

# Contract for Work

Commercial Code, as amended

## I.

### Contracting Parties

**Contractor:** **AQUA TRUCK spol. s r.o.**  
Registered Seat: Orebitská 99, 280 02 Kolín  
Represented by: Luboš Cenker, Executive Head  
ID No.: 24296619  
Tax ID No.: CZ24296619  
Registration: incorporated in the Commercial Register kept by the Municipal Court in Prague  
Section C, Insert 194163

Bank Connection:  
FIO banka, a.s., branch of Kolín, account no. CZK: 2201160712/2010  
Account no.EUR: 2401160741/2010

Person authorized to act in contractual matters:  
Jaroslava Křížková mobile phone no.: +420 724 436 602  
e-mail: aquatruck@aquatruck.cz

Person authorized to act in operating and technical matters:  
Jiří Petrák mobile phone no.: +420 777 719 059  
e-mail: kolin@aquatruck.cz

and

**Customer:**  
Registered Seat:  
Represented by:  
ID No.:  
Tax ID No.:  
Registration:  
Bank Connection: .....

Worker for material dealings:  
Mr/Ms ....., tel.no. ....  
e-mail: .....

Business correspondence address (plant):  
.....

## II.

### Subject-Matter of the Contract

- 1) The Contractor undertakes to clean interior of car tankers, silos and containers for the Customer under the conditions determined by this Contract (hereinafter referred to as the "Work"). The Customer undertakes to pay to the Contractor the price for the Work as per the conditions of the provision of Article IV. hereof.

2) The place of execution of the Work – cleaning is the lorry car wash and washout of car tankers (silos, containers) at the following address: Orebitská 99, 280 02 Kolín IV, GPS: 50.01 694 6 N, 15.20 958 2 E

### **III.**

#### **Period of Performance**

- 1) The Contract is concluded for **an indefinite period of time**.
- 2) This Contract may be terminated by means of a written agreement of the Contracting Parties, by means of a written notice without stating a reason for termination with a one-month notice period starting on the first day of the calendar month following the month during which the notice was delivered to the other Contracting Party, or by means of a written withdrawal from the Contract provided the other Contracting Party violated a provision of this Contract in a material way.
- 3) Material violation of the Contract by the Customer shall especially be considered to be the following:
  - a) Delay with settlement of an invoice longer than 7 calendar days;
  - b) Violation of the Customer's obligation to notify the Contractor of the real load that was transported before the cleaning the result of which would be threat to or damage of the environment, health or lives of persons, or assets.

### **IV.**

#### **Price for Work and Payment Conditions**

- 1) The price for cleaning car tankers, silos and containers (hereinafter referred to as the Price for Work) is referred to in CZK and is included in Annex No. 1 to the Contract, i.e. in the Price List. In case of a payment in EUR by means of an invoice, the current daily exchange rate based on the taxable event specified in the invoice shall be used.
- 2) The Price for Work shall be settled on the basis of an invoice that shall be issued within 15 days following the taxable event date at the latest. The taxable event date shall be understood to be the last day of each calendar month. The Contractor shall be entitled to settlement of the Price for Work in cash provided the Customer is in delay with settlement of a due invoice.
- 3) Maturity of invoices shall be 14 days following the day of their issuance. In the event an invoiced amount is not settled in the determined period of time, the Contractor shall be entitled to charge a late payment interest amounting to 0.05% of the due amount for each, even only a commenced day of delay.
- 4) The settlement day shall be understood the day on which the invoiced amount is credited into the Contractor's bank account, which is included in the invoice.
- 5) The Contractor shall be entitled to change the Price for Work and to inform the Customer of this change in writing in advance. As well as informing the Customer of the change of the Price for Work, the Contractor shall also send to the Customer a written draft of an amendment to this Contract including the change of the Price for Work.

- 6) A change of the Price for Work shall be binding for the Contracting Parties as at the moment that both Parties conclude the relevant amendment to this Contract. Unless an amendment is concluded within 60 days following the day on which the notification of the Price for Work change and the draft of an amendment to this Contract were sent at the Customer`s address that was the last to be communicated to the Contractor in writing, the Contractor shall be entitled to withdraw from this Contract in writing with the notice period of 1 (one) month starting on the first day of the calendar month following the month during which the notice was delivered to the Customer.

## **V.**

### **Manner of Execution of Work**

- 1) The Contractor undertakes to execute the Work from Monday to Friday from 6.00 a.m. to 10.00 p.m. Provided it is necessary and following a phone or e-mail arrangement even beyond the working hours non-stop. A lump-sum fee according to the price list is added to the price of washing that is carried out beyond the working hours. The Work shall be executed only provided the operating capacity is satisfactory and provided the order has been accepted.
- 2) The Customer understands that the technical equipment of the washing station does not make it possible to clean car tankers that are dirty from asphalt, glue, resin, dangerous poison, etc.
- 3) The Contracting Parties have agreed that due to the improvement of the occupational safety at the car tankers washing station the Customer shall be obliged to provide a CMR sheet, a material safety sheet concerning the material that was the last to have been transported in the tanker, or to declare in a different conclusive matter what material was the last to have been transported. These documents shall always be provided by the Customer before the cleaning is commenced. In the event that this obligation is violated, the Customer shall be entitled to refuse to execute the Work; such refusal shall not be considered to be violation of the Contract. The Customer shall observe instructions for drivers that are a part hereof in the form of an annex to this Contract.
- 4) The Customer or as the case may be the car tanker driver undertakes to observe general legal regulations concerning environmental protection, occupational safety, hygiene and fire protection.
- 5) The Contractor shall inform the Customer of a planned shutdown of their production facility. During this time the Contractor cannot fulfil their obligations arising out of this Contract. This information shall be provided in writing (a fax or an e-mail message shall be sufficient); in case of a planned shutdown it shall be provided at least 2 weeks in advance, in case of an unplanned one it shall be provided as soon as the shutdown has been identified without undue delay (by fax, e-mail or phone).
- 6) In the event that a car tanker, a silo or a container contain a larger amount of the residue of the product having been transported, the price for disposal of this residue shall be added to the price for washing. The driver shall confirm the contents of the residue of the product by signing the delivery note.

## **VI.**

### **Execution of Work**

- 1) Following each execution of the Work according to this Contract for Work, the Contractor undertakes to issue to the Customer an original of ECD – the Eftco Cleaning Document,

which was developed by EFTCO (European Federation of Tank Cleaning Organisations), hereinafter referred to as the "ECD".

- 2) The Contractor has fulfilled his obligation to execute the Work by handing over a cleaned car tanker (a silo or a container) to the driver of the vehicle, who shall confirm the quality of cleaned chambers by signing the ECD.
- 3) Execution of the Work shall be proved by means of the ECD which shall bear identification of the chambers having been cleaned. It is also possible to state there the numbers of the hoses that have been cleaned. We can seal them on request.
- 4) The Contractor has a certified SQAS System – Safety and Quality Assessment System – a system for evaluation of safety and quality during transportation. We are a member of CACS – Czech Association of Cleaning Stations. We observe the Responsible Care principles. The Customer is obliged to follow the Contractor`s standards and valid legal regulations.

#### **VII. Defects of Work**

- 1) The Contractor shall be liable for correct cleaning of car tankers (silos, containers). In the event that the driver of a vehicle finds out that the method of cleaning does not correspond with the method of cleaning as per Art. IV hereof, the driver may request that the cleaning is repeated. The Contractor shall not be liable for the quality of a cleaned chamber of a car tanker provided they find out that there were layers of the product having been previously transported under the residue of the product being the last to have been loaded.

#### **VIII. Final Provisions**

- 1) Unless stipulated otherwise in this Contract, the rights and obligations of the Contracting Parties shall be governed by relevant provisions of Act No. 513/1991 Coll., the Commercial Code, as amended.
- 2) Changes and amendments to this Contract shall always be executed in writing.
- 3) This Contract comes into force and effect on the day on which it is signed by both Contracting Parties. The Contract has been executed in two counterparts; each Contracting Party shall receive one of them.

Kolín, dated:

On behalf of the Contractor:

On behalf of the Customer:

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**AQUATRUCK spol. s r.o.**  
**Luboš Cenker**  
Executive Head of the Company

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Executive Head of the Company