

GENERAL TERMS AND CONDITIONS FOR CLEANING SERVICES

Valid as of: 13.09.2016

§ 1. Object of Contract

- 1.1. The scope and content of the collaboration between Groß Transport- & Handels GmbH (hereafter the 'contractor') and the client results from the cleaning order assigned to the contractor as well as these general terms and conditions, which the client recognises and accepts as part of the contract.
- 1.2. Based on the foundations outlined in 1.1, the contractor assumes responsibility for the internal cleaning of containers (tank lorries, silos etc) as well as external cleaning of commercial vehicles or other objects, machines and devices.

§ 2. Assignment of Cleaning Orders

- 2.1. Price lists and the available cleaning programmes (cleaning programme, cleaning codes) as well as a description of the relevant cleaning programmes are hung up in the contractor's premises.
- 2.2. The client shall provide the contractor with a cleaning order. In this cleaning order, the client shall describe the container to be cleaned, the desired cleaning programme and any additional work if applicable.
- 2.3. The client is solely responsible for selecting the cleaning programme (cleaning code). The client must check that the chosen cleaning programme is fit for purpose. The contractor is not obliged to check the client's entries or notify the client of possible incompatibilities between the last load and the load to follow the cleaning.
- 2.4. Insofar as the contractor or its agents recommend a cleaning programme or provide other information, this shall be non-binding and the contractor shall accept no liability.

§ 3. Fee for Cleaning Services (Cleaning Fee)

- 3.1. The client shall pay the contractor the contractually agreed charge (cleaning fee) for the provision of cleaning services. The cleaning fee is payable once the cleaning order has been submitted.
- 3.2. Other expenses incurred by the contractor due to incomplete or incorrect information provided by the client (disposal costs for any possible remaining load etc) or additional work required during the cleaning (disassembling accessories, use of steam etc) are

not included in the cleaning fee and should be covered by the client. The contractor does not accept any liability for damages caused due to additional work.

§ 4. Behaviour on Company Property

- 4.1. The client must uphold any instructions issued by the contractor and its agents, and must obey any warning signs and information signs on the premises. The client confirms that safety instructions have been received and acknowledged. Entry to the premises is at one's own risk.
- 4.2. The client and its agents must leave the cleaning area (cleaning room) before cleaning services begin and may only reenter once the cleaning is over. Suitable personal protection equipment must be worn in the cleaning area (non-slip safety shoes or boots, protective suit, rubber gloves, eye protection etc). Accessing the operating platforms is not permitted.

§ 5. Client's Obligation of Disclosure and Declaring Defects

- 5.1. The client must immediately declare any defects in cleaning services to the contractor immediately after the cleaning programme and before leaving the premises, otherwise all claims shall be lost.
- 5.2. If the client fulfils their obligation of disclosure and declaring defects in a timely manner and defects in the cleaning process are established, this defect shall exclusively be rectified by the provision of a new cleaning.

§ 6. Issuing a Cleaning Certificate

- 6.1. At the client's request, the client shall receive a cleaning certificate from the contractor after cleaning services have been performed. The cleaning certificate includes the cleaning programme carried out as well as the results of any chemical inspections carried out.
- 6.2. Insofar as the cleaning certificate contains chemical data or inspection results, the client acknowledges that these inspections are only based on random checks and do not include non-visible parts of the container. Therefore, the contractor does not accept any liability for the correctness and completeness of the entries in the cleaning certificate. If using this cleaning certificate in commercial business, the client is obliged to make third parties aware of this circumstance.

- 6.3. Insofar as the client transports sensitive goods, especially food and feed, after the cleaning service, the client is obliged to establish the existence of the relevant requirements regardless of the information contained in the cleaning certificate.

§ 7. Contractor's Liability Limitations

- 7.1. The contractor is responsible for the proper carrying out of the ordered cleaning programme, but not for a fixed cleaning result. Liability for cleaning parts that cannot be properly seen (especially outlet spigots, pipes etc) is completely excluded.
- 7.2. Insofar as the contractor's liability is not completely excluded in these terms and conditions, the contractor shall only be held liable in the cases of intent and/or gross negligence, whereby the client bears the burden of proof. In addition, damage compensation claims against the contractor are limited to 15 times the agreed cleaning fee.

§ 8. Default of Payment, Exclusion of Offsetting and Statute of Limitations

- 8.1. Payments shall be considered paid on the date that the amount arrives in the contractor's account. If the client is in default of payment, all outstanding payments shall be subject to 1.2% interest per month. The client must pay at least EUR 30 (excluding VAT) for each payment reminder. Furthermore, the client shall bear all costs and expenses incurred by the contractor in pursuing its claims.
- 8.2. The client does not have the right to offset claims against the contractor with claims owed to the contractor.
- 8.3. All claims against the contractor, regardless of legal grounds and degree of debt, expire in six months. This statute of limitations begins with the completion of cleaning.

§ 9. Ancillary Agreements, Written Form, Other

- 9.1. Any changes to this contract must be made in writing. This also applies to a waiver of this requirement of the written form. There are no verbal ancillary agreements.
- 9.2. If individual provisions should be ineffective or invalid, all other provisions shall remain unaffected. Ineffective or invalid provisions will be replaced by provisions that most closely resemble the contractual parties' intentions.
- 9.3. By signing the cleaning order, the client waives their own conditions for the contractual relationship with the contractor.

§ 10. Place of Fulfilment, Place of Jurisdiction, Applicable Law

- 10.1. The place of fulfilment is the contractor's premises (Stockerau).
- 10.2. The exclusive place of jurisdiction for all legal disputes arising from or in relation to the order relationship is Korneuburg.
- 10.3. Austrian law applies to the legal relationship between the client and contractor or their legal successors.