

# Additional Technical Terms and Conditions of Contract of Herchenbach Industrial Buildings GmbH (Zusätzliche Technische Vertragsbedingungen - ZTV)

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## 1. Scope

Pursuant to no. 1 (1) of the General Terms and Conditions of Herchenbach Industrial Buildings GmbH (GTC), the Parties also agree to the following Additional Technical Terms and Conditions of Contract (Zusätzliche Technische Vertragsbedingungen - ZTV).

## 2. Inspection prior to installation

(1) The provision of a forklift truck with a pulling force of at least 2.5 tonnes by Customer shall be a precondition for the optional pre-installation inspection to determine the route of underground cables, establish the ground pressure, evenness of the installation surface and minimum distances for installation. The installation site must be clear and a 230V power connection must be available.

(2) No. 13 (3) GTC shall remain unaffected. Accordingly, the Customer shall also bear the ground risk for circumstances that were discovered or remained undiscovered in the course of the pre-installation inspection.

## 3. Technical requirements for delivery and installation

(1) Customer must ensure in good time and at its own expense and risk that the following technical requirements are met. The following are deemed to be preconditions for delivery and installation of the hall:

- Paved access road to staging and installation areas for construction site vehicles as well as other commercial vehicles with a permissible total weight of up to 40 tonnes
- Staging and installation area on one side of the hall of at least 50m<sup>2</sup> (depending on the floor space of the hall)
- Distance from the staging area to the installation area max. of 5 m
- Complete clearing of staging and installation areas (in particular the adjacent installation area) and the area for placement of equipment and material, and especially free of objects or vehicles, with the area also being cleared of snow and ice
- Equal-height accessibility of staging, installation and set-up areas for a forklift or lift truck and suitability of these areas for work with a scissor lift (sufficient fastening; no height differences, e.g. due to kerbs, upstands or holes)
- The adjacent installation area must have a width of at least 11 m at a gable wall (depending on the hall ridge height), of at least 3 m at one side wall and of at least 7 m at the other side wall; the air space for the staging and installation areas (in particular the adjacent installation area) and the area for the placement of equipment and material must be free (e.g. there must be no protruding building parts, objects or roofing)
- Preparation of the crane site for the intended use; the information, licenses and authorisations required for trouble-free installation (high voltage, air traffic) must be obtained on site
- Provision of a power connection (230 V) for the installation area
- Provision of a power connection (400 V) directly at the installation site of roller or sectional doors; an extension shall be deemed sufficient for commissioning

(2) If so requested by Herchenbach, Customer shall provide information confirming the aforesaid preconditions have been met.

## 4. Quality of the ground

(1) For construction of the hall, the ground of the installation area must fulfil the following requirements at a minimum:

- Clearance of underground cables and other supply lines (e.g. for power or high-voltage lines, gas or water pipes; for lamp posts) up to a depth of 1.60 m below ground level;
- Degree of compaction in line with respective static requirements

- Flatness with a maximum uniform gradient of 1.5%, or in the case of steel framing of 1%

(2) If contrary to Subsection 1 gas pipes are present below or near the installation area, Customer must consult and coordinate with the operator of the pipes. Protective zones must be observed and respected.

(3) Herchenbach performs its calculations based on the assumption of a normally compacted subsoil that does not exceed the degree of compaction specified in Subsection 1. Excessive compaction (e.g. due to heavy goods or rail traffic) must be prevented and ruled out. If the driving time of a soil nail exceeds 2 minutes, the ground shall be deemed to be excessively compacted. Any additional costs incurred as a result shall be borne by Customer in accordance with no. 10 GTC. The same shall apply if the ground contains concealed obstacles such as concrete foundations, mastic asphalt or rock.

(4) If concrete is used as a substrate, the location of expansion joints and the grid and reinforcement (steel) that is opted for must be agreed upon with Herchenbach in stage 1 (conceptualisation and planning) of the commissioned offer. Use of fibre-reinforced concrete shall not be permitted.

(5) If the hall surface is not completely level, beginning at a slope of 0.5% or more the hall can be perceived as tilted. Herchenbach shall not be liable for this. If additional measures such as levelling and floor sealing measures or the shortening of supports are necessary due to unevenness, Customer shall bear the costs incurred as a result. Impairments to the construction caused by unevenness that do not restrict its function (e.g. leaning of the hall, occurrence of gaps) shall not be deemed to constitute a defect. If the slope is steeper, the anchor plates shall be underlaid with supplementary installation aids. In such case, the anchor plates must be completely underfilled by Customer in accordance with static requirements.

## 5. Drainage

(1) Customer shall connect rainwater gutters to the drainage system; downpipes produced by Herchenbach terminate approximately 0.5 metres above ground level. The drain connections must be sufficiently dimensioned. Herchenbach assumes no liability for water damage due to backwater in insufficiently dimensioned sewers.

(2) If galvanised box gutters are used as cantilever variant, the clearance height is lower than the height of the hall side. If necessary, the space between the hall and any existing building shall be closed with a box gutter, whereby the box gutter shall always be installed at a distance of approx. 5 cm from the existing building.

(3) Condensation is more likely to form on the underside of joining gutters because the joining gutter is not insulated.

(4) Inside the hall, particularly in the area of the aluminium supports and steel anchor plates, moisture or humidity can accumulate due to condensation, capillary water and rainwater, which can drip inter alia from the tarpaulin grooves. Even with external covers (e.g. with bitumen sheeting), moisture can accumulate inside the hall, particularly in the area of the column bases. An internal, circumferential plinth profile (see no. 9 Additional Technical Terms and Conditions of Contract (ZTV)) is recommended to reduce the effects of moisture or humidity.

## 6. Electrical connections

For all electrical components, modules or parts of the hall (smoke/heat extraction systems (SHEVS) including double flap ventilators,

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smoke detectors and buttons, roller shutters, lighting systems and lamps, sockets, etc.), the wiring and the connection to the electrical sub-distribution board (junction boxes provided by the Customer) shall be provided by Customer. Any liability on the part of Herchenbach is excluded in this regard.

## 7. Gap dimensions

(1) Gaps of 1-5 cm may occur below the fixed wall elements (trapezoidal sheets/insulating elements), which may vary in size due to the nature of the ground (e.g. due to ground slopes or unevenness). These must be kept open in order to drain any accumulation of moisture such as condensation, capillary water and rainwater to the outside.

(2) Gaps under roller and sectional doors can be up to 2 cm due to the design, without any possible slope being taken into account.

(3) Gap on sliding gates can be up to 10 cm under the gate as well as next to and above the gate, without taking into account any possible slope.

(4) Gaps in the transition area from the inner tarpaulin to the wall panelling and in eaves corner areas are due to the design and not deemed to constitute a defect.

(5) In the event of installation from the inside, which is necessary, for example, if clearance is not adequate for installation, gaps will occur between the longitudinal wall support and the connecting profile to the wall panelling due to the design. These are not deemed to constitute a defect. In addition, screws may protrude from the sheets above 2 m on the outside. Any thread protection caps required shall be procured and installed at Customer's own expense and risk.

## 8. Material quality

(1) The hall and its components shall meet recognised industry standards; with regard to the visual quality, low requirements shall apply without any special visual precision or any high quality level.

(2) Small, customary or technical deviations in material quality, in particular with regard to dimensions, weight or colour (e.g. of ISO panels from different batches) shall not be deemed to constitute a defect. The same shall apply to discolouration of aluminium (e.g. well water blackening) or installation-related material effects (e.g. superficial scratches).

## 9. Plinth profile

(1) Optionally, an internal floor profile made of angled sheet metal and additional bitumen sheeting can be installed as an insect screen and barrier against moisture and splash water. Internal installation allows condensation, capillary water or rainwater run-off inside the hall, particularly on vertical supports, to be drained to the outside. It is noted that the plinth profile is not deemed to constitute a building seal as defined by relevant DIN standards (e.g. DIN 18195) and cannot guarantee complete impermeability, particularly against driving rain, rainwater or surface water from outside. Moisture ingress into the hall therefore shall not be deemed to constitute a defect.

(2) The base profile is installed in the area of fixed wall elements (trapezoidal sheet metal/insulating elements) and supports and is interrupted in the area of gates and doors. Conditions at the site and the quality of the ground, in particular gradient, porosity, gaps or cracks in the substrate, can have a negative impact on the degree of protection.

(3) Installation of the optional skirting profile requires the ground to be completely dry and clean directly before the skirting profile

is installed. Customer shall be responsible for such. In particular, Customer must clean any soiling that has occurred during installation of the hall or due to conditions at the site.

(4) It must be possible to work with an open flame when installing the plinth profile. Any necessary licenses and authorisations must be obtained by Customer before installation commences. Please see no. 3 GTC pursuant hereto.

(5) After dismantling the plinth profile, soiling residues may remain on the ground. Any removal of residues shall be at Customer's own expense and risk.

## 10. Usage of the hall

(1) Doors, windows and gates must be kept closed in strong winds or storms with gale force 7 winds or more, and any parts that come loose must be reattached immediately.

(2) In the event of heavy snowfall, the hall roof and any box gutters must be cleared of snow.

(3) Signs displaying the Herchenbach logo are attached to the gable wall of the hall. Upon conclusion of the Agreement, Customer declares that it shall tolerate such at all times.