

# Framework agreement for transport in road freight transport and multi-modal transport

between:

Eesti Chem OÜ  
Pikk 35 – 2  
10133 Tallinn  
Estonia

(hereafter, "Customer")

and:

Terra-Trans LTD  
Av.Mira 19/21  
236000 Kaliningrad  
Russian Federation  
(hereafter, "Contractor")

## § 1 Sphere of applicability

This agreement shall apply generally and be applicable subject to any deviating individual agreements for all transport agreements between the Customer and the Contractor in national and international road freight transport. The requirements profile for transports in road freight transport and multi-modal transports that are attached to this agreement as an annex shall be a component of this agreement and all individual transport agreements.

## § 2 Awarding of the order / Acceptance of the order

The Customer shall be entitled to award the individual orders upon the basis of this framework agreement in writing, by fax or e-mail.

The order of the Customer shall then be considered as accepted if the Customer does not receive an objection from the Contractor immediately, no later than 2 hours after the awarding of the order.

When the order is awarded by the Customer, the Contractor shall receive all information that is needed for a proper execution of the transport. Subsequent instructions and/or amended instructions of the Customer must be taken into consideration by the Contractor.



§ 3 Unloading/Load-securing

The load-securing devices put on by the shipper may only then be removed at the unloading location. In the event that only parts of the goods are unloaded, the driving personnel of the Contractor are obliged to undertake the necessary measures for the securing of the remainder of the load in its own responsibility before continuing the delivery trip. Other safety obligations of the Contractor based upon law or agreements concluded shall remain unaffected.

§ 4 Transport timeframe / Delivery timeframe

The timeframe shall be prescribed by the Customer in working days calculated from the shipping date and shall be correspondingly taken into consideration by the Contractor; the timeframe thus agreed upon shall be considered to be the delivery timeframe in accordance with § 423 HGB [**German Commercial Code**].

§ 5 Special permit / Travel route planning

With respect to the transport of goods that may be transported only with a special permit / travel route planning, the Contractor shall guarantee with the acceptance of the transport order that it has the required permit or can obtain such a permit at its own expense in a timely fashion.

§ 6 Liability / Insurance

6.1 For the liability of transports within Germany, the directives of the HGB shall apply, regardless of the location where damages are incurred and continuously from the time the goods are handed over until they are delivered to the recipient.

**ATTENTION:**

**The maximum liability amounts for loss or damage to the goods shall be determined in amendment of § 431 Paras. 1 and 2 HGB pursuant to §§ 449 Para. 2 Clause 1, 466 Para. 2 Clause 1 HGB with respect to 40 SZR (billing units) for each kilogram of gross weight. Unaffected by this shall be the maximum liability amount for other financial losses. (§ 433 HGB).**





- 6.2 For transports within international transport and regardless of the location where the damages are incurred, the CMR shall continuously apply as the basis for the liability from the time the goods are turned over until they are delivered to the end recipient.
- 6.3 The liability in accordance with 6.1 and 6.2 shall also apply for multi-modal transports.
- 6.4 The Contractor must take out insurance covering the full liability risk for the HGB and CMR liability pursuant to 6.1– 6.3.
- 6.5 The Contractor must take out motor vehicle liability insurance with the respective nationally highest coverage amount possible for transports that are carried out with its own vehicles.

If the Contractor commissions domestic or foreign subcontractors, it must likewise ensure that liability insurance with the respective nationally maximum coverage amount possible has been taken out for the vehicles used.

The Contractor must take out sufficient subsidiary insurance in the event that the subcontractors do not document the taking out of the required motor vehicle liability insurance before the transport is received.

- 6.6 The Contractor must take out liability insurance, both for risks from operations as well as for environmental risks, with a sufficient coverage amount, nonetheless at least EUR 2.5 million as a lump-sum amount per insured event.

If the Contractor commissions domestic or foreign subcontractors, it shall either include them in its own liability insurance policy or ensure that the subcontractors likewise conclude liability insurance with a sufficient coverage amount, nonetheless at least EUR 2.5 million as a lump-sum amount per insured event.

- 6.7 The Contractor must document the insurance protection in accordance with Clauses 6.4-6.6 without having to be requested to do so.

## § 7 Dangerous goods/Decontamination documentation

In the event of the contamination of the vehicle with dangerous goods, the Contractor shall be obliged to immediately ensure the removal of the contamination and to provide documentation of the decontamination.

## § 8 Vehicle controls

In the course of its quality and safety monitoring, the Contractor shall be obliged to inspect its own vehicles (as required, the traction unit and chassis) and the vehicles of its subcontractors for operational safety and to document the inspection results.



§ 9 Delay / Extra costs / Ancillary costs

The Contractor shall be obliged to immediately notify the Customer of each delay in transport (downtime, delays and other problems).

In the event that the Contractor incurs any extra costs/ancillary costs, the Customer must be notified of them orally at the outset and, after their incurrence, within 24 hours in writing. Any possible costs incurred can be assumed only against a bill of weight /delivery certificate of the customer or the written return confirmation of the customer. A tachograph as documentation is not accepted by most customers and thus also not by the EESTI CHEM and is permitted as documentation at best for customer inquiries.

If the aforementioned approach is not followed, the Customer may accept no extra costs.

§ 10 Amendments of the agreement

This agreement shall replace all written and oral agreements concluded up to now between the contractual parties regarding the contractual documents.

Amendments or supplements to this agreement must be in writing. The written form requirement may only be contracted out through a written agreement of the contractual parties.

§ 11 Contractual duration / Termination

This agreement shall be concluded for an indeterminate period of time. The agreement may be terminated by either party at any time while providing three months' notice.

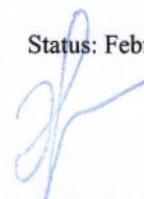
The right to an extraordinary termination due to good cause shall remain unaffected.

The termination must be declared in writing.

§ 12 Secrecy

The Contractor shall be obliged to maintain the strictest secrecy regarding all information about operational facilities, business transactions, trucking rates and work approaches of the Customer and its customers, of which it gains knowledge. This obligation shall then also continue to apply even after the termination of the contractual relationship.

The Contractor must impose a corresponding secrecy obligation upon the personnel it deploys as well as its subcontractors.





The Contractor shall be liable for all damages that the Customer and its customers incur due to the negligent violation of this obligation.

§ 13 Data protection

The Contractor shall be entitled to process and save the data required for the handling of business transactions – including personal data – while adhering to the applicable data protection laws. The Contractor shall notify the affected persons of this in accordance with §33 BDSG [**German Data Protection Act**].

The Contractor shall only collect or process personal data if this is required for the implementation of this agreement of the transport agreement with the Customer.

§ 14 Legal venue

The exclusive legal venue for all disputes originating from or in connection with this agreement and the respective transport agreements between the Contractor and the Customer shall be the central office of the Customer in Hamburg. The law of the Federal Republic of Germany shall apply.

§ 15 Severability clause

In the event that one or more of the aforementioned provisions should be or become invalid or unworkable, in whole or in part, the validity of the remaining provisions shall remain unaffected by this. In place of the completely or partially invalid or unworkable provision, such a provision shall be agreed upon that most closely corresponds legally, with respect to place, time, scope and sphere of validity, to that which the contractual parties had intended with the original sense and purpose of the invalid or unworkable provision. The same shall apply for any gaps or omissions in the agreement.

Klaipeda, 06.02.2011

Eesti Chem OU

.....  
(legally binding signature)



Klaipeda, 06.02.2011

(place, date)

Terra Trans LTD

(company)

.....  
(legally binding signature)



**REQUIREMENTS PROFILE  
FOR  
TRANSPORTS IN ROAD FREIGHT TRANSPORT AND MULTI-MODAL  
TRANSPORTS**

Status: September 2004

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## INTRODUCTION

The quality of the transport service has an influence upon the quality of the products being transported. They must be transported in a safe and environmentally friendly manner, without restricting their quality and while taking customer wishes into consideration. Thus, high requirements are imposed upon commissioned logistics service providers.

This requirements profile shall apply for logistics service providers of the chemical industry (such as shippers and carriers) – hereafter, “Contractor” – in national and international road freight transport including multi-modal transport.

In addition to quality assurance, the goal is the optimisation of safety in transport, particularly of dangerous goods. Information is provided regarding the requirements necessary from the perspective of the chemical industry.

The obligations of the Contractor to adhere to all statutory directives shall remain unaffected.

### 1. COMPANY PROFILE

Please use the enclosed “Supplier Profile” for the depiction of your company profile.

Without having to be requested to do so, notification must be made of essential changes in the company profile.

Please also send along all quality certificates as well as all insurance documentation without having to be requested to do so.

### 2. VEHICLES, CONTAINERS AND ADDITIONAL EQUIPMENT

- 2.1 The vehicles, containers and additional equipment provided for the loading and unloading of goods must be in technically impeccable condition and be in optically good appearance and must adhere to the statutory and governmental agency directives and correspond to the requirements for the goods to be loaded that were imposed when the order was awarded.

- 2.2 The vehicles and loading units must correspond to the requirements of the anticipated means of transport, particularly the multi-modal transport (including ferry transport).
- 2.4 Vehicles that transport dangerous goods must be equipped with devices, equipment or systems to deter theft. Ideally, this can be an electronic anti-theft engine immobiliser or, as a minimum requirement, a mechanical anti-theft engine immobiliser.
- 2.5.1 There must exist the possibility of communicating with the vehicle or vehicle driver (e.g., mobile telephone, transponder, ...).
- 2.6 Preferred are low-emission, noise-reducing and energy-saving vehicles. Vehicles with safety-increasing features such as ABS, ASR, Retarder and speed-restricting devices are to be preferred when selection is made.
- 2.7 The special requirements specified in the enclosures must be followed.
- 2.8 The agreed-upon temperature range must be adhered to in the transport.

**EESTI CHEM-specific additional requirements:**

- 2.9 Vehicles for dangerous goods transport must be equipped with a telecommunications system.
- 2.10 Vehicles for the transport of dangerous goods must be protected with technical measures against theft (such as an alarm system against break-ins / theft and / or electronic anti-theft engine immobilisers).
- 2.11 Because, with dangerous goods in accordance with current ADR directives, the loader (in this case: the Customer) is responsible for making sure that the vehicle provided for loading corresponds to the applicable directives and, in accordance with the ADR, must reject the loading if this should not be the case. It is pointed out that the customers of the Customer may not load the vehicles of the Contractor if, in accordance with the ADR, the pieces of equipment are not brought along that have been specified in the written instructions (transport emergency cards) for the implementation of the general and, as required, the additional and / or special measures.

Vehicles must carry along the following pieces of equipment:

- .1 A wheel chock per vehicle (the size must correspond to the vehicle's size and the wheel diameter)
- .2 Two self-standing warning signals (e.g., reflective cones or triangles or orange-coloured warning blinking lights)
- .3 A suitable reflective safety vest or reflective safety clothing (e.g., in accordance with standard EN 471) for each member of the drivers' crew



- .4 An ex-protected inspection lamp for each member of the drivers' crew
- .5 Breathing mask for escape in accordance with transport emergency cards or as stipulated
- .6 Gloves made of synthetic materials
- .7 Lightweight protective clothing and protection for the feet (e.g., safety shoes / boots)
- .8 Protective glasses (as required, facial protection)
- .9 Eye-rinsing bottle with pure water or suitable eye-rinsing liquids
- .10 Collective containers made of synthetic materials
- .11 Broom
- .12 Shovel / spade
- .13 Two fire extinguishers, at least satisfying the ADR directives
- .14 Safety hard hat
- .15 First-aid kit

2.12 In the transport of products that are subject to temperature control for safety reasons, the vehicles must be equipped with the required temperature gauges and alarm systems and co-loading is absolutely forbidden. Exceptions to this rule shall require the approval of the Customer. Before the loading, the loading unit must be brought to working temperature.

### 3. PERSONS INVOLVED IN THE TRANSPORT

3.1 The Contractor must deploy reliable, technically trained driving personnel with valid driver's licenses and sufficient driving experience, in the event of dangerous goods transport with corresponding training in the area of safety (cf. Chapter 1.10 ADR/RID) and training certificates.

The requirements shall apply to a greater extent in the respect that drivers of vehicles with a permissible total weight > 3.5 to (with which hazardous goods are transported) must also then have the training certificate if the exemption provision in accordance with Sub-section 1.1.3.6 ADR is used.

3.2 The Contractor shall be obliged to adhere to §§ 7b and 7c GüKG [**German Road Haulage Act**]. The documents addressed in § 7b GüKG must be presented by the driver to the Customer and its customers before the loading is made upon request.

- 3.3 The Contractor must communicate all related knowledge to the driving personnel and provide them with the documents that they need for a safe and qualified execution of the order, e.g. for the dealing with
- The technical equipment of the vehicle
  - The load-securing equipment
  - The loading auxiliary equipment and
  - The personal protective safety gear
  - Product knowledge
- 3.4 The driving personnel must familiarize themselves with the content of the transport emergency cards and carry them along at the designated locations in the vehicle.
- 3.5 Factory-specific instructions must be followed.
- 3.6 During the loading and unloading, the driving personnel must wear the prescribed protective clothing.
- 3.7 There is a general ban on alcohol and drugs. Existing smoking and telephone usage bans at the respective factory must be followed.
- 3.8 Statutorily prescribed driving and non-working hours must be followed.
- During the transport of dangerous goods, no non-company persons may ride along in the vehicle.
  - The vehicle driver must always effectively ensure that the vehicle doesn't roll away by accident (parking brake and, as required, the use of wheel chocks)

**EESTI CHEM-specific additional requirements:**

- 3.9 The instructions in the driver's manual of the EESTI CHEM must absolutely be observed and followed by the Contractor.
- 3.10 During the loading and unloading, the driving personnel must remain in or alongside the vehicle or officially report to a responsible person of the Customer or the Customer's own customer.
- 3.11 In the factories of the Customer's own customer, the driving personnel shall have the absolute obligation to carry the following personal protective gear with them and, when leaving the vehicle, to put it on:
- .1 Clothing covering the body
  - .2 Protective safety shoes (in accordance with EN 345)
  - .3 Protective hard hat



These standards for protective gear shall not invalidate other statutory standards, e.g., for the transport of dangerous goods.

The Contractor declares itself to be in agreement with the controlling of the personal protective gear of the drivers by the Customer and its customers.

- 3.12 In the event of imminent danger in the course of the transport (e.g., through the discontinuation of or reaction to a product), the driver must – under absolute adherence to self-protection – immediately undertake all suitable measures that appear to be appropriate, based upon the circumstances and type of situation, to ward off dangers for third parties, the environment, animals as well as loading or to prevent damages.
- 3.13 The Contractor must ensure that references from previous employment relationships (provided they are applicable) are provided for newly hired driving personnel.
- 3.14 The requirements in accordance with 3.1 shall apply in an extended fashion in the respect that drivers of vehicles with a permitted total weight > 3.5 t (with which dangerous goods are being transported) must also then have the training certificate in accordance with Chapter 8.2 ADR if the exemption provision in accordance with Sub-section 1.1.3.6 ADR is being used.

#### **4. LOAD-SECURING**

- 4.1 The entitlement to pick-up the goods must be documented by the driving personnel. An identification of the vehicle and the overall vehicle staff (through an official photo ID) must be possible. Thus, it is supposed to be prevented that the goods are turned over to unauthorised parties.

#### **EESTI CHEM-specific additional requirements:**

- 4.2 Tank vehicles and tank containers loaded with dangerous goods
  - .1 that are stopped must either be watched by the driver or parked in fenced-in or suitably monitored parts of the premises
  - .2 may absolutely not be parked in residential areas
  - .3 may be parked only upon the premises of the Contractor and its customers or in suitably secure areas over the weekend and on holidays.
  - .4 that are parked over the weekend and on holidays must be reported with its location to the management centre / vehicle scheduling centre of the Contractor or the local authorities.

#### **5. USE OF SUBCONTRACTORS**

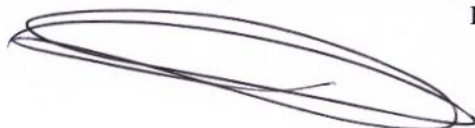
- 5.1 If the Contractor does not carry out the transport itself, exclusively carefully selected, reliable subcontractors must be used.
- 5.2 The Contractor must ensure that subcontractors likewise fulfil this requirements profile.
- 5.3 The quality management system of the Contractor must also include the subcontractors that are commissioned.

**EESTI CHEM-specific additional requirements:**

- 5.4 A transfer of the orders of the Customer to subcontractors shall require the prior approval of the Customer.
- 5.5 The Contractor shall ensure that the subcontractors that are commissioned likewise fulfil the additional requirements regarding liability and insurance that have been imposed upon it.
- 5.6 An assignment of the orders by subcontractors to third parties is not permitted without the approval of the Customer.

**6. SAFE AND ENVIRONMENTALLY-FRIENDLY TRANSPORT**

- 6.1 Before transport is made, the transport safety and the completeness of the equipment in the vehicle must be inspected by the driver. The prescribed or agreed-upon equipment must be brought along upon all vehicles until the transport is completed.
- 6.2 The statutory and any more extensive load combining/separation directives of the Customer must be followed.
- 6.3 The highest permissible total weight may not be exceeded.
- 6.4 Safe transport routes must be selected (i.e., preferred use of the Autobahn roadways, as required, driving around indicated protected areas, avoidance of driving through purely residential areas).
- 6.5 If vehicles are parked with dangerous goods, they must be watched or, to the greatest extent possible, parked where sufficient security is guaranteed. The applicable terms and conditions of the GGVSSE [**German Road Haulage of Dangerous Goods Act**] must be followed.
- 6.6 The reloading of complete and partial loads shall require the approval of the Customer. If, during the execution of the transport, a reloading is required, the same requirements must be imposed regarding vehicle quality, drivers, etc. as for the loading at the factories of the Customer.
- 6.7 The driver may only unload the goods or provide the vehicle for unloading upon the direction of an authorised representative of the recipient.





- 6.8 The willingness of the Contractor to use multi-modal transport conceptions is required, provided that they are operative and economically possible and reasonable.
- 6.9 Environment-damaging influences must be forbidden and, where unavoidable, kept to a minimum as much as possible.
- 6.10 The Contractor must ensure 24-hour stand-by duty. A responsible and technically knowledgeable person must be reachable in emergencies.

**EESTI CHEM-specific additional requirements:**

- 6.11 In all cases, the Contractor must supervise the proper execution of the transport. It must ensure that the statutory directives as well as the instructions specified in the shipping order are reliably followed. The adherence to the applicable dangerous goods directives is expressly referred to.
- 6.12 Attention must be paid to driving in a defensive manner.

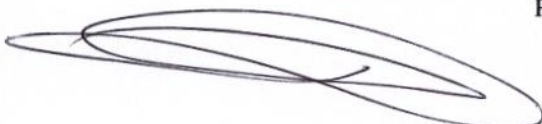
**7. DELIVERY SERVICE**

The Contractor must support the efforts of the Customer with a customer-oriented delivery service, e.g., through

- 7.1 Acceptance of the goods at the agreed-upon point in time
- 7.2 Adherence to specified departure times
- 7.3 Adherence to the promised timeframes and prescribed delivery deadlines
- 7.4 Adherence to the recipient's instructions and directives regarding the delivery, provided that they do not conflict with those of the Customer
- 7.5 Determination of the respective location of a shipment within an appropriate period of time
- 7.6 Immediate notification of the Customer in the event of delays upon the transport route, notification regarding the reason for the delay, measures undertaken and the anticipated new delivery date
- 7.7 Immediate notification of the Customer regarding complaints about the quality and quantity of the goods that the recipient notes in writing in the billing.

**EESTI CHEM-specific additional requirements:**

- 7.8 The Contractor shall remain responsible for the complete and correct delivery of goods in accordance with the loading order.



7.9 Service quality and shipper performance shall be evaluated by the Customer. The results of the evaluation may lead to influencing the awarding of transport orders.

## 8. TRANSPORT DOCUMENTS / SHIPPING DOCUMENTS

- 8.1 The transport documents prepared by the Contractor must be properly filled out and brought along with the remaining shipping documents.
- 8.2 In the event that a shipping order is awarded, the Contractor must register the shipper as the "Sender" on the freight note.
- 8.3 In the event that a transport agreement is concluded, the Contractor must register the Customer as the "Sender".
- 8.4 The customs formalities prescribed for frontier-crossing transport must be fulfilled in a timely manner by the Contractor; the provided customs documents must be handled according to the instructions that have been provided.
- 8.5 The goods may be accepted and delivered only against a legally valid receipt.
- 8.6 The delivery confirmations must be maintained in accordance with the statutory provisions and, upon request, made available in a timely manner.
- 8.7 Transport documents / shipping documents or their content may (with the exception of governmental agency controls and persons involved in the transport) not be made available or submitted to third parties.
- 8.8 Transport documents / shipping documents that do not affect the ongoing transport may not be openly carried in the vehicle.

### EESTI CHEM-specific additional requirements:

- 8.9 Customs documents (such as T documents) may be submitted to the customs office of destination, the customs agents, the railway agency, the depot, the recipient of the goods and other third parties only against a written receipt. The receipts must be kept by the Contractor for five years and, upon request, immediately provided to the Customer.

## 9. WEIGHING

The Contractor declares itself to be in agreement with tare, gross and check weighings whereby





- 9.1 Tanks with fuel or any other modification of the vehicle weight between tare and gross weighings (for recipients, between gross and tare weighings) are not permitted
- 9.2 If an overloading of the vehicle is discovered, the vehicle must be driven back to the loading location for a partial unloading and thereafter, a new gross weighing must be carried out
- 9.3 With respect to bulk loadings, after the recipient is confident that a complete drainage has been achieved, rinse liquids / products may then be filled into the drained chambers only after the check weighing has been made.

## 10. INFORMATION

- 10.1 The Contractor must ensure the correct and timely disclosure of relevant information – e.g., security data, order status, reference number of the Customer or the Client – in order to build a seamless information chain (e.g., to the subcontractors).
- 10.2 The Contractor must support the introduction / expansion of electronic data exchange (EDI) if the Customer desires this (e.g., EDIFACT).
- 10.3 In the event that mailbox systems are used, the Contractor must ensure the regular retrieval of the transmitted information.
- 10.4 All information and data provided must be kept confidential.

### EESTI CHEM-specific additional requirements:

- 10.5 Respectively on the date the tank container is handed over, the loading and/or the unloading is made, the Contractor shall be obliged to provide the following information to the Customer in writing:
  - Job numbers
  - Tank container numbers
  - External condition of the tank container (Interchange driver's manual)
  - Loading time (date / time from to)
  - Unloading time (date / time from to)
  - Loaded weight
  - Loaded product
  - Unloaded weight
  - Seal numbers
  - Ancillary costs incurred
  - Loading/unloading temperature
  - For multi-chamber tanks, which chamber with which product in which quantity
- 10.6 The Contractor must ensure that information, which is customarily regarded as a business secret of the Customer, is handled with strict confidentiality, not disclosed to third parties and

not used for one's own commercial purposes. This also includes knowledge about facts, upon the basis of which the logistical prices / rates are calculated. Furthermore, the Contractor must ensure that absolute secrecy is maintained vis-à-vis third parties regarding the logistical conditions agreed upon with the Customer.

## 11. ACCIDENTS / DAMAGES

11.1 In the event of damages to and/or endangerment of persons and/or influences upon the environment, the fire department and/or police department must always be immediately notified. Furthermore, the following data must be immediately reported to the office specified on the transport emergency card or, in the event of non-dangerous goods, to the office designated by the Customer.

1. Name and company of the reporting party
2. Official registration number and type of vehicle, carrier, shipper
3. Time, place and origin of the accident/case of damages
4. Number of injured/dead, scope of the product failure, police/fire department on-site
5. Shipping data (order number, shipping destination, carrier, shipper)
6. Measures carried out or affected by the driver
7. Recall possibility for further information (name, address, telephone, fax, e-mail)
8. As required, authorised claims agent (name, address, telephone, fax, e-mail)

11.2 With respect to each accident/case of damages, a log must be prepared by the Contractor that must be sent to the Customer in a timely manner without the Customer having to request that this be done.

11.3 Recognisable transport damages and losses of goods must be immediately reported by the Contractor to the Customer, regardless of the cause or responsibility.

### EESTI CHEM-specific additional requirements:

11.4 The Contractor must ensure that, in the event of a major incident (criteria pursuant to ADR) in the territory of an ADR contracting state, a report in accordance with ADR is presented to the competent agency and that the Customer receives a copy of this report without having to request that this be done.



- 11.5 If equipment of the Customer or the Contractor is damaged or lost during transport (or the assumption of the TC's until the surrender of the TC's is made), the Customer must be immediately notified.

## **12. QUALITY MANAGEMENT SYSTEMS / AUDITS**

- 12.1 The Contractor must use and maintain a quality management system in order to document how all general and special requirements are regularly assured and further optimised within its company.

The QM system should be developed upon the basis of ISO 9000 ff. or comparable methods.

Upon request, the Contractor shall present the documentation to the Customer or its authorised representatives for inspection and permit an auditing of the operational processes.

- 12.2 For safety and quality audits by the Customer, external inspection companies or, in its own responsible implementation, by the Contractor, an adequate set of questions shall be used as a rule.

### **EESTI CHEM-specific additional requirements:**

- 12.3 The Contractor shall declare itself ready at any time to allow the Customer to examine the adherence to the requirements profile.
- 12.4 The highest management of the Contractor must state and document its target goals and obligation to quality management. It must ensure that this policy is understood, realised and adhered to upon all company and organisational levels.
- 12.5 The Contractor must maintain a functional error and complaint processing procedure, due to which these correction and preventive measures and the resulting improvements can be carried out for the sustained and effective elimination of error sources.
- 12.6 The Contractor shall be obliged to submit a written opinion statement regarding complaints and claims upon the part of the Customer and its own customers within 2 working days.

Costs that are incurred through the non-adherence to the time period shall be assumed by the Contractor.

## **Annex 1**

### **LIQUID BULK GOODS IN TANK CONTAINERS AND TANK VEHICLES**

## 1. Technical Components

The Contractor must ensure the following:

- 1.1 The containers, drainage equipment, pumps and the truck-mounted tubing materials, fittings and seals must be clean, dry and free of odour, unless special product-specific agreements are made.
- 1.2 Use of suitable, technically and optically impeccable and pressure-tested tubing materials.
- 1.3 Tubing materials that are used for stated products / product groups must be clearly marked and may only be used for them.
- 1.4 Use of pressure tanks made of stainless steel unless there are requirements to the contrary.
- 1.5 Carrying and presentation of required permits and testing certificates for the product to be transported.
- 1.6 Stating the number of existing fuel baffles and chambers.
- 1.7 Marking of the chamber numbers on the dome covers, fuelling nozzles and related outlets.
- 1.8 Stating of the exact tank/chamber volume on the dome covers and fuelling nozzles must be clearly visibly and permanently marked.
- 1.9 Equipping with equipment (lugs) for the fastening of product signage / metal seals upon the outlets and dome covers.
- 1.10 Before the fuelling, all drainage equipment and, after the filling process, all fuelling equipment must be properly closed.
- 1.11 Equipping with a clearly marked and functional grounding pin.

## 2. Cleaning Equipment

- 2.1 The Contractor shall be responsible for the selection of the permitted and reliable cleaning systems.
- 2.2 Suitable cleaning systems shall be considered to be such companies that operate the cleaning / disposal services in accordance with the statutory directives and governmental agency approvals with the necessary permits (with respect to operations and disposal).
- 2.3 It is required that the cleaning company be obliged within the scope of quality assurance to undertake and document the required measures (inspection, maintenance, repair) in a timely manner, to only use qualified personnel and, as required, to permit audits.



- 2.4 It is requested that an SQAS assessment for tank cleaning systems be carried out.
- 2.5 The cleaning of a tank shall be generally carried out after the last load of goods is made and – to the extent that this is known – after the forecasted load of goods is made or in consultation with the cleaning company.
- 2.6 As required, the Customer shall provide the Contractor with the product information (e.g., security data sheet) in order to ensure a proper cleaning / disposal. Disposal documentation must be presented to the Customer upon request.
- 2.7 The goal being striven for is the complete drainage of the tanks. Moreover, if product remnants are found, the tanks shall be subjected to a cleaning/disposal only after consultation with the Customer.

### 3. Cleaning Documentation

- 3.1 All cleaning companies are obliged to prepare cleaning documentation from which the proper cleaning and disposal is indicated. For this, it is recommended that the "European Cleaning Document" (see enclosure) be used.
- 3.2 The cleaning documentation should contain the following minimum standards:
1. Format of the document: DIN A4.
  2. Ongoing Unicat numbering, technically safeguarded against duplications and forgeries.
  3. The document shall contain the following information:
    - Identification of the tank cleaning system with a complete address, fiscal and commercial specifications and – if available – the national association membership and a reference to **EFTCO**
    - Identification of the Customer (contractual partner)
    - Identification of the vehicle / tank
    - Arrival and departure times of the vehicle
    - Data regarding the completed cleaning work in which the determined code for cleaning operations (tank, tubes, pumps, valves) is used.

This nomenclature is available in six languages and has been accepted by all national associations of cleaning system operators. The EFTCO cleaning code may be downloaded upon the Internet as a PDF file at [www.eftco.org](http://www.eftco.org). As required, this nomenclature may be expanded through additional codes and languages.

- For each cleaned compartment, the entering of the most recently loaded product with a technical name and UN number.

4. Signature of the cleaning manager and the representative of the contractual partner (in general: of the driver).

**Observation:**

- Non-binding: Entering of the next load.
- The cleaning operations information shall be either completely printed out in advance and respectively marked with an "X" or, after the cleaning is successfully made, completely printed out with the information regarding the completed steps.

3.3 The cleaning documentation must be presented to the loading company before loading commences.

**4. Semi-finished product certificate**

4.1.1 The Contractor, whose tankers, as agreed upon, are supposed to be newly loaded in an uncleaned fashion, must ensure that a semi-finished product certificate is prepared and submitted. If, in this case, it deals with the reloading of a tank container, the semi-finished product certificate must be prepared by the Customer.

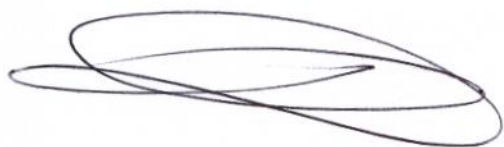
4.2 The semi-finished product certificate must contain the following data at minimum:

- Name of the Contractor and the carrier
- Vehicle, tank, chamber numbers
- Product
  - chemical-technical name (not just trade name)
  - dangerous goods classes
- Last order number (JOB NUMBER) of the Customer, loading date
- Document number, date, original stamp, original signature

These data may also be recorded on the form authorising collection from domicile.

4.3 The issuer of the certificate shall ensure that, after the unloading of the aforementioned product, no impurities whatsoever (e.g., dust, foreign substances, condensation water) get into the tank and that the tank is provided for another loading in a closed fashion.

**5. Examination Before the Loading**





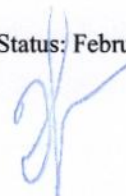
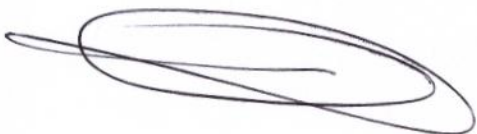
The Contractor must allow the Customer the chance to examine the proper condition of the tank and the drainage equipment before loading is commenced.

**6. Exclusion of vehicles**

Vehicles that are used for the transport of foodstuffs and wine must absolutely be used only for the transport of foodstuffs.

**Annex 2**

**USE OF FERRIES**



For the transport of dangerous goods, combined freight and passenger ferries are only allowed if permission for the special dangerous goods has been obtained.

The Contractor must ensure,

- That container chassis and other road vehicles are equipped with devices (strap-down ties, equipment for the blocking of suspension travel, etc.), that make it possible to securely strap down the cargo on-board and prevent a shifting of the transport unit during sea transport.

## Supplier Profile

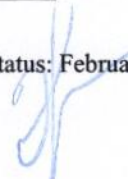
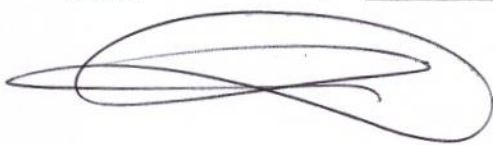
## Trucking Company

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### 1.) General Information

Company name : \_\_\_\_\_

Address : \_\_\_\_\_





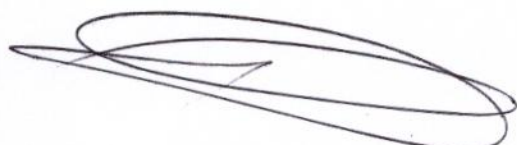
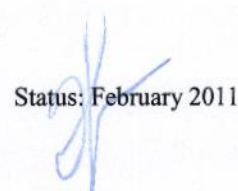
Contact person : \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_ Homepage: \_\_\_\_\_  
 Dangerous goods manager : \_\_\_\_\_  
 24h emergency number : \_\_\_\_\_  
 Industry sector : \_\_\_\_\_  
 Business connection since : \_\_\_\_\_  
 QM-System : Yes / No Certificate ISO 9000 Yes / No  
 Environment-System : Yes / No Certificate ISO 14000 Yes / No  
 First audit by Eesti Chem : \_\_\_\_\_  
 Last audit by Eesti Chem : \_\_\_\_\_  
 Filled out questionnaire : \_\_\_\_\_

**2.) Detail Information**

Number of own drivers : \_\_\_\_\_  
 Number of own tractors : \_\_\_\_\_  
 Average weight of tractors : \_\_\_\_\_  
 Number of ADR approval : \_\_\_\_\_  
 Compressor : Yes / No Number of Compressors: \_\_\_\_\_  
 Number of chassis : 20" 20"/30" 20"/40"  
 Average weight of chassis : \_\_\_\_\_  
 Number of ADR approval : \_\_\_\_\_  
 Number of Tipping chassis : \_\_\_\_\_  
 Own hydraulic pumps : Yes / No Number of hydr. pumps: \_\_\_\_\_  
 Electrical pumos : Yes / No Number of el.pumps: \_\_\_\_\_  
 How can the drivers be contacted: Phone / SAT / CPS

Supplementary Information:

Filled by: \_\_\_\_\_

Status: February 2011