

GENERAL TERMS AND CONDITIONS  
PROFESSIONAL TANK INTERIOR CLEANING  
(TANK-VEHICLES AND TANK-CONTAINERS)



# GENERAL TERMS AND CONDITIONS PROFESSIONAL TANK INTERIOR CLEANING (TANK-VEHICLES AND TANK-CONTAINERS)

## I. SUBJECT MATTER

**Article 1. (1)** These General Terms and Conditions regulate the conditions under which UVENTRANS OOD (hereinafter referred to as UVENTRANS or the Company) shall perform professional tank interior cleaning (tank-vehicles and tank-containers);

**(2)** Under these General Terms and Conditions UVENTRANS shall also perform additional services related to those under paragraph 1;

**(3)** The General Terms and Conditions shall apply, unless otherwise agreed in writing between UVENTRANS, on the one hand, and the Client, on the other hand.

**(4)** These General Terms and Conditions shall not regulate the relations between UVENTRANS and other entities, other than the Client, although related to the services under paragraphs 1 and 2.

## II. SPECIFICATION OF THE SERVICES UNDER THESE GENERAL TERMS AND CONDITIONS

**Article 2. (1)** UVENTRANS performs professional tank interior cleaning (tank-vehicles and tank-containers), approved for transportation of:

- Bulk food and foodstuffs;
- Foodstuffs classified as dangerous goods under the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR);
- Ingredients which are not in themselves foodstuffs but are used as raw materials in the food and pharmaceutical industry, as well as for sanitary and hygienic purposes.

**(2)** UVENTRANS shall also perform additional services related to those under paragraph 1;

**(3)** UVENTRANS shall provide professional technological equipment (installation), standardized procedures and duly trained personnel for the services under the preceding paragraphs;

**(4)** Any agreements between the Client and members of the personnel of UVENTRANS, in deviation from these General Terms and Conditions, shall not be legally binding for UVENTRANS, unless they are confirmed in writing by any manager of UVENTRANS. Members of the personnel within the meaning of the previous sentence are all employees of UVENTRANS, except the managers of the Company.

## III. DEFINITIONS

**Article 3.** The following words and expressions have the following meanings for the purposes of these General Terms and Conditions:

1. DANGEROUS GOODS are substances or products, the transportation of which is prohibited or permitted only under certain conditions, in accordance with the legislation of the countries of departure, destination or transit and/or the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR);

2. UN is the United Nations classification number for the transport of dangerous goods;

3. CMR is an international consignment note subject to the Convention on the Contract for the International Carriage of Goods by Road (CMR);



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4. EFTCO is an English abbreviation of the European Federation of Tank Cleaning Organizations;
5. ECD is an English abbreviation (EFTCO Cleaning Document) of the standardized cleaning document issued by authorized persons in accordance with the EFTCO rules and conditions;
6. MSDS/PSDS are the abbreviations in English (Material Safety Data Sheet / Product Safety Data Sheet) of the substance/product safety data sheets. They are a widely used information system for chemicals, chemical compounds and chemical mixtures.

#### IV. CONTRACTOR OF THE SERVICES

**Article 4.** The services are provided by UVENTRANS OOD, a company established and existing under the legislation of the Republic of Bulgaria. The company is registered with the Commercial Register and with the Non-profit Legal Entities Public Register at the Registry Agency, having UIC 130218568.

#### V. CUSTOMER (CONTRACTING AUTHORITY OF THE SERVICES)

**Article 5.** Client is the natural person or legal entity (including through the Client's representatives, employees and workers), on whose assignment UVENTRANS shall perform the services under these General Terms and Conditions.

#### VI. PLACE OF PERFORMANCE OF THE SERVICES. TIME OF PROVISION OF THE SERVICES

**Article 6. (1)** UVENTRANS shall provide the services, subject to these General Terms and Conditions, at UVENTRANS' registered station in the City of Sofia;

**(2)** The services shall be provided within the working hours of the station, announced in a prominent place in the station, as well as on the Internet at [www.uven.eu](http://www.uven.eu).

#### VII. APPLICABLE LEGISLATION. COMPETENT COURT

**Article 7. (1)** The relations between UVENTRANS and the Client under these General Terms and Conditions, including the pre-contractual relations between the parties, shall be subject to the Bulgarian legislation;

**(2)** Any and all disputes related to the matters under paragraph 1, not settled voluntarily between the parties, shall be subject to the jurisdiction of the competent Bulgarian court.

#### VIII. REQUEST OF SERVICES BY THE CLIENT

**Article 8. (1)** UVENTRANS shall perform the services under Article 2, paragraphs 1 and 2 on the basis of a request, completed and signed by the Client (by a model form);

**(2)** The Client shall be obliged to indicate correctly, accurately, completely and in good faith any of the circumstances for which UVENTRANS has asked the Client a question in the request form. The Client shall be responsible for the accuracy, precision and completeness of the information provided to



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UVENTRANS and shall not derive rights from the Client's own misconduct (in Latin "nemo auditur propriam turpitudinem allegans");

**(3)** The request shall be a standardized model form and shall contain at least the following data:

1. Full name of the Client and address for correspondence with the Client, and if the Client is an enterprise, full name, including legal form, headquarters address and valid identifier/VAT number;
2. Full name of the driver of the truck/tractor;
3. Tractor/semi-trailer or truck/trailer registration plate;
4. Tank-container plate number (if applicable);
5. Precise name of the substance/product, and for dangerous goods and UN number, according to the consignment note/CMR for the last cargo, by tank cells;
6. Residual amount of the substance/product (last load), by tank cells and total;
7. List of equipment parts that need to be cleaned;
8. Indication of the required cleaning procedures or the codes of the relevant EFTCO nomenclature procedures;
9. Indication of additional (related) procedures;
10. Date of submission of the request;
11. Signature of the driver of the truck/tractor on behalf of the Client;

**(4)** Along with the request, the Client shall submit a copy of the consignment note/CMR for the last cargo transported in the tank and for the Kosher procedure (EFTCO code P26) – copies of the consignment notes/CMRs for the last three cargoes;

**(5)** The signing of the request by the driver of the truck/tractor shall be considered a declaration on the driver's part that the driver is authorized to exercise the rights and obligations of the person indicated in the request as a Client before UVENTRANS.

**Article 9. (1)** The administrator of UVENTRANS accepting the request shall check the compliance of the information entered by the Client with the documents submitted by the Client, including for incompleteness, inaccuracies and errors in the request. Upon establishing discrepancies between the content of the submitted request, the requirements for the request's completion and the submitted documents, the Client shall be given the opportunity to eliminate any such discrepancies. The Client shall also be obliged to answer the oral questions referred to the Client by the administrator of UVENTRANS, necessary for clarification of the request (when applicable);

**(2)** Based on the information entered by the Client in the order and the data on the consignment note/CMR from the last cargo, the administrator of UVENTRANS shall check whether the cleaning of the tank can be done in accordance with the internal regulations of the Company;

**(3)** In case the tank is requested to be cleaned of a substance or product for which MSDS/PSDS is missing, the administrator of UVENTRANS shall require from the manufacturer or from the Client complete and accurate information about the substance/product, respectively instructions for handling the substance/product, and in case the substance and the product are classified as dangerous goods under ADR, an assessment by a safety consultant for the transport of dangerous goods shall be required.



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**Article 10.** Before the request is accepted:

1. The driver shall check for the presence of pressure in the tank (by cells) and shall take actions for possible release of the pressure and ventilation of the tank, in compliance with appropriate safety measures for the case;
2. An inspection from outside the tank vehicle and a visual assessment of the residual quantity and condition of the cargo in tank shall be performed in the presence of the driver; the remarks (if any) on the hygiene and technical condition of the vehicle and the tank shall be described in a report.

**Article 11.** Irrespective of the request filled in and signed by the driver of the truck/tractor, the administrator of UVENTRANS shall require from the Client's management a written confirmation (by fax or e-mail) for the cleaning of the tank, if the residual amount of cargo in the tank is over 50 kg. Along with the confirmation under the previous sentence, a guarantee shall be required for payment of the costs for removal/neutralization of the residual quantity of the cargo. UVENTRANS may refuse the cleaning if UVENTRANS has reasonable grounds to believe that the payment of these costs has not been secured for UVENTRANS.

**Article 12.** UVENTRANS shall refuse the request if the general condition of the tank and/or damage thereto established during the inspection under Article 10, item 2 does not allow the cleaning procedures to be performed in accordance with the internal regulations of the Company.

**Article 13.** UVENTRANS has the right to refuse the provision of services under these General Terms and Conditions if the services are requested by an incorrect customer. UVENTRANS has grounds to consider the Client as incorrect in the cases of:

1. Arrogant or rude behaviour on the part of the Client towards the representatives, employees and workers of UVENTRANS;
2. Liabilities not paid by the Client to UVENTRANS.

## IX. CLEANING

**Article 14. (1)** After the request is accepted for execution, the driver shall enter the tank vehicle in a hall, intended for carrying out the cleaning procedures. During the maneuver, the driver shall strictly follow the signals given to the driver by the operator on duty in the hall;

**(2)** After completion of the maneuver under paragraph 1 the driver shall be obliged:

1. To switch off the engine, engage the parking brake and remove the ignition sources from the vehicle;
2. To secure the vehicle against starting prevention by placing wedges for locking the wheels;
3. To ground the tank;

**(3)** The driver of the truck/tractor shall leave the hall before the beginning of the cleaning procedure (or before the first procedure in a row, if there are several procedures) and shall not participate in the procedure's implementation.



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**Article 15. (1)** The on-duty operator in the hall shall perform the cleaning procedure or the cleaning procedures (if there are several procedures), according to the Client's request accepted and the information available to UVENTRANS for the respective substance or product from which the tank should be cleaned;

**(2)** If in the course of execution of the assigned cleaning procedure circumstances arise, which at the discretion of the on-duty operator in the hall, prevent the efficient and of good quality cleaning of the tank and/or impose the application of another cleaning procedure other than the assigned cleaning procedure, the execution shall be suspended. The customer shall be informed of the reason for stopping the cleaning and of the possibility to request the correct procedure under the EFTCO nomenclature. The change shall be specified in the request.

**Article 16.** After completion of the cleaning procedure, respectively of the last cleaning procedure, if there are several procedures, a visual inspection of the cleanliness of the tank via the man-lids shall be performed (there should be no visible traces or odors from the last load or from the cleaning agent) and the declared cleanliness tests shall be performed.

## X. ACCEPTANCE

**Article 17. (1)** After completion of the cleaning procedure, respectively of the last cleaning procedure, if there are several procedures, as well as after performing the requested cleanliness tests, the on-duty operator and the driver of the truck/tractor shall carry out a joint inspection of the tank's cleanliness;

**(2)** In case of poor cleaning established during the inspection under the preceding paragraph (inconsistent with the definition of EFTCO of "clean", according to §1 of the additional provision of these General Terms and Conditions), UVENTRANS shall offer the Client further cleaning free of charge.

**Article 18. (1)** After the driver of the truck/tractor accepts the clean tank, the on-duty operator shall be obliged:

1. To require the driver and, if necessary, assist the driver to remove any markings on the dangerous goods tank (where applicable);
2. To close all hatches and valves of the tank and, if the Client has requested, to put protective seals on all hatches and valves, as their numbers shall be entered in the issued Tank Cleaning Document/ECD;
3. To instruct the driver to dislodge the hall from the tank vehicle;

**(2)** During the maneuver for leaving the hall, the driver of the tank vehicle shall strictly execute the signals given to the driver by the on-duty operator in the hall.



## XI. TANK CLEANING DOCUMENT/ECD. MEANING OF THE DOCUMENT

**Article 19 (1).** Based on the executed request, the performed tests for cleanliness and the carried out sealing of the tank (if requested by the Client), the administrator of UVENTRANS shall issue to the Client a ECD – EFTCO’s standardized form with a unique number;

**(2)** In case the Client does not request issuance of the ECD explicitly, the administrator shall issue a Tank Cleaning Document according to the own model form of UVENTRANS;

**(3)** The documents under paragraphs 1 and 2 shall also contain a statement of the driver of the tank vehicle that the cleaning procedures have been carried out.

**Article 20.** The Tank Cleaning Document/ECD shall only confirm that the Customer has been serviced in accordance with the submitted cleaning request and in accordance with EFTCO's definition of "clean" within the meaning of §1 of the additional provision of these General Terms and Conditions.

## XII. TERMINATION OF SERVICES

**Article 21.** The services under these General Terms and Conditions may be completely or partially suspended:

1. In case of elimination of accidents on the water supply and sewerage networks - until the elimination of the accident;
2. In case of interruption of the water supply or the power supply of the cleaning station - for the period of interruption of the water supply or the power supply;
3. In case of natural disasters (flood, earthquake, storm, torrential rain, heavy snowfall, etc.) or industrial accidents, as a result of which the technological equipment (installation) or parts thereof have ceased to function;
4. If the quality of the drinking water, used for the cleaning procedures, endangers the life and the health of the people;
5. By virtue of an order issued by a competent authority in accordance with the legislation in force.

## XIII. PRICES AND PAYMENT OF SERVICES

**Article 22. (1)** The Client shall be obliged to pay to UVENTRANS any amounts for provision of services under these General Terms and Conditions. The services shall be paid depending on their type and specifics at prices and conditions, according to the current price list of UVENTRANS. The price list shall be placed in a prominent place in the cleaning station;

**(2)** UVENTRANS shall have the right unilaterally to change the prices of the services provided under these General Terms and Conditions.

**Article 23.** The client shall pay the services:

1. In cash at the cash desk of UVENTRANS;



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2. By debit/credit card at a POS-terminal;
3. By bank transfer to an account specified in the invoice issued by UVENTRANS, and in case of payment by bank transfer the payment shall be considered made from the date of receipt of the amounts on the account of UVENTRANS.

**Article 24. (1)** The services shall be paid in advance or simultaneously with the services' provision in case of a "in cash" or "by debit/credit card" method of payment chosen by the Client;

**(2)** Payment of services "by bank transfer" shall be allowed only in the presence of lasting commercial relations with the Client. The Client shall be obliged to pay by bank transfer within 7 days of receiving the invoice. In case of delay in payment, the Client shall pay indemnification for delayed payment in the amount of the legal interest on the overdue amount (principal) for each day of delay.

**Article 25.** UVENTRANS shall issue an invoice and/or other normatively recognized document to the Client for the payment in each of the used forms of payment.

#### XIV. RIGHTS AND OBLIGATIONS OF UVENTRANS

**Article 26.** UVENTRANS shall have the right:

1. To require from the Client documents for establishing the authenticity of the information entered in the request;
2. To require from the Client to observe the rules for access to the territory of the cleaning station and the rules of procedure of UVENTRANS;
3. To obtain from the Client the amounts due for the services provided to the Client.

**Article 27.** UVENTRANS shall be obliged:

1. To perform the services requested by the Client in good faith and quality;
2. To use only detergents, approved for use in the food industry;
3. To notify the Client in advance, before submitting the request, in case of limitations or restrictions of drinking water, imposed by competent authorities;
4. To maintain the constructed technological equipment (installation), in accordance with the technical and sanitary requirements and with the requirements for protection of the environment and safety at work;
5. To issue invoices or other supporting documents, meeting the requirements of the Accounting Act and to these invoices or other supporting documents to the Client;
6. In addition to the main service under Article 2, paragraph 1 to provide related thereto additional services according to a price list;
7. To put protective seals on the tank after the tank's cleaning and to enter the protective seals' numbers in the Tank Cleaning Document/ECD at the request of the Client;
8. To provide the Client with inquiries related to the provided services upon request by the Client;





9. To consider and respond to objections, signals and proposals on the part of the Client related to the provided services.

## XV. RIGHTS AND OBLIGATIONS OF THE CLIENT

**Article 28.** The Client shall have the following rights:

1. To obtain from UVENTRANS the services requested under these General Terms and Conditions;
2. To request from UVENTRANS the placement of protective seals on the tank after the tank's cleaning;
3. To make objections in case of incorrect execution of the requested services or in case of incorrectly issued payment documents;
4. To submit signals and make proposals to UVENTRANS, related to the provided services under these General Terms and Conditions.

**Article 29.** The Client shall be obliged:

1. To indicate correctly, accurately, completely and in good faith all the circumstances for which UVENTRANS has asked the Client a question in the request form;
2. To protect the facilities, installations, road vehicles, buildings and other movable and immovable property from damage on the territory of UVENTRANS;
3. To observe the rules for access to the territory of the cleaning station and the rules of procedure of UVENTRANS;
4. To pay to UVENTRANS the amounts due for the provided services;
5. Not to dispose of waste illegally on the territory of UVENTRANS;
6. To observe the sanitary and technical requirements of the station of UVENTRANS;
7. To preserve the integrity of the protective seals of the tank, placed by UVENTRANS after the cleaning.

## XVI. LIMITATIONS OF LIABILITY

**Article 30. (1)** UVENTRANS shall not be responsible for non-compliance of the result of the provided services for professional tank interior cleaning with the definition of EFTCO of "clean" within the meaning of §1 of the additional provision of these General Terms and Conditions:

1. After the rupture of any of the protective seals of the tank placed (after the cleaning) by UVENTRANS;
2. After obtaining the Tank Cleaning Document/ECD by the driver of the tank vehicle, in the cases when the Client has not requested placement of protective seals on the tank after the cleaning and, respectively, such protective seals have not been placed by UVENTRANS;
3. In case the non-compliance of the result a consequence of incorrect, inaccurate or incomplete information provided in the request;

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4. In case of breakdown, damage, malfunction or poor technical condition of the tank and the non-compliance has arisen as a result;

**(2)** The liability of UVENTRANS for non-compliance shall be limited to the amount of the price paid by the Client for the respective service.

**Article 31.** UVENTRANS shall not be responsible and for:

1. Any cosmetic damages to the hull, the outer and/or inner cover of the tank, to the tank's accessories and equipment, including, but not limited to, scratches or dents;
2. Commercial losses, impairments, delays, penalties, interest, demurrage or lost profits of (or assigned to the burden of) the Client, as a result of the stay of the tank vehicle in the cleaning station for performance of the services ordered under these General Terms and Conditions.

## **XVII. PROCEDURE FOR CONSIDERATION OF OBJECTIONS, SIGNALS AND PROPOSALS**

**Article 32. (1)** The Client may submit objections and signals and make proposals to UVENTRANS, related to the services provided under these General Terms and Conditions. The Client shall submit objections, signals and proposals in writing or by e-mail to [tankcleaning@uven.eu](mailto:tankcleaning@uven.eu). Submitting any objections and signals shall not release the Client from the Client's obligation to pay the amounts due for the services provided to the Client;

**(2)** UVENTRANS shall review the submitted objections, signals and proposals and send a response to the Client within 14 days from the day of receipt of the respective objection, signal or proposal. The period may be extended by up to 30 days in cases where a longer period is objectively required to investigate the relevant circumstances and/or to collect all the necessary data. The customer shall be informed about the extension before the expiration of the initial 14-day response period.

## **XVIII. COMMON PROVISIONS**

**Article 33.** UVENTRANS shall process any and all personal data provided to UVENTRANS in connection with the services under these General Terms and Conditions, in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 (General Data Protection Regulation).

**Article 34.** These General Terms and Conditions may be amended (amended, supplemented or replaced with new general terms and conditions) by a decision of the management body of UVENTRANS. The amendments of the General Terms and Conditions shall take effect from their announcement in the cleaning station and their publication on the Internet at [www.uven.eu](http://www.uven.eu).

**Article 35.** Article 72 of the Obligations and Contracts Act shall apply to the counting of the terms under these General Terms and Conditions. Wherever the time limits under these General Terms and



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Conditions are set in days, calendar days shall be taken into account, and not working days, unless otherwise specified.

**Article 36.** The titles of the sections under these General Terms and Conditions are only indicative, in view of their systematization and no conclusions shall be drawn from the titles regarding the presence or absence of a right or obligation of any of the parties.

**Article 37.** The Commercial Act, the Obligations and Contracts Act and other relevant regulations of the Bulgarian legislation shall apply to any and all matters not settled in these General Terms and Conditions.

### XIX. ADDITIONAL PROVISIONS

§1. EFTCO's definition of "clean": A tank shall be described as clean when there are no visible traces or odour of the last load or from the cleaning agent following an inspection via the man-lids.

§2. These General Terms and Conditions are available on the Internet at [www.uven.eu](http://www.uven.eu) as well as in hard copy at the cleaning station.

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