning halls

§ 7 Inspection Obligation, Defect Notification, Acceptance

7.1 The Client shall accept the Contractor's work without delay by means of the cleaning confirmation, as soon as the cleaning and any additional work are complete. To do so, the Client shall inspect the cleanliness of the cleaned container and all accessories at the Contractor's premises and, if a defect is apparent, shall inform the Contractor of this without delay.

7.2 The Contractor's services shall also be deemed accepted without complaint if the Client removes the cleaned container from the Contractor's premises, without first notifying the Contractor of apparent defects. However, this shall not apply if the Contractor has concealed the defect in bad faith.

§ 8 Guarantee

8.1 The Contractor guarantees its services as defect-free for one year after acceptance with regard to suitability for standard use or use as stipulated in the contract. Deviations that impair suitability for known use (e.g. next loading) are deemed to be defects. The Client shall have no claim for defects if the defect in question is only insignificant, especially if the impact on known use is insubstantial, or if it is due to false information provided by the Client about the product to be cleaned or the next loading.

8.2 The Contractor must be informed in writing without delay if defects become apparent after acceptance of the work. The work shall be deemed defect-free if the Client fails to inform the Contractor of the defect in question.

8.3 Multiple rectifications may be required under unfavourable conditions. If the supplementary performance fails to rectify the defect within a period set by the Client, the Client is then entitled to demand the cancellation of the contract or a reduction in price.

8.4 Claims for defects do not arise, insofar as timely notification of defects has not occurred pursuant to § 7 of these General Terms & Conditions and the claim is based on this defect.

8.5 If the Contractor is not responsible for defects reported by the Client, the Client shall reimburse the Contractor for the time spent and all incurred costs at the usual rates.

§ 9 Liability

9.1 The Contractor is liable without limitation for all damage caused by wilful intent or gross negligence on the part of itself, its legal representatives, senior executives, or agents.

9.2 In the case of slight negligence, the Contractor is liable for injury to life, body or health, likewise without limitation.

9.3 The Contractor is otherwise only liable if it, its legal representatives, senior executives or agents violate a contractual commitment essential for fulfilment of the contractual purpose (cardinal obligation, i.e. an obligation whose fulfilment facilitates proper execution of the contract in the first place and on which the contractual partner regularly relies or may rely). In such cases, the liability is limited to compensation for foreseeable, typically occurring damage.

9.4 The Contractor's liability pursuant to the German Product Liability Act always remains unaffected by any restrictions.

9.5 The Contractor is not liable if damage occurs as the result of false information provided by the Client, especially relating to the product to be cleaned or the next loading. Nor is the Contractor liable if timely notification of defects has not occurred and the liability is based on this defect.

9.6 The above regulations apply analogously to the Contractor's employees or agents or to other people acting on the Contractor's behalf.

§ 10 Peculiarities of the Guarantee/Liability

10.1 The Contractor is regularly unaware of technical details relating to the container to be cleaned and prior loading and unloading. The Contractor cannot give the Client any binding indication of the extent of cleaning



work required for accessories. Accordingly, the Contractor makes no guarantee and accepts no liability a) for the condition of components only temporarily associated with the container, insofar as cleaning thereof is not part of the scope of work, and b) for impurities caused by these components.

10.2 The Contractor can make no guarantee nor accept any liability for components or accessories that are not visible, as it is not possible to check the cleaning result in this regard.

10.3 Claims for defects and liability are also excluded if residue or false information relates to the primary material. The Client shall reimburse the Contractor for all damages caused by false information provided by the Client, especially relating to the product to be cleaned or the next loading.

§ 11 Withdrawal

11.1 The Contractor may withdraw from the contract if, despite previous professional inspection, it only becomes apparent in the course of appropriate handling that the job is not feasible for reasons for which the Contractor is not responsible. In the event of withdrawal from the contract, the Client is only entitled to free return of the item in its respective current state.

11.2 This does not affect the right of termination for significant cause.

§ 12 Confidentiality and Data Protection

12.1 Both contractual partners shall treat as confidential all information marked as secret, which they become aware of in the course of the contract.

12.2 The contractual partners shall only process or use personal data relating to the other partner for the contractually agreed purposes, subject to statutory requirements, especially data protection regulations.

§ 13 Applicable Law and Place of Fulfilment

13.1 The contractual partners agree that German law shall apply to all legal relationships arising from this contractual relationship, excluded the UN Convention on the International Sale of Goods.

13.2 The location of cleaning is agreed between professionals as the place of fulfilment for all mutual services arising from the contract. The location of cleaning is also agreed as the place of jurisdiction between professionals or in the event that the Contractor does not have a place of jurisdiction within Germany.