

TERMS AND CONDITIONS FOR ASSEMBLY AND SERVICES

ZEPPELIN SYSTEMS GMBH

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ZEPPELIN SYSTEMS GMBH

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1. SCOPE

These terms apply to assemblies and services done by our company unless different individual agreements have been reached. Deviating general terms and conditions of the Customer shall not be recognized unless Zeppelin expressly consents to their validity in writing. This requirement of consent shall apply in any case, for example even if the customer refers to its general terms and conditions within the scope of the order and Zeppelin does not expressly object thereto.

2. INVOICING AND PAYMENT

Work done is invoiced according to the below-mentioned rates unless an all-inclusive price has been specifically agreed upon. All amounts exclude VAT.

Zeppelin's invoice is based on the weekly time reports of our personnel, unless otherwise agreed upon, and is payable without deductions within 14 calendar days as per invoice date.

In the event of default in payment, Zeppelin shall be entitled - without prejudice to further rights - to temporarily suspend the performance of the work owed under the contract and to perform outstanding deliveries only against advance payment or provision of adequate security.

3. WORKING TIME OF THE ZEPPELIN ASSEMBLY STAFF:

- Our staff's works up to 50 hours a week (with a maximum of 10 hours of work per day). A working time of 10 hours per day must not be exceeded.
- Uninterrupted work is permitted for a maximum duration of 90 days unless otherwise explicitly agreed upon. Agreements are concluded in accordance with § 3 ArbZG.
- Local holidays in the country where the site is located shall be holidays.
- Additional work and overtime will be invoiced according to the applicable rates.
- Any waiting time for our personnel, beyond the responsibility of Zeppelin, will be charged to the client as normal working time.
- Project Management will be charged to the client.
- Travelling time to and from site(s) and accommodation will be charged to the client as normal working time.
- If technically feasible and confirmed by Zeppelin Systems Automation, commissioning can also be conducted remotely via VPN. For this purpose, all necessary requirements, including IT security and data protection, must be fully met. The preparation, remote commissioning via VPN, and post- commissioning times will be invoiced according to the commissioning rates.

4. PERSONNEL AND DAILY RATES

As per applicable Service rates scheme according to attached sheet.

5. ADDITIONAL CHARGES

Arising overtime and waiting time referring to the above-mentioned working time will be charged as follows:

- | | |
|---------------------------------------------------------------------------------------------------------------------------|--------|
| ▪ Extra work between 6:00 pm and 10:00 pm as well as Saturdays | + 50% |
| ▪ Extra work between 10:00 pm and 6:00 am | + 100% |
| ▪ On public holidays on site as well as religious days off
and religious holidays (Easter, Pentecost, Christmas, etc.) | + 100% |

6. TRAVEL EXPENSES

Our staff will be dispatched throughout Germany according to the availability. Any expenses for travel, accommodation, and food, as well as the transport cost for tools, do not form part of our scope of delivery and will be charged against documentary proof, unless otherwise explicitly agreed upon.

The choice of transport means is subject to our discretion. The economic interest of the client shall be considered.

The costs will be charged as per attached sheet according to the applicable Service rates scheme.

For travelling between construction site and accommodation we charge the cost for the available transport means.

Journey home: After 30 days of uninterrupted stay at the construction site, our personnel are entitled to have one free journey to their private residence, chargeable in accordance with paragraphs 5 to 7 (based on actual hourly rates). Journeys to the place of residence shall also be paid for public holidays such as Easter, Whitsuntide, and Christmas.

7. TRAVEL / DAILY ALLOWANCES

Accommodation and per diem will be charged as per expenditures and according to the valid daily rates for the corresponding country and are based on the Zeppelin guidelines. Please refer to our quotation or order confirmation for the daily rates/ daily rates for expenses.

Should there be proof that the flat rates stated are not sufficient for reasonable board and lodging, higher rates shall be charged accordingly.

When provisions have been made for a reasonable free accommodation (single-bed rooms with running hot water, separate bathroom with bathtub or shower - according to Western European standards) or when bearing the actual accommodation costs equivalent to the above, the flat rate for accommodation provided is not applicable.

The board rate, however, shall be applicable in any case and cannot be replaced by the supply of food or other services.

8. TOOLS, MACHINERY, AND EQUIPMENT

Our staff's personal protective equipment as well as the basic tools and equipment necessary are included in the scope of supply.

For placing special tools at the disposal of our personnel, 3% of the amount for the work performed are charged.

The client is responsible for providing, free of charge, the required suitable checked machines, tools, hoisting devices, scaffolding, consumables, accommodation on site, etc.

Please note that, in order to avoid any damages, a crossbeam is absolutely necessary for unloading silos. Upon request Zeppelin can provide a crossbeam against a deposit.

Adequate cranes and fork-lift trucks, e.g., according to size of silo, must be available during unloading and assembly time.

9. AUTHORITY TO ISSUE DIRECTIVES

- Work orders are given to our personnel solely by us. Non- scheduled work is subject to our prior consent.
- Welding work and work with fire always require written authorisation from the customer.

10. CLIENT'S RESPONSIBILITIES AND ASSEMBLY SITE CONDITIONS

To ensure a trouble-free work on site, the client shall take the following measures, free of charge, unless different individual agreements have been reached:

- Assistance in the timely obtainment of visas and any official entry, exit or working permits and (if necessary) tax certificates required in the client's country.
- Implementation of preparatory work for our staff to immediately begin work upon arrival and continue without delay until its completion.
- Authorisations to access the site as well as for carrying out the assembly work (e.g., for special welding operations).
- Assistance in providing to Zeppelin staff the necessary information concerning the local work-related laws and regulations.
- Instructions to our personnel regarding specific local safety regulations.

- Suitable safety precautions should be taken for the protection of personnel and equipment.
- Protection of the construction site, particularly covering and/or safeguarding of ceiling breakthroughs or of other dangerous areas.
- Safeguarding of site (fences, locking of site, security guards...)
- Assistance by one or more skilled workers (fitters, mechanics) with tools, depending on the scope of assembly work.
- Authorisation for building, operation processes and assembly of the plant as well as inspections, calibrations, official verification and administration by representatives, authorities, and supervision institutions.
- Approval of substructures/steel structure. The substructure is provided with safety devices (scaffolding) according to the regulation for the prevention of accidents.
- Availability of the necessary devices, heating, lighting, and access to water, compressed air, and electric power for the working machinery (usually three-phase alternating current, 400 V, 32/64 Amp, 50 Hz and 230 V, 50 Hz) in sufficient quantity and quality.
- Energy sources are to be located directly at the work area.
- Availability of suitable recreation rooms with heating, lighting, washing facilities (sanitary installation) and first aid.
- Availability of dry and lockable rooms for safe keeping of tools and incidentals.
- Provision of equipment, filler and gas for welding.
- Provision of work-related communication devices (telephone, fax, internet etc.).
- Free access to the assembly site for the delivery trucks.
- An assembly place in adequate size.
- The site has to be even, compacted and free from rubbish so that the cranes and heavy load trucks can move easily.
- If the mobile assembly crane is provided by Zeppelin, the foundation soil must withstand a ground pressure of at least 150 kN/m² under the crane, and at least 80 kN/m² in the remaining area.
- Sufficient space for positioning the cranes (and mounting if necessary).
- Sufficient space for laying down the silos directly next to the place of assembly, as well as for temporary storage.
- Storage place for assembly material is to be located next to the assembly site.
- Transport to the site of the assembly parts and materials and their protection against any detrimental influences.
- Additional material required for the assembly, and which cannot be foreseen at the stage of quotation or material which will be required for requested additional work will be invoiced against documentary proof.
- Earth and concrete work (e.g., preparation of foundations)
- Earthing and lightning protection
- Cabling
- Marking of cables
- Provision of scaffoldings
- Painting and paint for aluminium and stainless-steel parts
- Painting tools and painting of parts to be assembled
- Disposal of the pickling water for stainless steel silos
- Supply and assembly of the pipelines and fittings
- Availability of necessary raw materials for the adjustment of the components and for performing the start-up in due course, material expenses and personnel costs included.

11. LIABILITY

Zeppelin shall only be liable for the client's loss and damage if there is a proven intentional or gross negligence by Zeppelin or its personnel in the performance of their work.

Zeppelin's liability shall not extend to claims for loss of use, loss of profit or loss of contract or any indirect or consequential damage or for any economic loss unless occurring as a result of gross negligence.

Unless otherwise agreed, the total liability of Zeppelin for all claims of this contract shall not exceed the initially agreed lump sum price or the instalments due or already paid.

Zeppelin shall not be liable for any claim submitted more than 12 months after completion of the work.

It is the responsibility of the client to take out an installation insurance which covers the above-mentioned damages and consequential damages.

12. CONFIDENTIALITY

The parties shall keep confidential the details of the Contract and all information provided in connection with the Contract and neither party shall publish or disclose any such details or information (except as may be necessary for the purposes of the Contract) without the prior written consent of the other party. The obligation of confidentiality shall not expire until and unless the knowledge contained in the documents provided has become generally known without breach of the clause. Special non-disclosure agreements and statutory regulations on the protection of secrets shall remain unaffected.

13. SEVERABILITY CLAUSE

If individual provisions of these terms and conditions have not become part of the contract in whole or in part, or are invalid, unenforceable, or void, or if a gap should become apparent in the terms and conditions, they shall otherwise remain valid.

Insofar as individual provisions have not become part of the contract, are invalid, unenforceable, or void, the statutory provisions shall apply. In the absence of a corresponding statutory provision, the provision which has not become part of the contract, or which is invalid, unenforceable or void shall be replaced by a provision which the parties would have made if they had considered this point from the outset; in doing so, the economic interests of both parties shall be taken into account in a reasonable and justifiable manner.

The preceding sentence shall apply mutatis mutandis in the event of any gaps in the provisions.

14. WRITTEN FORM CLAUSE

Amendments and/or supplements to these terms and conditions must be made in writing. This also applies to the amendment of this written form clause.

Subsidiary agreements have not been made.

15. APPLICABLE LAW, PLACE OF JURISDICTION

The contract shall be governed by and construed in all respects with the material law of Switzerland. It shall not include, incorporate or be subject to the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Any dispute, controversy or claim arising out of or in connection with the Contract or any alleged breach thereof which cannot be settled amicably between the parties shall be submitted to binding arbitration to be held in Zürich, Switzerland under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or three arbitrators appointed in accordance with the said rules.

Furthermore, please refer to the latest Zeppelin General Terms and Conditions of Delivery and Service, Zeppelin Delivery Conditions of Silos/Vessels made of Aluminum and Stainless Steel, and Zeppelin Conditions for Repair.