

## General terms of business for rendering flushing services

Curt Richter SE provides the flushing services exclusively at the following conditions:

Deviating agreements must be made in writing.

### 1. Services

Curt Richter SE is committed towards a professional flushing of the ordered item. This includes - unless a fast flush (see Point 4) is the object of the contract - the flushing of the ordered item with respect to its last contents and the proper disposal of the flush water. Other services, in particular in view of contents other than the last content, are provided only if agreed upon in writing.

Instead of the aforesaid service, a fast flush (see Point 4) can be agreed upon, if according to the bearer/deliverer a remaining of the residues of the last contents is harmless for the product to be accepted subsequently. In the scope of a fast flush, a shortened flushing process is carried out by Curt Richter SE with respect to the last content and a proper disposal of the flushing water. If a fast flush is the object of the contract, then this is noted on the flushing order and the flushing confirmation by means of a stamp and/or an EDP print.

Fast flushes are carried out only when this is compatible with the operational safety of the flushing system. In such flushing processes, the employer bears the sole responsibility and is solely responsible for the flushing result.

In case a flushing is demanded with reference to a product, for which no prior flushing experience is present, the flushing company points out the lack of flushing experience. The parties can agree to carry out a test flushing at the cost of the employer. Since to this extent no adequate product experience is present, the employer is also committed to pay the charges, if the flushing attempt remains unsuccessful. The flushing company will apply its general experience as a professional company to such a process. Owing to the lack of corresponding product information, it cannot be ruled out that hardening or agglutination of the product or damages of the vehicle as well as other consequential damages can occur in such a flushing attempt. The flushing company shall not assume any liability for such damages, if its process corresponds to the general experience of the professional company.

The bearer/deliverer of the object to be flushed is considered as authorized to determine the type, scope and the requirements of the flushing. The contractor is not committed towards the employer to check the statements of the employer, in particular those of the bearer/deliverer, for their correctness. In case damages occur to the equipment of the contractor or other damages owing to incorrect specifications of the employer or bearer/deliverer, the employer must then be liable for these damages.

A flushing is done only when the object to be flushed is emptied completely. In case residues are present in the object to be flushed, the employer, his agents or representatives, in particular, the bearer/deliverer are committed to inform accordingly the staff of the contractor before starting the flushing. In case of a breach of this duty, the employer becomes liable for all damages that follow.

On the company premises of Curt Richter SE, the employer, his agents or representatives, in particular, the bearer/deliverer must follow the safety and the plant regulations. The employer becomes liable for damages that arise from not following such regulations.

The employer, his agents or representatives, in particular, the bearer/deliverer do the acceptance of the flushing performance. Complaints are to be noted in writing on the flushing order.

If this visual examination is done on the company premises of the contractor, during which the flushed object is still present in the wet state, and the employer, his agents or representatives, in particular, the bearer/deliverer leave the premises, before

the flushed object becomes dry, he is committed to a visual inspection of the flushed object before a new loading/filling.

A check of the parts of the flushed object not visible - in particular, the outlets, hoses, fittings, pumps and tank outlet nozzles - for an adequate removal of the residues of the last contents is not possible, because this requires the flushed object to be dried and the parts to be dismantled beforehand. This expensive check is not covered by the order.

### 2. After-treatment by the employer

If an after treatment of the flushed object after flushing becomes necessary owing to the uniqueness of the last content and if this is carried out by the employer, his agent or representative, in particular, by the bearer/deliverer himself upon request, then the employer, his agent or representative, in particular, the bearer/deliverer must inform the contractor about any possible complaints in writing on the flushing confirmation before starting the after-treatment and must grant to the contractor a possibility of improvement. If the employer, his agent or representative, in particular, the bearer/deliverer starts with the after treatment, it is then considered as equivalent to an acceptance. The contractor shall not be liable for any consequential damages.

### 3. Claims for defects and liability

The claim for defects of the employer is restricted to an improvement. Only after two unsuccessful attempts of the contractor for improvement does the employer have the right to demand a reduction of compensation or to cancel the contract.

The contractor shall also not be responsible, if the employer, his agent or representative, in particular, the bearer/deliverer refrains from a visual inspection of the flushed object in the dry state before a new loading/filling and if he refrains otherwise from making a complaint.

The liability for microscopic small residues is ruled out in each case, because a time-consuming and costly chemical analysis after ending the flushing process is not included in the flushing price and cannot be done by the contractor for technical reasons. The employer refrains from such an analysis.

Further, the liability of Curt Richter SE is also ruled out for such damages, which have taken place despite a proper cleaning owing to residues that have remained in the non-visible parts of the object to be flushed - in particular, of boilers, outlets, hoses, fitting, pumps and the area of tank outlet nozzles (see Clause 1 of last Para).

The liability - for whatever reason - is restricted to intention or gross negligence.

### 4. Fast flushing

In case the employer wants to order a fast flushing, Curt Richter SE is responsible only for the proper execution of this fast flushing. No liability is assumed for a success of the fast flushing. If a fast flush is the object of the contract, then this is noted on the flushing order and the flushing confirmation by means of a stamp and/or an EDP print.

### 5. Terms of payment

Flushing invoices are payable immediately without deductions.

### 6. Jurisdiction and place of fulfilment

Jurisdiction and place of fulfilment for both the parties is Cologne.