

APLICA GENERAL SALES CONDITIONS

ARTICLE 1 – OBJECT AND APPLICABILITY OF THE PROVISIONS

1.1 – For its Customers, the Cleaning Station carries out a service consisting in the internal cleaning of tanks, containers, and various receptacles (hereinafter "Containers").

The object of the cleaning service is thus to make a container "clean" in accordance with the instructions and the order of the Customer.

A Container shall be considered "clean" when it no longer exhibits any apparent trace or odor of the last cargo or cleaning product during an inspection, it being specified that visual inspection is done through the openings.

The order to clean a Container does not automatically imply to clean an accessory (constitutes an accessory everything that is not the tank, excluding all attached elements, and in particular manholes, valves, pipes, seals, filters, hoses, appendices). If the Customer wishes to give the order to clean accessories, he must expressly designate the accessory which must be cleaned on the cleaning order.

1.2 – Unless otherwise agreed in prior written and certain form, and insofar as this agreement is not contrary to law, the APLICA General Sales Conditions apply to all the contractual relations concluded between the Cleaning Station and its Customer.

The application of any general purchase conditions of the Customer, or any other commercial document of it, is excluded, unless otherwise agreed.

ARTICLE 2 – OBLIGATIONS OF THE CLEANING STATION

2.1 – The Cleaning Station, in the state of the art, guarantees a cleaning according to the order presented by the Customer, without ever guaranteeing the risks inherent in the design, the obsolescence, the maintenance, the poor condition, the hidden defects of the vehicle, Container and / or accessories which may have caused a cleaning defect or a shadow zone incompatible with current cleaning techniques.

Only the Customer of the Station will judge the necessity to make carry out or not the services of dismantling and / or replacement of the Accessories of the Container, without putting on the Cleaning Station any duty of advising in this respect.

In any case, the Customer retains full control over the extent of his order and the condition of his equipment, which he acknowledges to have full knowledge of it, in particular regarding his design, his particularities (shadow zone, areas of retention of products, etc.), its obsolescence and maintenance conditions.

In certain cases, and without the Station having any duty of advice in this respect, the Customer may require, in addition to the cleaning of the Container, the disassembly and / or replacement of the Accessories of the Container. The Cleaning Station cannot be held liable for the necessity of such disassembly and / or replacement or for the technical impossibility of performing such disassembly and / or replacement.

Any difficulty in this respect shall be subject to a reservation on the European Cleaning Document (hereinafter 'ECD') or any other document constituting receipt within the meaning of Article 4.

As a result, the Cleaning Station is debtor to the Customer, to an obligation of means and not to an obligation of result.

2.2 – In return for the receipt referred to in Article 4 hereof, the Cleaning Station shall issue the Customer with an ECD in a single original copy or any other document constituting the receipt.

ARTICLE 3 – OBLIGATIONS OF THE CUSTOMER

3.1 – The Customer means both the legal person and its agent, in particular the driver, or any person representing him. More generally, any person presenting himself at the Cleaning Station for the execution of the order and / or its receipt is considered as Customer.

Before the cleaning service is carried out, the Customer must present his CMR consignment note attesting to the last transported product and all relevant information concerning it (precise description, technical specifications, possible hazard class, if applicable Safety Data Sheet, etc.).

If the Customer does not have a CMR consignment note, he must provide all the information contained therein.

More generally, the Customer must give the Cleaning Station in writing all the necessary and useful data that he knows or must know that they are important for the execution of the service and which are necessary in order for this service to be executed in safe circumstances that are not

dangerous or harmful to the staff, installation and equipment of the Cleaning Station and third parties and in accordance with normal and usual working practices.

In the absence of the communication of the elements referred to in the preceding paragraphs, the Cleaning Station reserves the right not to perform the requested service and, if it performs the service, cannot guarantee the good performance of the service performed.

In any case, the Cleaning Station cannot be held liable if the products transported before cleaning or before the previous cleaning have not been declared or specified.

More generally, the Station cannot be held liable, given the poor quality of the cleaning carried out previously.

As a matter of principle, the Cleaning Station can rely on the data and declarations provided without being required to examine the accuracy and completeness of this data.

3.2 – The Customer agrees to comply with all the safety and security instructions in force on the Cleaning Station.

3.3 – The Customer and the representative of the loading site are obliged to inspect the Container before loading the products, except in case of sanitization ordered before cleaning. The Cleaning Station cannot guarantee the suitability of a Container to load a product due to the possible incompatibility of one product with another or the design of the Container and / or Accessories, as well as the established inability to dismantle and / or replace an Accessory. The Customer and the representative of the loading site therefore remain liable for loading the Container presented even after cleaning.

ARTICLE 4 – RECEIPT OF THE SERVICES AND FORCLOSURE

4.1 – The Customer shall receive his Container and / or its Accessories after cleaning, if necessary, carrying out any inspection that he deems necessary.

The receipt by the latter attests that the cleaning means corresponding to its order have been implemented by the Cleaning Station.

The absence of the Customer or his legal representative during the provision of containers does not relieve the Customer of his obligation to control the proper execution of the cleaning operations. The removal of the Container without reservation will validate the correct execution.

If they deem it necessary, the Customer and / or the Station must issue written and precise reservations on the ECD or any other document constituting the receipt.

4.2 – The rules and foreclosure periods set out in Article L. 133-3 of the Commercial Code benefit the Cleaning Station.

Thus, the Customer has a period of 3 days from receipt of his Container and / or Accessories to announce his motivated protest for any deterioration or damage caused to his material by the Cleaning Station.

ARTICLE 5 – PRICE AND PAYMENT

5.1 – The prices of the services sold by the Cleaning Station are those in force on the day of the order. They are denominated in euros and calculated net of tax. As a result, they will be increased by the VAT rate on the day of the order.

5.2 – The proposed prices include the discounts and refunds which the Cleaning Station may wish to grant, taking into account in particular the quantity of services performed for the Customer.

5.3 – Cleanings are payable in cash, without discount, except in the case of special payment conditions shown on the invoice. If special terms of payment have been granted, within the limits of payment periods provided for in the Commercial Code, these conditions will lapse immediately in the event of late payment.

In the case of delay or failure to pay the total or partial payment of an invoice, the sums due are automatically increased by interest for late payment. Except as otherwise specified in the invoice, this rate shall not be less than three times the legal interest rate and shall be equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 Percentage points in accordance with Article L. 441-6 of the French Commercial Code from the day following the settlement date on the invoice and from a lump sum of forty (40) € due to collection costs. Without prejudice to default interest and any legal costs, the sums due shall be increased by an amount equal to 15% of the amount of the claim after a period of 8 (eight) days after a failure to pay the invoice to Damages.

ARTICLE 6 – LIABILITIES

6.1 – As mentioned in Article 2.1 hereof, the Cleaning Station is liable to the Customer to an obligation of means and not an obligation of result.

It is indeed rigorously impossible to guarantee a perfect cleanliness, through the standard service of cleaning, in particular for Container Accessories (manholes, valves, pipes, seals, filters, hoses, appendices, etc.).

This guarantee can only be provided by dismantling and / or replacing these Accessories, which is not part of the standard cleaning service.

Only the Customer of the Station will judge the necessity to make carry out or not the services of dismantling and / or replacement of the Accessories of the Container, without putting on the Cleaning Station any duty of advising in this respect.

6.2 – The Cleaning Station is liable only for the direct material damage which is attributable to it, caused to the goods washed during cleaning, to the exclusion of any other.

Thus, for all damages resulting from a failure in the performance of the cleaning service exclusively attributable to the Cleaning Station, the liability of the Cleaning Station is strictly limited to the price of the service causing the damage, without being able to exceed a maximum amount of 10,000 euros per event and this for any damage whatsoever.

6.3 – In particular, the Cleaning Station cannot be held liable for the damaging consequences resulting from in any kind of defects in all or part of the washed goods, direct or indirect, material or immaterial damage which occurred after cleaning and as a result thereof.

6.4 – In conformity with Article L. 133-6 of the Commercial Code concerning the annual limitation period for contracts of carriage, all the actions that the Customer or any other person wishes to bring against the Cleaning Station, Shall be prescribed one year from the date of receipt, subject to the benefit of Article 4.2 hereof.

6.5 – The Customer is liable for all direct and indirect, material and immaterial damages that may be incurred by the Cleaning Station due to the absence or inaccuracy of the information transmitted.

More generally, the Customer must indemnify the Cleaning Station for any damage caused during the stay on site by the vehicle, Container, Accessory, cargo or any person connected with the Customer.

The Customer must finally guarantee the Cleaning Station against any action taken by a third party against him, including the administration, directly or indirectly related to the performance of the cleaning service.

ARTICLE 7 – INSURANCE

7.1 – The Customer must be covered by all the insurance necessary to guarantee his liability in the event of a disaster, either during the presence of the Container in the Cleaning Station or later and in connection with the execution of the cleaning service (pollution of the next load for example).

The amounts insured must be in line with the damages normally foreseeable in the event of a disaster.

The Customer must be able to present his insurance certificates at the request of the operator of the Cleaning Station, without this request being an obligation for the operator.

Failing this, the Cleaning Station reserves the right not to carry out the requested service.

7.2 – All provisions of these General Conditions, including those relating to the limitation of liability of the Cleaning Station, shall be understood as applying to the Customer and his assigns and insurers.

In this regard, the Customer commits himself to communicate these limitations of liability to its insurers.

ARTICLE 8 – INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All studies, discounts, documents submitted or sent by the Cleaning Station remain its property.

Their communication to third parties for any reason whatsoever is prohibited.

ARTICLE 9 – FORCE MAJEURE

The liability of each Party shall be excluded in the event that it becomes impossible for the Party to perform all or part of its obligations as a result of the occurrence of events of the nature of force majeure as usually adopted by the case law of the French courts.

Additionally, it is considered that water, electricity or gas cuts independent of the Station's exclusive fault constitute force majeure within the meaning of Article 9 hereof.

ARTICLE 10 – APPLICABLE LAW, LITIGATION AND JURISDICTION

10.1 – The present General Conditions and all the contractual relations that result are governed by French law.

10.2 – In the event of a dispute, the parties will come together in good faith to try to find an amicable agreement, possibly through the appointment of a mediator chosen jointly by the parties. These actions affect the limitation period under the conditions of the ordinary law and cannot last more than 30 days unless written agreement of the parties.

10.3 – If the attempt to reach an amicable agreement fails, the dispute, whatever the cause, shall be the exclusive competence of the Commercial Court within the jurisdiction of which the Cleaning Station concerned is located, even in the event of a dispute involving recourse on warranty or multiple defendants, notwithstanding any stipulations to the contrary which may be written in the commercial documents of the Customer of the Cleaning Station.

ARTICLE 11 – OFFICIAL LANGUAGE - PRIMACY CLAUSE

The official version of the APLICA GENERAL SALES CONDITIONS is written in French.

In order to facilitate the access of these General Conditions to foreign Customers, APLICA has had an English translation prepared.

In the event of any discussion on the interpretation of these General Conditions, the French text shall prevail over the English translation and any other translation into another language.