



SPECIAL CONDITIONS FOR THE SUPPLY, INSTALLATION AND SERVICING OF WATER AND WASTEWATER TREATMENT PLANTS of EnviroChemie GmbH

The following conditions are part of the offers for ENVIROCHEMIE systems. They apply without restriction if no other written agreements are made. The deployment of our installation and service personnel is based on these conditions.

1 Unless fixed prices have been agreed in writing, we invoice assignments as follows:

a) Hourly rates for working, travelling, waiting and preparation time

Assembly Helper	Fitter Welder Laboratory technician	Senior fitter Service Technician Electrician	Foreman Service E-technician	Assembly manager Procedural Technician	Process Engineer Programmer Electrical engineer	Senior Process Engineer Senior Programmer Senior Electrical Engineer
€ 70,00	€ 90,00	€ 105,00	€110,00	€ 128,00	€ 144,00	€ 170,00

The normal daily working time is 8 hours from Monday to Friday between 06:00 and 22:00.

b) Surcharges

Supplement for overtime	Supplement for work on Saturdays, Sundays, public holidays* and night work on working days	Supplement for night work on Saturdays, Sundays and public holidays*
25 %	50	%100 %

* The public holidays valid at the installation site apply.

c) Travelling expenses per km car € 1.04, per km service/installation vehicle € 1.17, Other travelling expenses (train/plane etc.) will be charged at cost.

d) Expenses Daily expenses € 45.00 (pro rata by the hour), hotel costs on proof. Overtime must be certified separately to our employee.

e) Remote maintenance per 15 minutes € 42,00

2 Installation requirements

Unless otherwise agreed in writing or a general service has been agreed, a ready-to-install system must be delivered. However, the client is responsible for the existing infrastructure, i.e. buildings, halls or foundations on which or into which the system is to be integrated, including the necessary foundations, wall openings, floor coatings, lighting, heating and power and water supply.

3 On-site services

If no other agreements have been made, it is agreed that the unloading of the units and containers, including their placement in the designated installation space, shall take place. The client must also provide lifting equipment such as a forklift or crane if required. Unless otherwise agreed, the waste water inlet and outlet as well as the fresh water and power connection to the control cabinet must be connected to the intended treatment plant. Our personnel must be provided with sanitary facilities and washing facilities.

4 Delivery exclusions

Unless otherwise stated in the offer, this includes fundament, construction, plastering and chiseling work, landings and railings, room ventilation and airing, room heating, thermal insulation and floor coatings are not included in the scope of delivery. Additional expenses of a technical or structural nature due to official requirements or statutory regulations that were not known at the time of the order are generally not included in the scope of delivery. The obtaining of official authorizations and the preparation of approval documents, including the performance of external inspections, are only included in the scope of delivery if they have been specifically agreed.

5 Commissioning

Unless otherwise agreed, a system shall be commissioned immediately after completion of installation. At the time of commissioning, the customer shall provide the required and specified water/waste water and the necessary operating materials, such as electrical energy, water, chemicals and the like. At the same time, the client shall provide the necessary operating personnel during the entire commissioning period so that sufficient instruction can be provided. The client shall ensure that the necessary authorization to discharge the waste water is available. The operation of the system and the discharge of the wastewater are the responsibility of the client.

6 Acceptance

Acceptance of the system takes place after commissioning. It comprises the proof to be provided by us of delivery in accordance with the contract and the achievement of the contractual performance. At the request of one of the contracting parties, proof of delivery in accordance with the contract shall be provided in the form of an acceptance report containing the necessary findings and signed by both contracting parties. If, for reasons for which EnviroChemie is not responsible, proof of contractual performance cannot be provided, e.g. due to missing water or wastewater quantities and qualities, the client must accept the system subject to this proof of performance. If no written acceptance is requested, the system shall be deemed to have been accepted 10 working days after commissioning or start of use. The acceptance fiction is allowed. If the proof of delivery in accordance with the contract is delayed due to circumstances for which we are not responsible, the proof shall be deemed to have been provided no later than 60 days after completion of the installation.

**7 Labour certificate**

The number of hours worked by our staff must be certified on the reports submitted.

8 Payments

Installation costs must be paid within 10 days of receipt of the invoice without any deductions. We reserve the right to issue an advance payment or instalment invoice for larger installations.

9 Transfer of risk

The General Terms and Conditions of Sale and Delivery 2024 of EnviroChemie GmbH apply here. Unless otherwise agreed, the customer must ensure that the material is adequately secured against storage damage, fire and water damage and theft.

10 Delays in installation and commissioning If the installation and commissioning of the system is delayed due to problems on the part of the customer or postponements of the construction period, the customer must ensure that the finished or semi-finished system or material is adequately secured. The rectification of faults caused by material overlapping (measuring electrodes, electronic components and control systems) is not covered by the warranty. If the delay causes expenses beyond the scope of the contract, these shall be invoiced separately. The client must reimburse these additional costs, even if the delay is the fault of its own subcontractor.

11 Maintenance and teleservice

The client is responsible for the conscientious operation and maintenance of the system in accordance with the approval notice from the authorities and the acceptance protocol. The wall-free function of the system requires operation in accordance with the operating instructions.

EnviroChemie plans the service assignments and agrees the dates with the client. Agreed dates may be rescheduled as part of the scheduling process. EnviroChemie shall provide its services in accordance with the generally recognized rules of technology. If the agreed services are not performed in full or properly, EnviroChemie shall be obliged to make up for or rectify the services free of charge. If EnviroChemie is unable to fulfil its obligation even after setting a grace period, the customer shall be entitled to demand a reduction in the agreed remuneration or to terminate the contract without notice. EnviroChemie shall remedy, free of charge, any damage to the machines to be serviced that it or its vicarious agent culpably causes.

The customer shall provide EnviroChemie with the existing facilities and supply connections for the performance of the services. Furthermore, he shall provide the maintenance personnel with access to the technical facilities and supply connections during normal working hours at the agreed time. At the same time, the client shall inform the contractor of any unusual operating conditions and any structural or functional changes made to the system.

The client shall ensure that the systems are in a condition necessary for the performance of the services.

operating condition. Any consumption costs incurred, such as electricity, water, etc., shall be borne by the client. The client shall provide the necessary materials, spare parts, auxiliary and operating materials as well as scaffolding and lifting equipment free of charge. Any waste materials arising in connection with the performance of the service shall be disposed of properly on site at the client's expense. The client shall allow the service personnel to use the existing sanitary facilities and changing rooms free of charge and shall provide sufficient storage and storage space.

The customer shall inform the service personnel of any special local safety regulations of his company. He shall notify EnviroChemie of any violations of such safety regulations by the service personnel. In the event of serious violations, the offender may be denied access to the service location.

The client shall inform the competent authority of all operating conditions relevant to authorization in connection with the service.

The client shall provide suitable auxiliary staff in order to comply with accident prevention regulations.

The service is deemed to have been accepted 10 days after delivery of the maintenance certificate.

If remote switching is carried out within the scope of Teleservice, these switching processes are carried out in coordination with and under the responsibility of the customer. EnviroChemie shall not be liable for malfunctions or failures of the software installed on the customer's premises and/or the availability of the communication channel.

Furthermore, EnviroChemie shall not be liable for force majeure or other unforeseeable events. EnviroChemie shall only be liable for intent and gross negligence. EnviroChemie shall be liable for slight negligence insofar as it breaches contractual obligations. In this case, its liability shall be limited to the typical foreseeable damage within the scope of the purpose of the contract and the amount shall be limited to the annual maintenance fee or, in the event that no maintenance contract is concluded, to 10% of the system delivery value, but to a maximum of €25,000. Liability for profit and loss or other consequential damage caused by defects are excluded.

12 Liability

Otherwise, liability shall be governed by the provisions of the General Terms and Conditions of Sale and Delivery 2024 of EnviroChemie GmbH.

13 Inclusion of General Terms and Conditions of Sale and Delivery

In addition, the provisions of the General Terms and Conditions of Sale and Delivery 2024 of EnviroChemie GmbH shall also apply.