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ORDER OUTPUT

Order Number	20164210
Order Date	16.11.2023
Customer Representative	Kamil Lukaszuk
Phone	+49 7392 967970
Fax	+49 7392 9679767
Email	kamil.lukaszuk@kaessbohrer.com

Dear,

We would like to thank you for your valued inquiry in Kässbohrer semi-trailers, representing the perfect balance of engineering and ingenuity.

Referring to your detailed specification request, please find enclosed the technical specifications of the semi-trailer, commercial conditions along with Kässbohrer terms and conditions.

Should you have any further questions in regards to this inquiry, please do not hesitate in contacting us at any time.

Yours Sincerely,

Kamil Lukaszuk

Appendix 1: Technical Specifications
Appendix 2: Commercial Conditions
Appendix 3: General Terms and Conditions

Products

No	Product Code	Product Name	Product Leaflet	Amount
1	CON	Silo Container	K.CON S 20	56 items

Technical Specifications

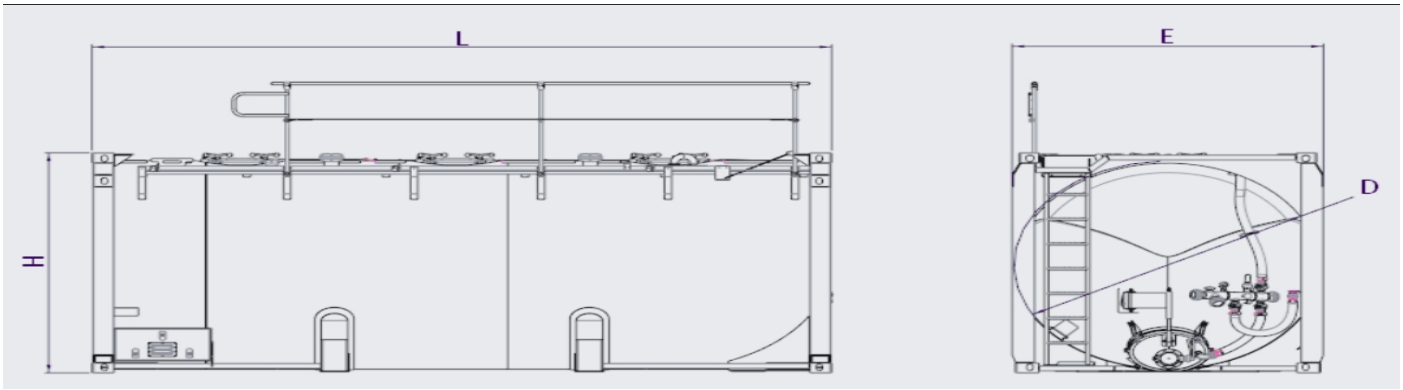
Silo Container

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Kässbohrer

Offer Number 20164210



GENERAL

Registration Country	Germany
Vehicle Code	20 feet container silo
Brand	Kässbohrer

TECHNICA

Tolerance values	Other variations according to our technical description. TOLERANCE VALUES for dimensions, weights and volumes according to DIN 70020. We reserve the right to make changes as part of technical progress or due to legal regulations.
External Length (L)	6.058 mm
Tank Diameter (D)	2.530 mm
Vehicle Height (H)	2.670 mm
Volume	27,0 m3
Tare Weight ±%3	1.720 kg
Total Width (W)	2.550 mm
Operation Temperature °C	-20/80°C
Test Pressure (Bar)	3,0 bar
Operation Pressure (Bar)	2,0 bar
Stackable Load	Can only be piled up to 136.000 kg
Stackable	Can only be piled up to 4 + 1

Body Type	Aluminium cylindrical tank fitted on aluminium container structure with discharge cone at rear
Tank Inside Labor	No extra labor inside the tank
Manhole Number	3 x DN450 Pressure Type Domes
Filling Neck	2 x DN100 coupling and dummy coupling as filling neck at the top of the tank
Top Air Line Location-Type	Stainless steel top airline at right according to driving direction.
Top Air Line Connection Coup.	Top airline hose connection coupling is aluminum Storz
Top Air Line Check Valve	There is a stainless check valve at the tank inlet of the upper air line
Catwalk Place	Non-slip aluminium walkway is located which extends throughout the entire length on the upper left side of the tank. Stainless steel guard rails extend throughout the entire length on the edge of the walkway.
Catwalk Handrails Control	Manual handrail control at at top of the tank.
Ladder	There is an aluminum ladder on the left side of the vehicle to climb onto the tank.
Vacuum Valve	1 unit stainless steel vacuum valve is included to protect the tank from the harms of negative pressure.
Air Discharge Near Catwalk	At the rear tank top, 2" stainless steel butterfly valve and removable elbow to depressurize the tank after discharging is located next to the walkway

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AIR MIXI

Air Mixture Check Valve Type	Equipped with a stainless steel check valve which is located on the jet air line and a stainless steel check valve which is located in the cone on the fluidizing line
Air Mixture Material And Size	3” Manifold made by stainless steel electro polished material is located on the rear right side of the trailer which is collecting the pressurized air before directing it to either upper airline or discharging cone
Air Mixture Filter	Filter is not included on the manifold
Air Mixture Observation Glass	Observation glass is not included on the manifold
Air Mixture Battery Valve	2" stainless steel butterfly valves are located on the manifold at jet airline, at the upper airline and at the fluidization line which are used to direct pressurized air
Air Mixture Battery Location	The manifold is located on the rear right side of the tank in order to be able to direct air flow from side airline to upper airline, jet airline and discharging cone
Air Mixture Coupling	Both ends of the manifold is equipped with dummy Storz couplings
Air Mixture Connection Couplin	Aluminum Storz couplings are used for the connection of the hoses which are used for the connection of jet airline, fluidizing a irline and upper airline which are located on the manifold
Air Mixture Thermometer	Thermometer is not included on the manifold
Air Mixture Discharge Type	Not included
Air Mixture Add. Safety Valve	Additional safety valve is not included

DISCHARG

Discharge Cone Dimension	At the rear side of the tank, a stainless steel electro-polished discharge cone which has a diameter of DN 600 to DN 100 mm is mounted
Air Exit Diffuser	Discharging cone is equipped with SCHLITZ (Half Channel) fluidizing system in order to increase fluidity inside the discharge cone
Discharge Conus Flap	End of the discharge cone is equipped with DN100 stainless steel butterfly discharge valve without gasket.
Type Dischargeconus Reduction	The discharge reduction adapter can disassembled with the discharge valve
Discharge Reduc.Adapter Coup	Used with stainless steel milk gear coupling (Rosista) with plastic blind cap to make connection between discharge valve and discharge elbow
Dischargeconus Opening Mechani	Discharge cone at the rear side of the tank which is used for cleaning the inner side of the tank is equipped with a side opening mechanism
Discharge Conus Bend	Discharge elbow is not included

RUNNING

Chassis Type	There is an aluminum container frame formed with aluminum profiles and corner lock slots in front and behind the tank.
Container Lifting	Can only be lifted by overhang

OTHER PR

Box Type	Toolbox is not included
Side Logo	Logo is not included
Custom Lock	Custom cable is not included
Earthing Pins	2 units of earthing pin at the rear of the silo to prevent the harms of static electric
Antislip Sticker Tank Surface	Equipped with nonslip strips between manholes to make tank top operations easy and safe for operators
Additional Accessories	1 unit of cylindrical document box is included
Rear Logo	Not Included
Extended Warranty	Not Included
Extended Warranty Interval	Not Included

COLOR

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Chassis Color	RAL 9010 Pure White
Tank Color	RAL 9010 Pure White
Manhole Area	Manhole cover and manhole throat area are not painted.

: Selected Option

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ANNEX-3: GENERAL TERMS AND CONDITIONS ("GTC")

§ 1 GENERAL

(1) The following conditions form an integral part of the agreement entered with us.

(2) Our General Terms and Conditions are valid in their latest version, including all subsequent transactions, even for the cases that this has not been clearly mentioned or agreed upon at the time of their conclusion.

(3) Purchaser's acknowledgements, counter-offers or other references with reference to his own terms and conditions are hereby rejected; dissenting conditions of the Purchaser only apply if this has been confirmed by us in writing.

(4) The Purchaser may assign claims from legal transactions concluded with us only with our express written consent. Section 354a of the German Commercial Code (HGB) remains unaffected.

§ 2 OFFER/ORDER

(1) Our offers are always non-binding, especially regarding quantity, price and delivery time.

(2) Purchase Orders are valid only if confirmed by us in writing. If we do not confirm an oral or verbally concluded agreement in writing, the invoice issued by us shall be deemed as confirmation.

(3) Changes to the purchased item after the conclusion of the agreement upon the request of the Purchaser are only possible with our written consent. In this case, the Parties will agree on a new non-binding delivery date and a new purchase price.

(4) In accordance with the principles of continuous improvement and development, we reserve the right to change the product specifications without prior notice provided that such a change does not affect the product function as well as the warranty conditions.

§ 3 PRICES

(1) Our prices are quoted as related "Incoterms 2010" plus the VAT if any.

(2) If additional or increased fees -in particular customs duties- are incurred between the conclusion of the agreement and delivery due to changed laws and regulations, we are entitled to increase the agreed sales price accordingly.

(3) The prices quoted are based on the material costs and labour costs valid at the time of order confirmation. In case of any change of this cost basis between order confirmation and agreed delivery date, if it is more than four weeks after the conclusion of the agreement, we are entitled to make a corresponding price adjustment. If this leads to a price increase which essentially exceeds the increase in the general cost of living or the increase in prices for similar products during the same period, the Purchaser can withdraw from the agreement. The withdrawal shall be notified immediately via registered mail right after the price increase has been noted. Otherwise, the withdrawal has no effect. It shall also be without effect if we declare immediately upon receipt of the notice of withdrawal that we insist on the execution of the agreement at the quoted prices or referred to in the order confirmation.

§ 4 DELIVERY

(1) Specified delivery dates are always non-binding, unless otherwise expressly agreed in writing. The Purchaser can set us a reasonable deadline in writing for delivery of the purchased item six weeks after the expiry of these non-binding delivery dates. With the receipt of this request, we will be considered in default.

(2) If we are prevented from fulfilling a contractual obligation by the occurrence of unforeseeable circumstances such as disruption to operations, strike, lock-out, official order, retroactive abolition of export or import facilities, due to § 4 para. 3 a non-timely or incorrect self-supply or other unforeseeable circumstances, which we have not been able to prevent despite the due diligence according to the circumstances of the case, the delivery time is extended by the duration of these circumstances. If performance or delivery becomes impossible due to the above circumstances, we com shall be released from the delivery obligation. We shall promptly inform the Purchaser thereof and immediately refund the Purchaser's consideration.

(3) Our delivery obligations are always subject to timely and proper delivery of suppliers. Our rights in case of non-timely or incorrect delivery of suppliers are in accordance with para. 2.

(4) If a delivery is not fulfilled within a reasonable extension period set by the Purchaser pursuant to para. 1, the Purchaser shall be entitled to withdraw from the agreement and to demand compensation in accordance with § 10.

(5) Without prejudice to our rights of default on the part of the Purchaser, delivery times shall be extended by the period by which the Purchaser is not able to meet its main, secondary and information duties (e.g. provision, approval of drawings, etc.) arising from this agreement or other agreements with us and required for our performance.

§ 5 TRANSFER OF RISK, ACCEPTANCE

(1) The price risk is transferred to the Purchaser if the Purchaser does not accept the purchased item within 8 days after the completion or readiness for delivery by us or by third parties.

(2) If the Purchaser does not accept the purchased item within 8 days after the notification of the delivery, we shall be entitled to withdraw from the agreement and demand damages after the expiry of a reasonable extension period to be set by us. If we demand damages in lieu of performance, we shall be entitled – even in the case of a withdrawal - to demand 15% of the purchase price without having to provide further proof, with the right reserved on the part of the Purchaser to prove that a lower loss or damage has been incurred or to demand the actual damage incurred by us.

§ 6 RESERVATION OF TITLE

(1) The purchased item shall remain our property until the entire fulfilment of all our claims, which arise from any ground against the Purchaser on our part. The Purchaser is entitled to transfer the goods to third parties for use or to pledge them before the transfer of ownership only after our written consent. The Purchaser shall inform us immediately regarding such a pledge or other dispositions of the purchased items by third parties. The Purchaser has to release us from all costs connected with the removal of the pledge or attachment orders.

(2) As long as the purchased item is still our property, the Purchaser is obliged to keep it in a proper condition and to carry out the necessary repairs immediately in our repair workshops or in a workshop recommended by us. Furthermore, during this period, the Purchaser shall be obliged to insure the purchased item at his own expense in full insurance, to issue an insurance certificate with us as the beneficiary and to send it to us unsolicited.

(3) If we are entitled to withdraw from the agreement with the Purchaser, notwithstanding any other rights we may have and to maintain the sales agreement, demand return of the purchased items or recover the same ourselves. A right of retention on the part of the Purchaser is excluded unless the counterclaim is undisputed or has been established in law. The Purchaser loses his possession right. The Purchaser may request redelivery only against the step-by-step meeting of our claims.

§ 7 TERMS OF PAYMENT, SET-OFF AND RIGHT OF RETENTION

(1) Our invoices shall be payable immediately right after receipt of the invoice without deduction, unless otherwise expressly agreed.

(2) If the Purchaser is in default with the payment of the purchase price, we can assert interest in the amount of 8% points above the respective base lending rate per year as damages on default. If we can prove, we will be entitled to assert claim for higher default damages.

(3) The Purchaser can offset against our claims only with undisputed or legally confirmed claims unless they are compensation claims arising from the defects of the purchased item.

(4) A right of retention can only be asserted by the Purchaser on the basis of undisputed or legally confirmed claims unless there is compensation arising from the defects of the purchased item.

(5) The Purchaser can only exercise a right of retention if the counterclaim is based on the same contractual relationship.

(6) Unless agreed otherwise by the parties, all payments shall be made by the Purchaser in full amount and with the currency stipulated in the commercial terms into our bank accounts. The Purchaser bears all bank charges and commissions regarding all money transactions. The Purchaser shall bear any changes in rates, bank charges in foreign currencies and transfer costs.

(7) In sales with down payments: The down payment shall not be returned to Purchaser and kept as penalty in case Purchaser withdraws from the agreement.

§ 8 WARRANTY (LIABILITY FOR MATERIAL DEFECT)

(1) Without prejudice to possible claims for damages or reimbursement of expenses, in accordance with the provisions below, we shall ensure that the purchased items are free of defects at the time of transfer of risk.

(2) Material defects will be eliminated by us within a reasonable period (subsequent performance). This shall take place at our discretion by eliminating the defect (remedy of defect).

(3) The Purchaser shall not be allowed to carry out any remedy without our reconciliation and let it done by a workshop which is not recommended by us.

(4) In the event of a material defect, the Purchaser shall be entitled to withdraw from the agreement (withdrawal) or to reduce the remuneration if the statutory requirements are met (reduction). The prerequisite for exercising the withdrawal is that Purchaser has previously set a reasonable deadline, coupled with a warning of rejection, for us to carry out subsequent performance and that this deadline has elapsed fruitlessly. Such a setting of a deadline with a warning of rejection is not required if subsequent performance fails because of a significant material defect, it is unreasonable for Purchaser or is rejected by us or this is justified for other reasons in consideration of the interests of both parties.

(5) If subsequent performance fails because of an insignificant material defect, it is unreasonable for Purchaser or is rejected by us or this is justified in the case of an insignificant material defect for other reasons in consideration of the interests of both parties, the Purchaser has the right to reduce payment. In such a case, the Purchaser is not entitled to withdraw from the agreement.

(6) If the Purchaser is entitled to reduce the purchase price according to the provisions contained in § 8, we are entitled to avert the reduction by withdrawing the purchased item from the purchaser against reimbursement of the purchase price.

(7) If the Purchaser withdraws from the agreement because of a material defect, the Purchaser shall not be entitled to claims for damages due to the said fault.

(8) We are not liable for defects caused by normal wear and tear, external influences or improper use.

(9) The Purchaser's claims for defects due to obvious defects do not exist if the Purchaser does not notify us in writing of obvious defects within a period of 14 days from receipt of the purchased item. Dispatch of the defect notice due time shall suffice to comply with the time-limit. The Purchaser shall bear the full burden of proof, in particular for the defect itself, for the time of the discovery of the defect and for the punctuality of the defect notice.

(10) Liability for defects does not apply if the Purchaser, without our approval, changes the delivered item or allows a third party to carry out changes, thus making the correction of deficiencies impossible or unacceptably difficult. In all cases, the Purchaser shall bear the additional costs of the remedy of the defect accruing as a result of the alteration.

(11) If special accessories or the tires purchased from third parties are defective, the Purchaser is entitled to the claims for defects according to § 8 with the provision that the Purchaser first asserts our warranty claims against the third party, which are hereby assigned to the Purchaser power. The Purchaser accepts the assignment herewith. If our warranty claims against the third party are already statute-barred or if the third party does not fulfil its warranty obligation within a reasonable extension period set after the delay, the rights specified in § 8 can be asserted against us, to the extent that the Purchaser assigns back the claims for defects that we assigned to the Purchaser.

(12) There is no warranty by us for the delivery of used vehicles, used frames and used parts - without prejudice to possible claims for damages or expenditures.

§ 9 INFRINGEMENTS OF PROPERTY RIGHTS (LIABILITY FOR LACK OF RIGHTS)

(1) The Producer shall inform us immediately in writing if claims arise against him because of an alleged infringement of a property right due to the usage of a purchased item. We shall, at our own discretion, meet the claims at our own expense, defend ourselves or terminate the dispute by means of settlement. The Purchaser herewith grants us the sole authority to make decisions with regard to legal defence and settlement negotiations. The Purchaser shall give us the required proxy for the individual case.

(2) If the purchased item delivered to the Purchaser by us is subject to a copyright infringement, we shall remedy the cause of the infringement within a reasonable period. This is done at our discretion by:
- obtain a right of the Purchaser to continue to use the purchased item, or
- change or replace the purchased item to a reasonable extent.

(3) If we are unable to remedy the cause of the infringement within a reasonable period of time, it if the remedy is unreasonable for Purchaser or is rejected by us or this is justified for other reasons, taking into consideration the interests of both parties, the Purchaser shall be entitled to withdraw from the agreement (withdrawal) or to reduce the purchase price (reduction), without prejudice to possible claims for damages or expenses.

(4) If the Purchaser is entitled to reduce the purchase price in accordance with the provisions contained under this § 9, we are entitled to avert the reduction by taking back the purchase item from the Purchaser against reimbursement of the purchase price.

(5) We shall only be liable for infringements of property rights if the purchased item has been used in accordance with the agreement. Our liability shall be void if the purchased item is amended by the Purchaser and claims of third parties arising therefrom. The Purchaser shall indemnify us from any third-party claims for infringement of property rights.

(6) If we deliver the purchased item to the Purchaser according to the design and material requirements of the Purchaser, the Purchaser assumes the sole responsibility for the protection of third-party property rights at home and abroad. The Purchaser shall indemnify us from any third-party claims.

§ 10 LIABILITY FOR DAMAGES

(1) We are liable for damages according to the statutory provisions for personal injury and for damages under the Product Liability Act.

(2) For other damages we are liable according to the following provisions:

(A) We are liable according to the statutory provisions for damages caused by malicious behaviour or intent or by gross negligence of our legal representatives or senior executives.

(B) Limited to the amount of damages foreseeable and typical for the respective agreement, we shall be liable for damages which are caused by the slightly negligent violation of essential contractual obligations (first alternative) and for damages which have been caused by the gross negligence or wrongful intent of our simple vicarious agents without the violation of essential contractual obligations (second alternative). In addition to the main contractual obligations (delivery and appropriation of ordered products), major contractual obligations or cardinal obligations within the meaning of this regulation also include obligations, whose fulfilment is the only way to ensure the proper implementation of the agreement and that the Purchaser can therefore regularly rely on their compliance.

(C) Within the framework of § 10 (2) lit. b (1st alternative), we shall not be liable for loss of profit, indirect damages, consequential loss or claims of third parties.

(3) In all other cases, no liability is assumed by us.

(4) Any contributory negligence on the part of the Purchaser shall be taken into account. The Purchaser shall be obligated to notify us in writing of any damages in the sense of the above liability regulations so that we are informed as early as possible and possibly even be able to reduce the amount of damage together with the Purchaser.

§ 11 LIMITATION

(1) Excluding fraudulent intent, the Purchaser's claim for supplementary claims shall become statute-barred in case of the following:
- A defect or
- a lack of rights which does not consist of a third party's right to property or other rights in rem,

Within twelve months from delivery of the purchased item.

(2) Excluding bad faith or gross negligence, the Purchaser's claim for damages shall be statute-barred in case of the following:
- A defect or
- a lack of rights which does not consist of a third party's right to property or other rights in rem,

Within twelve months starting with the delivery of the purchased item. This does not apply if the damage in question of the Purchaser is a personal injury. Claims for personal injury shall become statute-barred within the statutory period of limitation.

(3) Warranty claims for defects which refer to special aggregates or the tires purchased by the supplier from third parties shall become statute-barred within the statutory warranty period.

(4) Claims of the Purchaser, which are based on the infringement of an obligation which does not exist in a defect, shall become statute-barred unless there is intent or gross negligence or a cardinal obligation within the meaning of § 10 para 2 lit. b was injured, within 24 months beginning with the emergence of the claim. This does not apply if the damage in question of the Purchaser is a personal injury. Claims for personal injury shall become statute-barred within the statutory period of limitation.

§ 12 DATA PROTECTION

We collect and use personal data of the Purchaser as far as this is necessary for the creation, implementation and termination of the agreement.

§ 13 FINAL PROVISIONS

(1) The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) Exclusive jurisdiction for all present and future disputes between the Purchaser and us from or in connection with this agreement is Kleve. However, we are also entitled to sue the Purchaser at his general place of jurisdiction.

(3) Amendments and additions to the agreement and these General Terms and Conditions must be in writing. This also applies to the amendment or removal of this font clause.

(4) Should individual provisions of this agreement be or become ineffective or contain a gap, the remaining provisions shall remain unaffected. The parties undertake to reach an agreement in place of the invalid clause, which corresponds as closely as possible to the commerci

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