

Date: 10/2020

Terms of assembly and service abroad

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**I. Scope**

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

**II. 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.

**III. customers performance**

1. Unless otherwise expressly agreed in writing the customer will carry out the unloading of the plant and tanks, including their transport to the location.
2. The customer 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 customer has to ensure that sanitary facilities and washrooms for our personnel are available on site.

**IV. Delivery exclusions**

1. 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.
2. 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.

**V. Commissioning**

1. Unless agreed otherwise the commissioning of the plant takes place immediately after the assembly.
2. At the time of commissioning the customer 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 customer has to provide the necessary operating staff during the entire commissioning period in order to enable the adequate instruction of the operating staff.
3. The customer has to ensure that the necessary permission for the discharge of the waste water into the sewer is obtained.
4. The plant operation and the discharge of the waste water is carried out at the risk of the customer.

**VI. Acceptance**

1. The acceptance of the plant takes place after the commissioning and includes the provision of ALMAWATECH for the proper execution of the supply and the agreed performance of the plant.
2. 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.
3. If, for reasons beyond the control of ALMAWATECH, e.g. lack of water or waste water quantities, the evidence for the contractually performance cannot take place the customer 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 customer 10 working days after commissioning and start of use.

4. 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 ALMAWATECH does not has to represent.
5. Should the evidence of contractually supply be supported by chemical analyses they shall be carried out by an independent state-approved laboratory at the cost of the customer.

**VII. Settlement prices**

Unless otherwise agreed, invoicing shall be based on our hourly rates in accordance with our "Appendix to the Special Conditions for Delivery, Assembly and Services for Plant Technology", which can be downloaded under <https://www.almawatech.com/downloadbereich/>.

**VIII. Confirmation of work**

The number of hours worked by our personnel have to be confirmed on the submitted reports.

**IX. 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.

**X. Transfer of risk**

1. The conditions of the ORGALIME SE 01 inclusive of the appendix of the German Mechanical Industry shall apply to the pass of risk.
2. In cases of deliveries to the site at cost of ALMAWATECH the risk is passed on to the customer upon arrival of the plant or materials on site. Unless agreed otherwise, the customer has to secure adequately the material against damage in storage, fire or water damage and theft.

**XI. Delay in assembly and commissioning**

1. If assembly and commissioning of the plant is delayed due to problems on the part of the customer or delays in construction time, the customer shall ensure that the finished or semi-finished plant or material is adequately secured.
2. The rectification of faults caused by material overlay (measuring electrodes, electronic components and control systems) is not covered by the warranty.
3. If the delay causes expenses beyond the scope of the contract, these will be invoiced separately.

**XII. Maintenance and teleservice**

1. The customer is responsible for the conscientious operation and maintenance of the plant in accordance with the licensing notice of the authority and the acceptance protocol. The proper functioning of the plant requires operation according to the operating manual.
2. ALMAWATECH plans the service assignments and arranges appointments with the client. Agreed dates may be rescheduled as part of the scheduling process. ALMAWATECH provides its services in accordance with the generally recognised rules of technology. If the agreed services are not carried out completely or properly, ALMAWATECH is obliged to make up for or improve the services free of charge. If ALMAWATECH is still unable to fulfil its obligation after setting a grace period, the customer has the right to demand a reduction in the agreed remuneration or to terminate the contract without notice. ALMAWATECH shall remedy free of charge any damage to the machines to be serviced that is culpably caused by itself

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or its vicarious agent.

**3.** The customer shall provide ALMAWATECH 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 customer shall inform the contractor of any unusual operating conditions and any structural or functional changes made to the plant.

**4.** The customer shall ensure that the plant is in an operating condition necessary for the performance of the services.

**5.** Any consumption costs incurred, such as electricity, water, etc., shall be borne by the client. Necessary materials, spare parts, auxiliary and operating materials as well as set-up and lifting equipment are provided by the customer free of charge.

**6.** The waste materials arising in connection with the performance of the service are properly disposed of by the customer at the customer's expense.

**7.** The customer shall allow the service personnel to use existing sanitary and changing rooms free of charge and shall provide enough storage and parking space.

**8.** The customer shall inform the service personnel about existing special local safety regulations of his company. He shall inform ALMAWATECH of any violation of such safety regulations by the service personnel. In case of serious violations, the offender may be denied access to the service site.

**9.** The customer shall inform the competent authority(ies) about all operating conditions relevant to the licence in connection with the service.

**10.** The customer shall provide suitable auxiliary staff to comply with accident prevention regulations.

**11.** 10 days after delivery of the maintenance protocol, the service is considered as accepted.

**12.** If remote switching is carried out within the scope of Teleservice, these switching processes run in coordination and under the responsibility of the customer. ALMAWATECH is not liable for faults or failures of the software installed at the customer's premises and/or the availability of the communication path.

**13.** Local data backup is the responsibility of the customer. By commissioning the teleservice, the customer approves the transmission and, if necessary, storage of plant-related data. Personal data is not used.

**14.** Furthermore, ALMAWATECH is not liable for force majeure or other unforeseeable events. ALMAWATECH is only liable for intent and gross negligence. ALMAWATECH is liable for slight negligence if it breaches duties relevant to the contract. In this case, the liability is limited to typical foreseeable damage within the scope of the purpose of the contract and the amount is limited to the annual maintenance flat rate or, in the event that no maintenance contract is concluded, to 10% of the plant delivery value, but to a maximum of € 25,000.

### **XIII. Liability**

**1.** Claims for damages suffered by the client, in particular those arising from culpable breach of contract, negligently committed tortious acts - including those caused by ALMAWATECH employees or vicarious agents - are limited to a maximum of € 25,000.00.

**2.** This shall not apply in cases of intent or gross negligence, in the case of warranties or in the case of breach of material contractual obligations due to simple negligence for foreseeable damage typical of the contract or due to injury to life, body or health.

**3.** Furthermore, ALMAWATECH is not liable for force majeure or other unforeseeable events.

### **XIV. Place of performance and jurisdiction**

**1.** If the customer is a merchant or legal entity under public law, Darmstadt is the exclusive place of jurisdiction and place of performance.

**2.** The law of the Federal Republic of Germany applies.