

















FLEXIBLE TANK ADVANTAGES

















ISO 9001 CERTIFICATE





**GUARANTEE** 





GENERAL TERMS AND CONDITIONS





EXOM+





# PRODUCT PRESENTATION

CITERNEO's exclusive development of flexible tanks forms part of their global eco-responsible process.

Made from 100 % recyclable technical fabric, these tanks are an effective and reliable solution for the storage of liquids. Whatever their use: industrial (effluents, leachates, digestate...), agricultural (slurry, effluents from farm-produce, digestate...), domestic (used water...), CITERNEO flexible tanks do not require any specific maintenance.



Manufactured in a composite fabric 100 % polyester with a PVC coating, they are designed to resist a high range of temperatures: from -30 °C to +70 °C.

This equipment is a watertight enclosed flexible and foldable cistern, the structure of which is formed by an exclusive EXOM+ WR technical fabric coated with PVC.

The tanks offer total protection of their contents. Thanks to the design, the stored products are in permanent contact with the internal walls of the tank, which means they are not in contact with any exterior elements.

We systematically validate with you the prickings layout plan before processing the product.

- High resistance to acid and alkali effluents
- Specific conception for flexible tank
- Hydrophobic coating for a better longevity
- **Exceptional strength and resistance**
- Resistance to high and low temperature

- Reinforcement of all valve points
- Pre-assembled accessories at the factory for perfect sealing
- High mechanical quality
- Anti UV and antifungal formulation







# **TECHNICAL FEATURES**

Coating type	PVC		
Finish	Two-sided varnish		
Frame breaking strength (warp/weft)	4000/3800	N/50mm	NF EN ISO 1421 ou DIN 53354
Resistance to tears (warp/weft)	350/350	N	DIN 53363
Resistance to puncturing	8000/1500	N	NF EN ISO 12236 / ISO 17103
Temperature resistance range	-30 / +70	°C	EN 1876-2
Maximum operational temperature	55	°C	
Material	PES		
Adhesion	11 da	N/50mm	NF EN ISO 2411

These technical information are minimum medium values with a tolerance of +/- 10%.



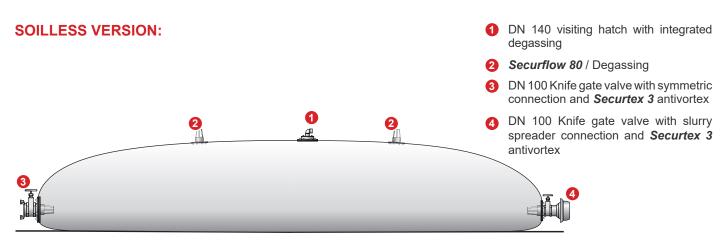


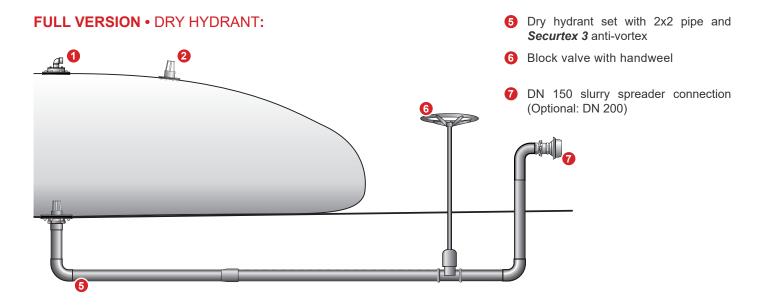
- **Economical solution**
- Net volume storage
- High capacities: up to 2000 m<sup>3</sup>
- Minimal earthworks
- Simple and fast to install

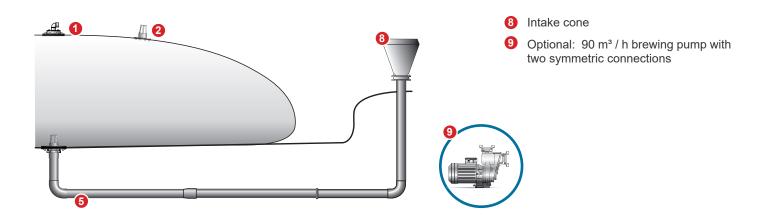
- **Compact and foldable**
- No planning permission required
- A transportable solution
- Easily integrable in to the environment











### THE TANK IS ADJUSTABLE:

It is possible to use specific equipment in order to improve the functioning or using of the tank according to each project.

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# **INSTALLATION GUIDE**

#### **SURFACE PREPARATION:**

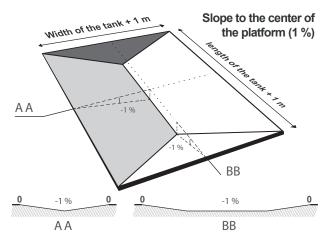
A 15 to 20 cm bedding of compacted gravel is recommended to ensure the stability of the platform.

A 10 cm (+/- 2 cm) layer of sand (0/2) is necessary to avoid puncturing. Crushed material must not be used on surface area.

The dimensions of the platform area must match those of the empty tank plus an area of 0,50 meter minimum on each side of the tank.

The platform must support the weight of the full tank without sagging or eroding.

The earthwork shall be carried out in accordance with the opposite diagram.



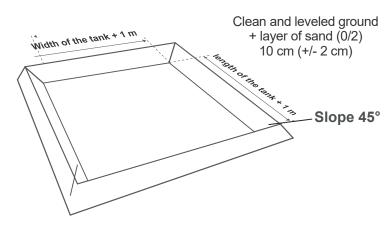
Clean and leveled ground + layer of sand (0/2) 10 cm (+/- 2 cm)

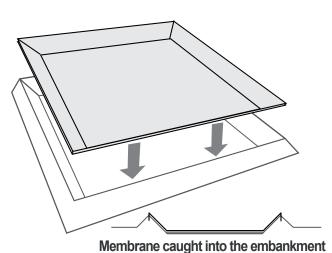
For the installation of your flexible tank for effluents we can propose a retention membrane.

You have two choices:

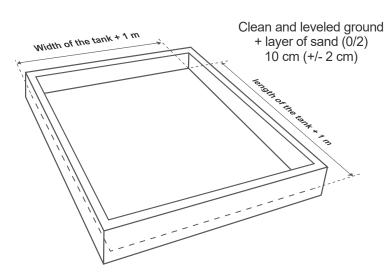
- Retention membrane on low wall
- Retention membrane on embankment

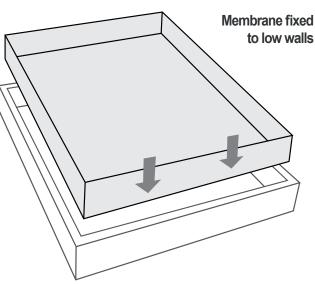
### Membrane on embankment





Membrane on low walls







#### TANK INSTALLATION:

For the installation of your tank, please follow the instructions given in the installation manual, delivered with the tank or accessible on our website:

#### **SOILLESS VERSION**

At the following address:

www.citerneo.eu/manual-effluents-soil-less-en

or

By scanning this QR code:

### **FULL VERSION • DRY HYDRANT**



At the following address:

or

By scanning this QR code:



www.citerneo.eu/manual-effluents-en

### **CONNECTION AND FILLING:**

The filling can be carried out by gravity or by pumping with the suction and / or filling devices.

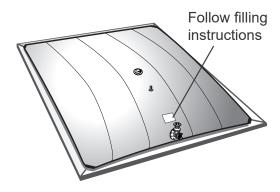
Any soilless connection to the tank must be flexible to absorb level variations.

Do not obstruct in any case the overflow and the degassings and never put a flexible tank under pressure.

The selection and positionning of the equipment depend on the use.

If the filling is not done immediately, it is recommended to ballast the tank with a minimum of 5 cm of liquid.

Please observe and follow the instructions on the tank label.



#### **TECHNICAL OBLIGATION:**

The maximum filling height indicated on the prescription label must be strictly respected.

The filling of the tank must be carried out under supervision.

Valves, if present, must be protected from frost.

The presence of degassing is imperative because the tank must not be pressurized. The degassing must not be obstructed.

pH of the liquid must be between 3 and 10.

The maximum dry matter content allowed in the liquid is 6%.

Effluents must be screened.

A total draining of the tank must be carried out annually.

The Net volume is reached at the maximum height.

The consequences of overfilling may cause the rupture of the tank.





Current issue date: Expiry date: Certificate identity number: 6 January 2022 5 January 2025 10416270

Original approval(s): ISO 9001 - 6 January 2013

**Certificate of Approval** 

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This is to certify that the Management System of:

# **CITERNEO**

ZI La Boitardiere, 124 rue de la Girardière, 37402 AMBOISE, France

has been approved by LRQA to the following standards:

#### ISO 9001:2015

Approval number(s): ISO 9001 - 0032752

#### The scope of this approval is applicable to:

Design and manufacture of flexible tanks (water cistern, fire-fighting, collection of rain water, tank suitable for contact with food, retention of fire-fighting water, tank for industrial effluents, flexible tank for agricultural effluents, percolation water, effluents sludge, flexible pouch for slurry, cistern for fermentation residues, liquid fertilizer, cistern for the storage of hydrocarbons).

### **Paul Graaf**

Area Operations Manager, Europe

Issued by: LRQA France SAS

for and on behalf of: LRQA Limited





# GENERAL INFORMATION TO THE ATTENTION OF THE BUYER-USER OF FREESTANDING FLEXIBLE TANK FOR THE STORAGE OF FILTERED EFFLUENTS

The guarantee period is indicated in the contractual documentation.

The guarantee period is one year (unless otherwise stated in the Contract - invoice/quotation) for the accessories, the production and electromechanical equipment provided that the installation and the utilisation of the tank comply with the recommendations.

No depreciation coefficient is applied to this warranty.

CITERNEO flexible tanks for the storage of effluents are designed to resist a storage temperature from -30 °C to +70 °C. Any storage of liquid which do not comply with the contractual features would result in loss of warranty.

#### **ACQUISITION OF THE GUARANTEE**

The application date of the guarantee is the date of issue of the invoice of the tank.

In case of warranty claim, the customer must:

- Prepare the site to facilitate access to the tank and equipment to repair.
- Empty and clean the tank to allow on-site repair and/or forwarding to the factory.

If it is proved that the material stamped and delivered by the Company CITERNEO is defective during the warranty period, CITERNEO will proceed to the repair on site or in the factory at its own expense, the exchange of the defective pieces, or the replacement of the tank, according to its choice and depending on the nature of the incident.

#### **EXCLUSION CLAUSES AND LIMITATIONS:**

The following do not fall within the scope of guarantee:

- Aspect imperfections of the matter (color, air bubbles...) possibly covered with additional welded part.
- The consequences of neglect, overfilling, lack of maintenance or lack of use (not complying with the instructions supplied with the tank).
- · Damage caused by any vehicle whatsoever.
- Damage caused by the use of chemicals, cleaning agents or other substances that could damage the material (hydrocarbons, solvents based on ketone or ester, aldehydes...) other than those expected.
- Failure to comply with technical requirements (pH, dry matter).
- Damage occurring during transportation, loading, unloading, storage or installation. The usual caveats should be reported (article 105 of the Commercial Code) regarding the transporter by informing CITERNEO.
- Damage caused by repeated fittings and removals or during temporarily storage of the tank.
- Damage caused by extreme weather, floods, natural disasters, burglary, vandalism, mechanical defects or force majeure.
- An alteration of the spot color or over the entire surface.
- · Uninstalling, resettlement, draining, filling, transfer or replacement of the content costs.
- A rupture of the counterflange due to overtightening.

#### **PREVENTION**

- The filling of the tank has to be done under supervision. Consequences of overfilling can lead to a rupture in the tank.
- CITERNEO disengages its responsibility in tank rupture due to any overfilling.
- If the filling is not done immediately, it is recommended to ballast the tank with a minimum of 5 cm of liquid.

#### **EXPIRY**

The warranty expires when:

- Repairs or other interventions are performed on the tank without the prior written consent of CITERNEO (request letter).
- Full payment is not made by the customer within the time specified.
- The defects observed were not reported by letter accompanied by a copy of the invoice sent to CITERNEO within 15 days immediately at the beginning of the damage.
- At the end of the warranty.
- Any repair done by CITERNEO following a request from the customer is covered for only one-year warranty. Except guarantees listed above, the supplier shall not be liable for any damages, including consequential damages.

### **LAW AND LITIGATIONS**

The legal guarantee resulting from Article 1641 of the Civil Code shall apply.

The above conditions are subject to French law. Any dispute relating to their application or execution shall be submitted to the competent courts of the headquarter of CITERNEO. It belongs to the client responsibility to make sure of the applicable regulation on the installation territory.

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\* In case of divergence the French version shall prevail.





## **GENERAL TERMS AND CONDITIONS**

#### 1- OBJECT

The purpose of the present General Terms and Conditions is to define the conditions under which the CITERNEO Company is committed to its Customer to selling the products concerned by the Quotation-order form. All correspondence must be written in French.

2.1 The present General Terms and Conditions, the Quotation-order form as well as any related documents (such as those relating to warnings and recommendations) constitute the entire Contract between the parties. They shall supersede any principle agreement or exchange of correspondence relating to the same operation. For all purposes, it is specified that the present General Terms and Conditions prevail over all other contractual conditions of the Customer, whether or not these have been brought to the attention of the CITERNEO Company.

2.2 The contractual documents constituting the Contract (Quotation-order form, General Conditions, annexed documents) must be interpreted strictly. It cannot therefore be discovered, at the expense of the CITERNEO Company, any obligations other than those which are expressly stipulated therein. In the event of conflict between contractual documents, these general conditions shall prevail.

#### 3- CONLUSION OF THE CONTRACT

A Contract shall be deemed to have been concluded between the parties only after the following essential formality have been completed:

- delivery by the Customer of the Quotation signed by his hand or that of his representative, accompanied

#### 4- OBLIGATION TO COLLABORATE

4.1 The seriousness and the implication that the CITERNEO Company is entitled to expect from its Customer guarantee adequacy and quality of the products supplied to him. For this reason, prior to any order, it is the Customer's responsibility to meet the definition and the complete census of his genuine needs, constraints and objectives to be achieved, clearly specifying the nature and the characteristics of the products he wishes to acquire. This information is communicated to the CITERNEO Company in good time.

4.2 The Customer shall thereafter be actively involved in the implementation of the products sold, in accordance with all the prerequisites and warnings communicated to him, and by not counteracting in any way the work of the CITERNEO Company. It will be up to the Customer:

- ensure systematically the conformity and the absence of defects of the products, as soon as they are
- to observe, during and after the performance of the Contract, any advice, recommendations or warnings which would be addressed to him by the CITERNEO company.

#### 5- DUTY OF ADVICE

From the information provided by the Customer, the CITERNEO Company strives to propose, among the products which it usually supplies, the one which seems most adapted to his needs. This solution, once formalized in the order form, is deemed to fully meet the Customer's expectations. In the event that he deems himself to be incompletely informed about the constraints inherent in the implementation or the use of the agreed products, it shall be the Customer's responsibility to ask CITERNEO for any necessary explanation. CITERNEO will not assume any responsibility for the suitability of a product designed or recommended by and under the responsibility of a Third Party.

#### 6- INTELLECTUAL PROPERTY RIGHTS REGARDING GOOD SERVICES

No intellectual property rights, whatever their nature, purpose or scope, shall be conferred on the Customer as a result of a contract between the parties.

#### 7- NON-DISCLOSURE AND NON-EXPLOITATION

Without prejudice to the specific obligations resulting from the Act or a separate agreement between the parties or use, the Customer shall during the whole period of the contract and then for five years following its termination, refrains from disclosing, communicating or exploiting in any way, directly or indirectly:

 plans, technical specifications, processes, methods, characteristics relating to the products and services marketed by the CITERNEO company, of which he is aware at the time of the execution of the contract.
 all information of an economic and commercial nature concerning the CITERNEO Company, of which he had took note during the performance of the contract.

#### 8- DIVISIBILITY

Contracts entered into between the parties are deemed to be divisible in respect of each other. By that, we notably mean:

- that the annulment or resolution of one party has no consequence on the pursuit of the others:
- that the customer cannot rely on the non-performance of a contract to refuse to discharge his obligations resulting from another contract.

#### 9- DELIVERY

Our delivery times are given for reference only and any delay in delivery cannot lead to any payment of compensation or cancellation of order.

Unless otherwise stipulated on the Quotation-order form, delivery will be effected by the provision of the product for the customer at the premises of the CITERNEO Company. After its delivery, it is the Customer's responsibility to insure himself, or through his carrier, the conformity of the product with the Quotation-order form, and its absence of hidden or apparent defect. In the absence of any reservations mentioned by the Customer in the acceptance report prepared for this occasion, the product delivered will be deemed to comply with the Quotation-order form. In the absence of reservations formulated by the Customer within 72 hours from the delivery of the product, the latter shall be deemed to be free from any defect, even if hidden.

#### 10- TRANSFERT OF OWNERSHIP

10.1 The CITERNEO Company expressly reserves the ownership of the goods delivered until full payment of principal and interest. The buyer will become responsible for the products as early as their physical delivery, the transfer of possession entailing that of the risks. The buyer therefore undertakes to subscribe as of the signing of this document, an insurance contract guaranteeing the risks of loss, theft or destruction of the designated goods

In the event of a total or partial non-payment of the price at maturity, for any reason whatsoever, the CITERNEO Company may require, ipso jure and without formality, the return of the products at the expense of the Customer

of the Customer.

In the event of legal redress of the Customer, current orders not yet delivered will only be delivered after express agreement of the judicial representative, or after full payment.

The Customer will be required to inform the CITERNEO Company of any measure of seizure, requisition or confiscation which would be carried out by or for the benefit of a third party.

In the event of transfer of the products before the transfer of ownership to the Customer, the CITERNEO

Company will be automatically subrogated to the rights of the Customer against the assignee.

10.2 Notwithstanding the stipulations above, the Customer will be accountable towards the CITERNEO Company, for the delivery of the products up to full payment of their price, not only for faults in the preservation of the said products, but also for any loss or partial or total destruction resulting from a case of force majeure or a fortuitous event. The Customer shall insure the products against the risk relating to their loss or partial or total destruction, whatever the cause.

The Customer is deemed to have the physical and legal custody of the products after their issue, in their structure as much as in their behavio

He will therefore have to insure against the risk of emergence of a damage to third parties, as a result of the said products.

#### 12- TRANSPORTATION

As a result of articles 9 and 10 above, the products are deemed to travel at the risk and expense of the Customer except if the transport is included in the quotation. By mutual agreement, unloading at the place of delivery shall be exclusively ensured by the Customer and under his responsibility, whatever the contribution made to the unloading operations by the driver of the carrier. In the event that the Customer does not make himself available for the reception of the products, the CITERNEO Company reserves the right to claim from the Customer all costs corresponding to the return, delay or to the new products presentation. In the event of damage, loss or delay of whatsoever nature, it is agreed between the parties that the Customer shall make all necessary claims to the carrier.

#### 13- PRODUCT PRICES AND PAYMENT

13.1 The Customer undertakes, in consideration of the sale of the products referred to in the Quotation, to pay

to the CITERNEO Company the price which is stipulated in it.

It is agreed that this price does not includes in any way the cost of transport, which will be subject to a specific mention on the Quotation in the event that the Customer would endow the task of mandating a transport company with the CITERNEO Company.

Except as otherwise provided in the Quotation, this price shall be payable upon order.

13.2 Presentation of a cheque, bank draft, or other title creating an obligation to pay shall not be deemed to be a payment. All unpaid amounts at their due date will automatically and without prior notice produce interest at the rate of three times the legal rate. In accordance with Articles 441-6 and D. 441-5, any delay in payment entails the debtor's obligation to pay a € 40 fixed allowance for recovery costs, in addition to delay penalties. Additional compensation may be claimed, upon justification, when exposed recovery costs are higher than the amount of the flat-rate allowance.

13.3 Notwithstanding article 8 above, in the event of total or partial non-payment at the due date, the CITERNEO Company reserves the right to suspend all orders in progress without prejudice to any action that it could lead to a resolution of the contract (s) and / or payment of damages and interest.

- 13.4 The Customer shall not hinder the payment of the prize for any reason other than:
   the non-compliance of the product delivered to the Quotation;
   the presence of identified defects affecting the product;

Consequently, the Client cannot notably refuse to pay the price on the basis of delay in the delivery of an accessory of the product (manual, file, flow lists, etc. ...).

#### 14- GUARANTEES

The CITERNEO Company offers a one-year guarantee (unless otherwise stated in the Contract) against any manufacturing defect from the date of invoice. Accessories are guaranteed for one year. Interventions under the guarantee shall not have the effect of extending the latter. The paid invoice will be required to invoke the guarantee. Excluded from the guarantee are natural wear of the fabric, misuse, storage of product other than originally envisaged, appearance imperfections of the material (shades of colors ...) possibly covered an additional welded part, improper installation, displacement of the tank so as uninstallation, reinstallation, emptying, filling, transfer or replacement of content costs. The warranty is only applicable in the billing

#### 15- EXCHANGE

Any return of the products must have been previously and expressly approved in writing by the CITERNEO Company. In case of return, the products must be returned in their original packaging. They must be returned within 10 days of receipt of the Company's agreement. The return fees, including transportation costs, will be borne by the Customer. The products will be replaced by identical products.

However, if the Customer requests replacement products of higher ranges or higher prices, the price

difference between the returned product and the new product delivered will be subject to additional billing. In the absence of replacement, the return of the products will entail the repayment by the establishment of an asset on subsequent orders. No returns or guarantees unless special stipulations can be implemented and / or admitted for a period of one year from the date of issuance of the product.

#### 16- RESPONSABILITY OF THE CITERNEO COMPANY

16.1 In the event of a dispute, the liability of the CITERNEO Company may be withheld only if the Customer demonstrates faulty behavior from the Company, and a causal link with the harm pleaded. Liability cannot be sought where its failure is a consequence of a case of force majeure.

16.2 The CITERNEO Company shall not be held liable for any damage resulting, in full or in part, of a failure of the Customer to any of the general or specific obligations of collaboration, prudence or diligence that the present general conditions, the Law, the use or the fairness charge to him.

present general conditions, the Law, the use or the fairness charge to him.

16.3 Except in the case of gross misconduct, the CITERNEO company shall be liable only for damages resulting directly from the breach of its obligations. In this sense excluded, therefore, the repair, damages resulting from operating and loss of earnings suffered by the Customer. The responsibility of the CITERNEO Company can never be committed, whatever the cause beyond the amount of the sums actually paid by the Customer in return for the contractual obligation in dispute. In order to determine whether the limit of liability of the CITERNEO Company is reached, all the sums paid by it in this respect will be taken into account. respect will be taken into account

16.4 Finally, the CITERNEO Company cannot be liable to compensate for a delay in the delivery of products, whatever the causes, importance and consequence of the delay. An issuing delay will be likely to result in the termination of the contract only if it achieves twice the indicative issuing delay stipulated in the Quotation-Order form, after formal notice to the CITERNEO Company remained unsuccessful for a month.

#### 17- CUSTOMER RESPONSABILITY

In consideration of the delivery to the Customer of the technical notice of the products upon their delivery, the Customer is deemed to have custody of the structure and behavior of the products from that time. Henceforth, in accordance with the Law, the Customer shall be solely liable towards third parties for any damage to persons or property that could arise by reason of the products in their custody. In the event, however, that the liability of CITÉRNEO Company would be retained towards third parties for reasons imputable to the products, the Customer shall indemnify and hold unaccountable the CITERNEO Company from any appeals and convictions against it.

In the event of non-performance of any of the Customer's obligations, and with no other formality than a formal notice sent by registered letter with acknowledgement of receipt, remained unsuccessful for a period of eight days, the CITERNEO Company may consider the contract as resolved ipso jure, without prejudice to any damages and interests that could be claimed to the Customer and without legal action. In this case, the products must not be used by the Customer and must be made immediately available to the CITERNEO Company by return at the expense of the Customer.

### 19- APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION All contracts concluded between the Customer and the CITERNEO Company are subject, in their training as

in their execution, to the rules of the French legal order.

Any dispute arising therefrom, whether relating to their validity, interpretation or performance, shall be submitted to the exclusive jurisdiction of the courts of Tours.

#### 20- PRIVACY POLICY

All personal data, collected by CITERNEO, are used only within the settings of this contract.







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