

General Operating Conditions of Silo Rent of EP Power Grit B.V., having its registered office and principal place of business in Papendrecht, the Netherlands. Registered with the Chamber of Commerce under no. 70484112.

Article 1 – General

These General Operating Conditions of Silo Rent (hereinafter: the „Conditions“) form an integral part of the applicable General Terms and Conditions of Sale and Delivery of EP Power Grit B.V. (hereinafter: EP Power Grit), which continue to apply in full. The Conditions relate to all stock silos, storage silos, storage containers, mini silos and the like (hereinafter: the “Silo” or “Silos”) to be rented or that are rented out by EP Power Grit.

Article 2 – Transport, placement/relocation and retrieval

If required, the renter/user (hereinafter: the Renter) shall arrange for any necessary exemptions and permits with regard to the transport, placement and use of the Silos. Unless expressly agreed otherwise, EP Power Grit shall take care of the delivery and placement, any interim relocation and the retrieval of the Silos after the rent period at the expense of the Renter. Any necessary hoisting and/or other equipment or assistance by personnel must be provided by the Renter at its own expense and risk.

Article 3 – Assembly sites

The Renter shall designate the assembly site on the grounds where the Silo is to be placed and shall bear all costs associated with the use of these grounds. The specifications of the Silos are available on request. The assembly site of the Silo must be sufficiently large and paved, have the necessary bearing capacity and stability and must be accessible and prepared in such a way that the Silo can be placed or removed immediately after arrival of the means of transport. The assembly site must be flat and level, with the necessary clearance height without any danger to any nearby pipelines, so that the Silo can stand in a perpendicular position. If the Silo can only be placed on an unpaved surface, the Renter must first ensure an adequate and safe floor structure in view of the danger of subsidence. The Renter is always responsible for ensuring adequate protection against erosion/storm water and instability. The assembly site must be free of contaminated or prohibited substances and the Renter will report any former contamination or the close proximity of such substances in advance. The Renter has an obligation to provide information and is responsible for any consequences of such contamination, as well as for non-compliance with the assembly requirements, and will fully compensate and indemnify EP Power Grit for any non-compliance with this article.

Article 4 – Location of assembly site

The Renter must acquaint itself in advance of the location of buildings, construction, underground and aboveground pipelines and planned new pipelines, and on the basis thereof determine the location of the assembly site in such a way that there is no chance of inconvenience or damage to the Silo. The distance between the assembly site and any excavations or slopes must be at least the height of the slope or the depth of the excavation + 1 metre. The assembly of Silos within this distance is forbidden due to the danger of soil subsidence.

Article 5 – Positioning

The Renter is fully responsible for the proper positioning of the Silo. During and after adverse weather conditions (heavy rain, thawing, etc.), the Renter must pay particular attention to the positioning of the Silo and, if necessary, make provisions to ensure that the perpendicular position and safe assembly continues to be guaranteed.

Article 6 – Wind pressure

The Renter must secure and anchor the Silo by means of guying wires, bars or anchors in such a way that it can withstand any wind pressure that may occur.

Article 7 – Ease of access

The assembly site must be easily accessible via roads that are safe and properly passable for loading and unloading vehicles, hoisting cranes and/or other equipment, and for bulk vehicles with cargo. The latter must be able to reach the Silo, unhindered by other machinery or equipment. If vehicles of EP Power Grit must travel on roads that are not normally suitable or intended for these vehicles, any damage resulting from such travel will be for the account of the Renter, except in the case of demonstrable deliberate or gross negligence by the driver of the vehicle in question.

Article 8 – Damage

After termination of the rent, the Silos must be delivered to EP Power Grit empty, undamaged, free of contaminating and banned substances and in their original state. The Silos must be treated carefully and expertly by the Renter. The Renter is not permitted to make modifications or changes to the Silos, temporarily or otherwise, other than with the permission of EP Power Grit. Damage to or poor functioning of the Silos must be reported to EP Power Grit by the Renter immediately, and preferably confirmed in writing. The Renter is liable for the costs of repair, replacement and renewal due to damage, and missing items and defects arising during the rent period for whatever reason.

Article 9 – Relocation

The relocation of Silos must take place by EP Power Grit. The Silos may not be relocated by the Renter without the permission of EP Power Grit, either within the grounds itself or to other grounds or locations. If the Renter arranges the relocation/transport with the permission of EP Power Grit, then the manner in which this transport is performed must be approved in advance by EP Power Grit. The Renter is liable for any costs and damages resulting out of relocation of the Silos without the proper approval from EP Power Grit.

Article 10 – Lifting

The Silos may only be lifted using the appropriate lifting eyes and only when they are in an empty state. In special circumstances it may be desirable for a Renter to hoist the Silos in a loaded state; in such instances, prior consultation with EP Power Grit must take place. In other respects, all normally applicable safety regulations apply.

Article 11 – Contents

The Silos may only be filled or refilled with materials supplied by EP Power Grit. In case of violation of this article, EP Power Grit is entitled to immediately retrieve the Silos at the expense of the Renter and EP Power Grit is entitled to full compensation of any damages and costs EP Power Grit may have incurred.

Article 12 – Rent

The rent commences on the date of placement of the Silo and continues until the date of cancellation by the Renter (= the date on which the Silo is empty and delivered to the premises of EP Power Grit in good condition for return transport). For the duration of the rental period a rent is payable in the amount that is individually contractually agreed. The rent applies per calendar day, week or month, depending on what has been agreed. The rent will be paid on a monthly basis. The rent and use of the Silos by the Renter is personal and may not be transferred by the Renter under any circumstances or used by third parties, without the explicit prior written permission of EP Power Grit.

Article 13 – Liability

The Renter is liable for all damage to the rented Silos and the contents, as well as for all other damage to third parties, and indemnifies EP Power Grit expressly and irrevocably for any such damage and any ensuing consequential damage and/or costs. The provisions on liability contained in the General Terms and Conditions of Sale and Delivery of EP Power Grit are explicitly applicable.

Article 14 – Ownership

The Silos shall always remain the property of EP Power Grit, also in the case of a suspension of payments, bankruptcy, business closure or termination or otherwise of the activities of the Renter. The Renter shall ensure that its records clearly show that the Silos are owned by EP Power Grit.