

General Terms and Conditions for the Provision of Rinsing Services

Curt Richter SE (hereinafter referred to as „Curt Richter“) shall provide rinsing services exclusively under the following terms and conditions: Deviating agreements are to be documented in writing.

1. Extent of flushing

Curt Richter undertakes to properly rinse the respective object of the order. This includes the rinsing of the object of the order with regard to the last contents, a visual inspection of the object of the order after rinsing and the proper disposal of the rinsing water. Curt Richter cannot rule out the possibility of microscopic residues remaining even after professional rinsing. Curt Richter does not carry out a chemical analysis of the object of the order after the rinsing process. Curt Richter's visual inspection is limited to the visible parts of the object of the order. An inspection of the – without dismantling – non-visible parts of the object of the order, i.e., in particular outlets, hoses, fittings, pumps and tank outlet nozzles, for sufficient removal of residues shall not take place.

2. Special features for orders for quick rinsing

Instead of the aforementioned flushing, a quick flush can be agreed. Within the scope of the quick rinse, Curt Richter shall carry out a shortened rinsing process with regard to the last contents and a proper disposal of the rinse water. If a quick rinse is the subject of the contract, this shall be noted on the rinse order and the rinse confirmation by means of a stamp and/or computer print. A prerequisite for a quick rinse is the notification by the client, his representatives or the persons he uses to fulfil his contractual duties/obligations that any residue of the last content is harmless for the product to be subsequently incorporated („declaration of harmlessness“). The correctness of such a declaration of harmlessness shall not be technically checked by Curt Richter. Curt Richter will, of course, point out any concerns to the client.

3. Special features for unknown products

Insofar as rinsing is required in relation to a product for which Curt Richter has no rinsing experience, the parties can agree to carry out a trial rinsing test at the expense of the client.

Curt Richter will apply its general experience as a specialist contractor to such an operation. In the absence of corresponding product information, it cannot be ruled out during such a rinsing test that hardening or clumping of the product may nevertheless occur.

4. Obligations of the principal

The client shall provide the object of the order completely emptied. Should there be residues in the object to be washed, the client, his representatives as well as the persons he uses to fulfil his contractual duties/obligations shall be obliged to inform Curt Richter accordingly before the start of the washing process. Violation of this obligation may result in disproportionately high damages. In this respect, Curt Richter reserves the right to claim any damages from the client.

The client shall inform Curt Richter - at the latest with the commissioning – about the final content of the object of the order, the intended next loading, technical conditions as well as special circumstances. Incorrect or incomplete information provided by the client, his representatives or the persons he uses to fulfil his contractual duties/obligations shall be borne by the client. At the request of Curt Richter, the client shall provide evidence of his information by submitting the freight documents and delivery notes.

On Curt Richter's premises, the client, his representatives and the persons he uses to fulfil his contractual obligations/obligations must observe the posted safety regulations and works regulations. Damage caused by culpable disregard of these obligations shall be borne by the client.

5. Representation of the principal

The persons used by the client to fulfil his contractual duties/obligations and in particular to hand over the object of the order shall be deemed to be authorised to determine details of the type, scope and requirements of the flushing for the client. Curt Richter shall not assume any responsibility vis-à-vis the client for checking the correctness of this information.

6. Inspection and complaint obligations of the client

If the client is an entrepreneur, a legal entity under public law or a special fund under public law, it, its representatives or the person it uses to fulfil its contractual obligations/obligations must inspect the object of the order immediately after flushing, at the latest, however, before reloading/filling and, if poor performance is evident, notify Curt Richter of this immediately in writing.

§ Section 377 (2) to (5) of the German Commercial Code (HGB) shall apply accordingly in this case. If, due to the specific nature of the last content, a special after-treatment of the object of the order is necessary after the rinsing and if this is carried out by the client himself at his request, the client, if he is an entrepreneur, a legal entity under public law or a special fund under public law, must notify in writing of any poor performance by Curt Richter before the start of the after-treatment work and grant Curt Richter the opportunity to rectify the situation. Section 377 (2) to (5) of the German Commercial Code (HGB) shall also apply accordingly in this respect.

7. Warranty, Liability, Statute of Limitations

Warranty and liability are governed by the statutory provisions on the service contract. The limitation period for mutual claims arising from this contract is 1 year. § Section 199 BGB remains unaffected.

8. prices and terms of payment

Unless otherwise agreed, the prices from Curt Richter's price list valid at the time of the order, which can be viewed at <https://www.curt-richter.de/downloads.html>, shall apply.

Flush invoices are payable immediately and without deduction.

9. Terms and conditions of the client

The client's terms and conditions of business shall only become part of the contract if and to the extent that Curt Richter expressly agrees to them in writing.

10. Data protection

Our privacy policy is available at <https://www.curt-richter.de/unternehmen/daten-schutzzerklaerung.html>.

11. Choice of law, place of jurisdiction and place of performance

German law shall apply to all disputes arising from or in connection with the rinsing order, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the client is not a consumer, the place of jurisdiction for all disputes arising from or in connection with this contract shall be Cologne.

12. Severability clause

Should any provision of these General Terms and Conditions be or become invalid in part or in whole, the remaining provisions shall remain valid. The contracting parties shall replace the invalid provision with a valid provision that comes as close as possible to the economic intent of the contracting parties, unless the invalidity of the provision is based on a provision that serves to protect a contracting party.