

GENERAL CONDITIONS

Art. 1 The following General Conditions shall be applicable to all agreements between the principal and VAN MOER CLEANING & REPAIR for any order for tank cleaning and/or repair and/or heating and/or temporary storage of containers.

These General Conditions are supplementary to the [CTC-General Tank Cleaning Conditions](#), which are applicable between parties and these General Conditions have priority over the CTC-General Tank Cleaning Conditions.

Any deviation from these General Conditions will have to be agreed upon in writing for every specific separate order.

Art. 2 Unless in case of unintentional mistake by VAN MOER CLEANING & REPAIR or of his appointees, VAN MOER CLEANING & REPAIR is not responsible for damage and/or loss (whether of treated goods, treated transport materials and/or other goods of any kind, belonging to the principal or used by him or entrusted to him), whatever the cause or the loss may be. The proof of the intentional mistake will have to be delivered by the party that suffers the damage. This is also the case for any accepted storage or stay of full or empty containers at the installations or premises of VAN MOER CLEANING & REPAIR.

Art. 3 If by a mistake of the tank cleaning company the cleaning, heating, keeping temperature, has not been executed according to the order and proof thereof has been delivered by the principal, then the responsibility of the tank cleaning company is limited to the repeated execution of the agreed handling only. Any further compensation is not due.

Art. 4 The carrier has to compensate the tank cleaning company for any damage which occurs during the stay on her premises and which has been caused by the vehicle or its content.

Art. 5 The amounts invoiced by the tank cleaning company are payable in cash at the registered office of VAN MOER CLEANING & REPAIR. Any delay in payment will give rise ipso jure and without any further reminder to the payment of interest for delay, equal to 1,5% per month as from the invoice date;- furthermore the unpaid amounts will give rise ipso jure and without any further reminder to the payment of contractual damages, equal to 15% on the first part of 2.500 € (with a minimum of 125 €), 10% on the part between 2.500 and 12.500 € and 5% on the part above 12.500 €.

The tank cleaning company can withhold goods, monies and documents for the account and for the risk of the principal and/or the owner until all claimable amounts and claims of the tank cleaning company have been paid in full.

Art. 6 All legal disputes shall be governed exclusively by the Antwerp courts unless the tank cleaning company prefers to summon before another court; - Belgian law will be applicable to any legal relationship between the tank cleaning company and its principal.