

SILO RENTAL/ USAGE CONDITIONS EP POWER GRIT NV

Article 1 – General

These Silo Hire/Usage Conditions (hereinafter called „SHU Conditions“) form an inextricable part of the applicable General Conditions in relation to Supplies and Payments of EP POWER Grit NV (hereinafter called „EP POWER Grit“). The SHU Conditions are applicable to all product silos, storage silos, storage containers, mini-silos, waste containers, etc., hired out and/or to be hired out at EP POWER Grit.

Article 2 – Transportation, installation and return

If requested, the hirer/user (hereinafter called „the hirer“) will obtain any necessary dispensations and permits concerning the transportation, location, and use of silos. Unless otherwise expressly agreed, EP POWER Grit will handle the installation, any interim relocation, and any collection at the end of the rental period of silos for the account of the hirer. Any necessary lifting and/or other equipment or personnel required must be provided by the hirer on his/her own account and at his/her own risk.

Article 3 – Staging area

The hirer will designate the staging area on the site where the silo is to be situated and shall carry all costs associated with the use of this site. The staging area of the silo must be paved and of sufficient size, and it must be accessible and prepared such that the silo can be placed or removed immediately after arrival of the transport vehicle. The staging area must be flat and level, so that the silo will stand perpendicular to the ground. If the silo can only be placed on non-paved ground, the hirer must first provide an adequate and safe base in connection with the risk of tilting and subsidence. The hirer is at all times responsible for providing sufficient protection against water erosion.

Article 4 – Position of staging area

The hirer must survey the layout of the buildings, constructions, underground, overground, and planned new pipelines beforehand and, on this basis, designate the staging area such that there is no risk of inconvenience or damage. The distance between the staging area and any inclines or embankments must be at least the height of the embankment and/or the depth of the incline + 1 metre. In connection with the danger of soil subsidence, the location of silos within this distance is prohibited.

Article 5 – Positioning

The hirer is fully responsible for the proper positioning of the silo. During and after inclement weather conditions (heavy rain, if thaw sets in, etc.) the hirer must specifically inspect the position of the silo and, if necessary, take measures to safeguard its perpendicular and safe positioning.

Article 6 – Wind loads

The hirer must secure and anchor the silo against any wind loads that might occur by means of mooring cables, ropes, or anchors.

Article 7 – Accessibility

The staging area must be accessible by a safe and reasonably passable road for delivery and collection vehicles, cranes, and/or other equipment, and for loaded bulk goods vehicles. The latter must be able to drive up near/next to the silo, unobstructed by other installed machines or equipment. If vehicles of EP POWER Grit have to drive on roads that are normally not suitable or intended for these vehicles, any resulting damage shall be for the account of the hirer, except in the event of proven wilful and/or gross negligence of the driver of the relevant vehicle.

Article 8 – Damages

After the termination of the rental agreement, all silos must be returned to EP POWER Grit empty, undamaged, and in their original condition. Silos must be treated carefully and expertly by the hirer. The hirer is not permitted to make any adjustments or changes to silos, temporary or otherwise, except with the permission of EP POWER Grit. Damage to or poor operation of silos must be reported immediately to EP POWER Grit, and should preferably be confirmed in writing. The hirer is liable for the cost of repairs, replacement, and servicing on account of damage, loss, and defects arising during the rental period due to any cause whatsoever.

Article 9 – Relocation

Relocation of silos must be carried out by EP POWER Grit. Silos may not be relocated without the permission of EP POWER Grit, either within the construction site itself or to other construction sites or locations. If the hirer arranges the relocation/transportation itself with the permission of EP POWER Grit, the method must be approved in advance by EP POWER Grit.

Article 10 – Lifting

In exceptional situations, the hirer might want an empty silo to be lifted – in such cases, consultation must be carried out beforehand with EP POWER Grit. Furthermore, all normally appropriate safety regulations will apply.

Article 11 – Filling

Silos may only be filled or refilled with materials supplied by EP POWER Grit. In the event of a violation of this article, EP POWER Grit shall be entitled to collect the silo immediately at the cost of the hirer, and EP POWER Grit will also be entitled to damages.

Article 12 – Rental

The rental will commence on the date of placement of the silo and continue up to the date of physical pickup for return transport. (= the date on which the silo is empty and handed over to the transport company in a 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 is charged per calendar day, week, or month, depending on what has been agreed. Settlement of the rent will take place monthly.

Article 13 – Insurance

EP POWER Grit has only insured its silos against statutory liability for damage to third parties. The hirer is liable for damage to the hired item and its contents, as well as for all other damages caused to third parties, and indemnifies EP POWER Grit expressly and irrevocably for such damages and any consequential damages and/or costs resulting from such.

Article 14 – Ownership

Silos shall at all times remain the property of EP POWER Grit, including in the event of suspension of payments, bankruptcy, closure, or any other cessation of activities of the hirer.