

COMMERCIAL TERMS SPARES & INTERNAL REPAIRS

March 2023

APPLICABLE STANDARDS

Zeppelin Systems GmbH chooses the DIN, EN or ISO standards and/or German technical association (e.g., VDI) regulations applicable to the specified scope of supply. Compliance with other provisions, e.g., local standards, needs to be specifically agreed.

The machinery and plants delivered can be completely or partially subject to European directives such as the Machinery Directive 2006/42/EG, Pressure Equipment Directive 2014/68/EU, Low-Voltage Directive 2014/35/EU; ATEX Directive 2014/34/EU.

The Buyer shall inform the Supplier about special national safety regulations and technical requirements. Any additional costs resulting from these requirements shall be at the client's expense.

COMMERCIAL PART

Partial deliveries

Partial shipment of equipment and prefabricated materials are allowed.

Export regulations

The scope of supply and service applies to all German regulations. Due to possible export restrictions, a proposed export of goods is to be notified to Zeppelin Systems GmbH in advance, stating the exact final destination. In case of a proposed export to critical countries, Zeppelin Systems GmbH needs a completed and signed end-user certificate (EUC).

1. The delivery of goods, technology, know-how or individual components thereof may be restricted by applicable export regulations. Any obligation to deliver such goods, technology, know-how or individual components thereof shall become null and void in the case that any necessary and/or requested licenses are not granted to Zeppelin Systems GmbH.

2. Zeppelin Systems GmbH compliance with any agreed time schedule requires that all necessary and/or requested licenses are granted to Zeppelin Systems GmbH in due time. Otherwise, the agreed time schedule shall be extended accordingly.

Zeppelin Systems GmbH refers to the regulations of export authorization (BAFA) for items which fall under the EC-Dual-Use-Regulation.

3. Use of products

If a sub-supplier does not deliver or may not deliver a product due to

- a) Its business policy
- b) export-regulations
- c) US re-export instructions,

Zeppelin Systems GmbH reserves the right to use a technically/ commercially comparable product. If the client does not accept this, the obligation for delivery does not longer apply with retroactive effect.

Taxes

In the case that the Buyer must deduct Withholding Taxes, the Buyer must inform Zeppelin Systems GmbH in good time before contract conclusion. If necessary, the Buyer shall assist Zeppelin System GmbH in obtaining tax treaty benefits in the country of project execution.

The Buyer and Zeppelin System GmbH shall provide every necessary document (certificate of residence, contract agreement, PE-registration certificate) for the application of the tax treaty. In the case that the lower tax rate according to the applicable DTA is not granted to Zeppelin Systems GmbH

due to a failure of the Buyer, the Buyer shall reimburse the additional costs to Zeppelin System GmbH.

The Buyer must provide Zeppelin System GmbH with Withholding Tax receipts (Tax payment confirmations).

Business conditions

All Zeppelin Systems GmbH supplies and services are carried out based on the following conditions:

- Zeppelin Systems GmbH delivery conditions of aluminum and stainless steel silos/vessels, September 2013
- ORGALIME general conditions for the supply of mechanical, electrical and electronic products, Brussels March 2012
- ORGALIME general conditions for the supply and installation of mechanical, electrical, and electronic products, Brussels January 2014
- ORGALIME general conditions for the repair of mechanical, electrical and electronic equipment, Brussels October 2017

The following regulations deviating from the above-mentioned conditions shall be applicable:

Transfer of title and risk

Transfer of risk of the delivered Goods shall pass to the Buyer pursuant at whichever is the earlier of the following times:

- a) when the Goods are delivered to the place specified by Buyer according to Incoterms 2020; or
- b) after Acceptance, if contractually agreed; or
- c) when the Buyer has started to use the delivered Goods for production.

If delivery and/or acceptance will be delayed for reasons not attributable to Zeppelin Systems GmbH as e.g., storage, suspension, hindrance, the risk shall be passed to the Buyer immediately with its notice.

Transfer of ownership takes place after full payment.

Acceptance/taking over

Minor deficiencies which do not affect the efficiency of the works shall not prevent taking over.

In case of individual, separable parts of the scope of supply, Zeppelin Systems GmbH may claim acceptance and payment for these parts of the scope of supply.

Warranty

Zeppelin Systems GmbH liability is limited to defects in the work which appear within a period of 12 months after commissioning or 12 months after delivery respectively notice of readiness of dispatch, whichever is earlier.

The warranty does not cover inappropriate or improper use, faulty installation, commissioning, or operation by the Purchaser or any third party, normal wear and tear, wearing parts, faulty or negligible handling, inexperienced maintenance or repair, unsuitable storage or unsuitable operating materials, insufficient civil works, unsuitable building grounds or foundations, chemical, electrochemical or electric influences, as far as Zeppelin Systems GmbH is not responsible for them.

Zeppelin Systems GmbH shall not be liable for any consequences of inexperienced remedies carried out by the Buyer or by any third party as well as in case of modifications of the item delivered carried out without Zeppelin Systems GmbH's prior consent.

Zeppelin Systems GmbH recommends using original Zeppelin spare parts.

Zeppelin Systems GmbH reserves the right to carry out technical modifications that will improve the product.

Delay in delivery

If performance is delayed by Zeppelin Systems GmbH and the Buyer suffers a loss caused by this delay, the Buyer shall be entitled to claim liquidated damages amounting to 0.5 % for each full week of delay, up to a maximum of 5 % of the value of that item of the total scope of delivery which cannot be used in time or as specified in the contract due to this delay.

Liquidated damages shall be the only remedy available to the Buyer in case of delays in delivery.

Limitation of liability

a) Zeppelin Systems GmbH shall in no case be liable for loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever.

b) Zeppelin Systems GmbH's liability for all other damages shall be limited to a maximum of 100% of the order value.

The above limitation of liability according to a) shall not be applicable in case of willful misconduct, gross negligence of Zeppelin Systems GmbH or persons employed by Zeppelin Systems GmbH and in case of personal injury as well as mandatory liability according to the applicable law.

The above limitation of liability according to b) shall not be applicable in case of willful misconduct, gross negligence of Zeppelin Systems GmbH or persons employed by Zeppelin Systems GmbH and in case of personal injury, mandatory liability according to the applicable law as well as infringements of patents.

Our Terms and Conditions shall apply exclusively; Zeppelin Systems GmbH shall not acknowledge any conflicting or deviating terms and conditions of the Buyer unless we have expressly agreed in writing to their application. The Terms and Conditions of Sale of Zeppelin Systems GmbH shall apply even if Zeppelin Systems GmbH has unconditionally delivered, knowing that the Buyer's terms and conditions conflict with or deviate from Zeppelin Systems GmbH Terms and Conditions of Sale.

Zeppelin Systems GmbH would like to point out that further commercial clarification is necessary in case of conflicting business conditions.

PLEASE NOTE

Documents attached to the offer/order confirmation such as flow diagrams, dimension sheets, other figures and drawings, weights, and dimensions, etc. are only approximate unless they are explicitly described in writing as binding.

This quotation/order confirmation, drawings and other complementary documents are strictly confidential and property of Zeppelin Systems GmbH and must not be disclosed to any third party without the explicit prior approval, in writing, of Zeppelin Systems GmbH.

The buyer shall examine the goods regarding completeness and correctness within short time upon receipt of delivery. In case of a claim buyer must notify Zeppelin Systems GmbH within 7 working days in writing with description of the fault in order not to lose the warranty claim.