

07/2023
ECVKI 0018

SPECIAL CONDITIONS FOR THE DELIVERY, ASSEMBLY AND SERVICE FOR WATER AND WASTE WATER TREATMENT PLANTS

The following conditions form part of the offer from EnviroChemie and are recognized by the Buyer, unless other written agreements were made. The assignment of our assembly and service personnel is based on these conditions.

1. The following tariffs apply unless fixed prices have been agreed in writing:

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

Assembly Helper	Fitter Welder Lab Assistant	Senior Fitter Service Technician Electrician	Assembly Master Service E-Technician	Site Manager Supervisor Process Technician	Process Engineer Electrical Engineer Programmer	Senior Process Engineer Senior Electrical Engineer Senior Programmer
€ 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

Overtime Surcharge	Surcharge for work on Sundays, official holidays* and night work on working days	Surcharge for night work on Saturdays, Sundays, and official holidays*
25%	50 %	100 %

* The official holidays of the assembly site shall apply.

- c) **Travel costs** Passenger car € 1.04 per km; Service car € 1.17 per km; Accommodation and other expenses (train, airplane) at evidence.
- d) **Subsistence** Daily allowances (8 hours) € 65.00 (hourly pro-rata basis), Overtime of our personnel must be certified separately.
- e) **Remote maintenance** per 15 minutes € 42.00

2. Assembly conditions

Unless otherwise expressly agreed in writing or a general agreement of performance has been made a fully constructed building, ready for assembly must be supplied by the building contractor inclusive of the necessary foundations, wall openings, floor covering, lighting, heating and power and water supply.

3. Buyers' performance

Unless otherwise expressly agreed in writing the Buyer will carry out the unloading of the plant and tanks, including their transport to the location. The Buyer has to provide, if required, a lifting gear such as forklift or crane. The same applies to the provision of the supply and discharge connections for waste water, fresh water supply and power supply to switch cabinet at the envisaged treatment plant. The Buyer has to ensure that sanitary facilities and washrooms for our personnel are available on site.

4. Delivery exclusions

Unless otherwise expressly described in the offer the works relating to foundations, construction, plastering and mortise, platforms and railings, air extraction or ventilation, heating, thermal insulation and floor covering are not included in the scope of supply. Additional expenses of technical or constructive nature due to conditions imposed by authorities or statutory provisions which were not known or not legally binding at the time of ordering are generally excluded from the scope of supply. The obtaining of official permissions and the compiling of the documentation for permits, including the carry out of external tests, are not within the scope of supply unless they have been expressly agreed in writing.

5. Commissioning

Unless agreed otherwise the commissioning of the plant takes place immediately after the assembly. At the time of commissioning the Buyer has to provide the required waste water sewers and the necessary operating resources such as electrical energy, water, chemicals and similar. At the same time the Buyer has to provide the necessary operating staff during the entire commissioning period in order to enable the adequate instruction of the operating staff. The Buyer has to ensure that the necessary permission for the discharge of the waste water into the sewer is obtained. The plant operation and the discharge of the waste water is carried out at the risk of the Buyer.

6. Acceptance

The acceptance of the plant takes place after the commissioning and includes the provision of EnviroChemie for the proper execution of the supply and the agreed performance of the plant. An acceptance protocol will be signed between the parties and shall be the evidence for the contractually supply as agreed upon between the parties and includes all necessary statements. If, for reasons beyond the control of EnviroChemie, e.g. lack of water or waste water quantities, the evidence for the contractually performance cannot take place the Buyer has to accept the plant under reserve of that efficiency statement. If no written acceptance is required, the plant shall be deemed to be accepted by the Buyer 10 working days after commissioning and start of use. The evidence for the contractually supply shall be deemed to be fulfilled 60 days after completion of the plant if the evidence for the contractually supply could not take place for reasons EnviroChemie does not has to represent. Should the evidence of contractually supply be supported by chemical

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analyses they shall be carried out by an independent state-approved laboratory at the cost of the Buyer.

7. Confirmation of work

The number of hours worked must be confirmed to our staff on the reports presented. The Buyer will also confirm for our specialist staff the completion of tasks in writing.

8. Payment

Assembly costs have to be paid immediately after the receipt of the invoice with any deduction. In cases involving larger amounts we reserve the right to demand advance or part payments.

9. Passing of risk

The conditions of the ORGALIME SE 01 inclusive of the appendix of the German Mechanical Industry shall apply to the pass of risk.

In cases of deliveries to the site at cost of EnviroChemie the risk is passed on to the Buyer upon arrival of the plant or materials on site. Unless agreed otherwise, the Buyer has to secure adequately the material against damage in storage, fire or water damage and theft.

10. Delay of assembly and commissioning

If the assembly and commissioning of the plant is delayed due to reasons we do not have to represent or delays in construction period the Buyer must ensure that completed or semi-finished plant or materials are adequately secured. The rectification of faults arising from the extended storage time of materials (measuring electrodes, electronic components and controls), is excluded from the warranty. Should the delay result in expenditure beyond the scope of the contract, the amounts due will be charged separately.

11. Performance of services / Teleservice

In case that the scope of work of Teleservice requires tele switching, the tele switching will be performed in compliance with the customer's requirements and at the customer's own risk. EnviroChemie performs its services in

accordance with the generally accepted rules of technology. If the agreed services were not provided in full or incorrectly, EnviroChemie has to provide such services a second time or to correct them at no cost to the customer. Should EnviroChemie be unable to comply with its obligations even after a period of grace has expired, the Buyer has the right to request a reduction of the agreed charges or to cancel the contract without further notice. EnviroChemie is obliged at no charge to the customer to remedy any damage to the machines caused by the Teleservice performed if such damage is the result of negligence of EnviroChemie or its servants.

EnviroChemie is not liable for machine malfunction or breakdown of client's software and/or the availability of communication channels.

12. Liability

The liability of EnviroChemie for any and all claims, which are not explicit granted in this conditions (esp. express warranty given by EnviroChemie), especially claims for damages out of impossibility, delay, breach of contractual extra obligations (including advice and given information), breach of duty prior to contract, unhallowed acting - also so far these claims are connected with claims for defects of the purchaser – are limited to a maximum of 25.000,00 Euro unless they are based on an event of willful intent or gross negligence by EnviroChemie, a legal representative or agent of EnviroChemie, or unless they are based on a light negligent breach of essential contractual duties by EnviroChemie, a legal representative or leading agent of EnviroChemie, or it is a guilty breach of life, body and health. Furthermore, EnviroChemie is not liable in cases of vis major or any other unpredictable events.

13. Place of performance and jurisdiction

Place of performance and jurisdiction is Darmstadt. The substantial law of the Federal Republic of Germany shall apply without prejudice to any other rights. The "United Nations Convention on Contracts for the International Sale of Goods (CISG)" shall not apply.