

General Terms & Conditions

1. General Provisions

- 1.1 The general terms and conditions stated herein shall be binding upon Buyer unless otherwise agreed by Jakob in a signed writing.
- 1.2 Provisions to the contrary are valid only to the extent that they have been expressly confirmed in a writing duly accepted and signed by Jakob.

2. Conclusion of Contract - Extent of Labor, Materials, Deliveries and Services

- 2.1 No Contract shall exist between Jakob and Buyer until such time as Jakob issues a written *Confirmation of Order* to the Buyer in writing.
- 2.2 All labor, materials, deliveries and services to be provided by Jakob are set forth in the *Confirmation of Order*. No other labor, materials, deliveries or services shall be provided by Jakob. Information, specifications, data and other descriptions that may be contained in leaflets, brochures, catalogs, technical documentation or on Jakob's website shall not be binding upon Jakob unless expressly agreed between Jakob and Buyer in a mutually signed writing.
- 2.3 In the absence of any signed agreement to the contrary, Jakob shall retain ownership of, and all copyrights to, the plans, specifications and technical documentation provided by Jakob to Buyer.

3. Prices

- 3.1 The agreed costs and pricing that shall be binding upon the parties is that which is specifically referenced in Jakob's *Confirmation of Order*.
- 3.2 All costs and pricing not expressly delineated in Jakob's *Confirmation of Order* or in Jakob's related Contract documents ("**additional costs**") shall be borne by the Buyer. These additional costs may include, without limitation, shipping and packing costs, freight, insurance, permits and fees for import or export, transit and other permits, certifications, taxes, contributions, fees, customs, port charges, duties, and the like, which may be incurred or charged as additional costs in connection with Jakob's provision of labor, materials, deliveries and services and/or Jakob's contract. Packing shall be invoiced at Jakob's cost.

4. Payment Conditions

- 4.1 In the absence of any other agreements in writing, payment is to be made without deductions upon receipt of the invoice.
- 4.2 If the Buyer does not remit timely payment it shall, without notice, pay interest starting from the due date at the rate one percent (1%) per month. If Jakob undertakes collection or enforcement efforts, Buyer shall be liable for all costs thereof including but not limited to Jakob's reasonable attorney fees. If Buyer is in arrears on any invoice, Jakob may, on notice to Buyer, apply any deposits to the outstanding invoice and withhold further labor, materials, deliverables or services until the deposit and all arrearages are brought current. Jakob's assertion of rights under this section shall not constitute a release or waiver of any other right or remedy available to Jakob under the contract documents or applicable law, including but not limited to Jakob's right to seek and recover damages due to Buyer's breach.

5. Reservation of Property Rights

- 5.1 Notwithstanding anything to the contrary, Jakob shall remain the rightful and legal owner of all materials and deliveries until it has received full payment hereunder and in accordance with the Contract. In the event of Buyer's failure to remit payment, Buyer authorizes Jakob to take any and all actions necessary for Jakob to retake possession of all materials and deliveries hereunder at Buyer's expense; but Jakob's failure to retake possession shall not, under any circumstance, constitute a waiver or failure of Jakob to mitigate and Jakob shall remain entitled to seek and recover all damages due to Buyer's breach.

6. Term for Delivery

- 6.1 Notwithstanding anything to the contrary, the terms and timing of delivery set forth in Jakob's *Confirmation of Order* shall govern the delivery of materials and deliverables to Buyer. The term for delivery shall not begin until such time as the Contract documents are completed, signed and duly exchanged, and all essential terms and technical matters have been settled.
- 6.2 The time for delivery shall be reasonably extended in the event of delays that are caused by others or beyond the control of Jakob, including but not limited to the following: cases of *force majeure*; late or incorrect supply of necessary raw materials, semi-finished or finished products; notification that important work pieces have been found defective; accidents; strikes or labor disputes; riots, public disturbances or acts of war; operational disturbances; interruptions caused by severe weather or natural disasters; acts of God; refusal to accept delivery or improper rejection of Jakob's shipment or deliverables; actions of public authorities or those with authority over applicable facilities or the jobsite; acts or omissions of shipping or transit companies or customs authorities; or other material matters outside of Jakob's control or otherwise unavoidable by Jakob.
- 6.3 The time for delivery shall be reasonably extended if the data needed by Jakob to fulfill its contract obligations is not provided by Buyer in a timely manner or if Buyer subsequently modifies the data or specifications of the job. In the absence of an express agreement to the contrary, the Buyer shall have no right or claim against Jakob due to delays, except in the event that such delays result from the intentional unlawful acts or gross negligence of Jakob. Notwithstanding anything to the contrary, in no event shall Jakob be responsible for any consequential or indirect damages.

7. Transfer of Benefit and Risk, Insurance

- 7.1 All transportation shall be at the risk of the Buyer. It is Jakob's general policy to purchase transportation insurance at Buyer's expense. Buyer shall promptly communicate any particular requirements for

transportation and insurance at the outset of the relationship. Complaints and any damages that may arise in connection with shipment or transportation are to be directed by the Buyer to the last carrier, with a copy to Jakob, immediately upon the earlier of the receipt of Jakob's deliverables or the shipping documents, and in no event more than five calendar days thereafter.

- 7.2 Jakob shall not be responsible for any delays or errors caused by shipping companies or third-parties. In no event shall Jakob be responsible for refunding any charges related to or arising in connection with transportation, shipping, transit, customs, duties, taxes, import, export or the like.

8. Examination and Acceptance of Deliveries

- 8.1 The Buyer shall timely examine and inspect all deliveries within five days of receipt and inform Jakob in writing of any deficiencies in the quality or quantity of the deliverables. If Buyer fails to timely report such deficiencies, the deliverables are deemed to be approved and accepted.
- 8.2 In the event that Buyer timely and properly reports a deficiency as required hereunder, Jakob shall correct the deficiency and Buyer agrees to provide Jakob with a reasonable period of time to do so.
- 8.3 Jakob shall not be responsible for any fees, penalties, back charges or damages due to any error or mistake made by Buyer in submitting its order.

9. Return of Goods

- 9.1 Goods ordered by and delivered to Buyer are not returnable to Jakob absent an express written agreement to do so. Any goods returned to Jakob must be unused and in new condition. All returned goods shall be subject to a twenty percent (20%) restocking fee; and all fees and costs relating to return of the goods shall be paid by Buyer. Notwithstanding the foregoing, custom manufactured products, swaged fittings on cables, Webnet products, and spools of rope or wire are not eligible for return. No returns shall be accepted by Jakob more than ninety (90) days from the date of sale.

10. Guarantee, Liability for Deficiencies

- 10.1 Jakob guarantees its goods and services to be free from defects as more particularly set forth in this Section 10 for a period of **twenty-four (24) months** (the "**guarantee period**"). The guarantee period shall commence on the date that the goods depart from Jakob's warehouse or factory and shall expire after a period of twenty-four (24) months. In the event of any defect or deficiency in Jakob's goods or services, Buyer's rights and remedies shall be exclusively limited to those identified in this Section 10, unless otherwise expressly agreed in writing between the Buyer and Jakob.
- 10.2 Jakob agrees to repair or replace, at its sole discretion, all goods and deliverables manufactured by Jakob that are proven to be defective or to have become damaged due to defective material, faulty manufacture or deficient workmanship, through the expiration of Jakob's guarantee period. Any goods replaced under this guarantee shall be returned and become the property of Jakob. This guarantee shall become void for any of the following reasons: (a) if Buyer or any third-party undertakes any unauthorized modification or repair of the subject goods; (b) if the goods are used in an unreasonable manner; (c) if the goods are used in a manner other than as specified by the plans and specifications of the project or other than as specified by Jakob; (d) if Buyer fails to promptly provide Jakob a reasonable opportunity to cure the alleged defect or deficiency; (e) if the Buyer fails to immediately take all reasonably available steps to restrict and mitigate damages. While Jakob guarantees its products against certain defects and deficiencies, under no circumstances shall Jakob's guarantee extend to any resulting damages to other property or to any consequential damages. Nor shall Jakob's guarantee extend to any damages incurred by third-parties.
- 10.3 In the event that Jakob has expressly and in writing assured Buyer of certain special properties applicable to the goods supplied (i.e., properties not otherwise associated with Jakob's product), Jakob's express assurances of special properties shall apply only until the expiration of the guarantee period, other express agreements being reserved. Upon expiration of the guarantee period, Jakob's assurances of special properties shall be deemed terminated. If the special properties are not fulfilled, or only partially fulfilled, Buyer shall immediately provide written notice of the same and Jakob shall thereafter have a reasonable period of time to cure any noncompliance. If Jakob is unable or only partially able to cure a noncompliance under this section, then Buyer shall be entitled to a rebate for the reasonable reduction in the value of the goods supplied. However, Jakob shall not be liable for any resulting damages or consequential damages.
- 10.4 This express guarantee is the sole and exclusive guaranty pertaining to Jakob's products. In addition to the other provisions contained herein, this guarantee is subject to the following conditions and limitations:
 - a. Jakob's liability shall be limited to repair or replacement, at Jakob's sole discretion, of goods or parts found to be defective in materials or workmanship. This guarantee shall be the Buyer's exclusive remedy in contract, tort and otherwise.
 - b. Except as otherwise provided, the quality of Jakob's products shall be in accordance with Jakob's specifications.
 - c. Determination of the suitability of the materials for the use contemplated by Buyer is the sole responsibility of the Buyer and Buyer's agents.
 - d. Jakob shall not be liable for any harm or damage resulting from failure due to: improper use or abuse of the product; use in applications for which the product is not intended; corrosion; ordinary wear and tear; improper installation by others; improper handling; and improper maintenance.
 - e. Service by anyone other than authorized Jakob Representatives shall void this warranty, unless conclusively proven by clear and convincing evidence to be serviced in accordance with Jakob's guidelines and standards of maintenance and workmanship.
- 10.5 Jakob expressly disclaims any implied warranties. There are no implied warranties of merchantability, fitness for purpose or any other warranties, express or implied, and none shall be implied by law or by the Buyer's particular facts and circumstances. The duration of any warranties that are nonetheless mandated by law for the benefit of a consumer and which cannot be legally waived shall be limited to a period of one year from the date of Buyer's original purchase. *Please see Jakob's maintenance guidelines for additional information.*

11. Additional Exclusions of Liability

- 11.1 Any claims alleging a breach of contract and any of the legal or factual consequences thereof, regardless of the legal grounds on which they are based, shall be governed by these General Terms and Conditions.
- 11.2 In no event shall Buyer be entitled to pursue any claims against Jakob for damages that have not occurred upon or directly to the goods delivered by Jakob. Accordingly, Buyer hereby waives any right or remedy involving consequential, resulting and/or indirect damages, including but not limited to loss of use, loss of profit,

delay damages, and all other direct or indirect or consequential losses other than damage to the goods delivered.

- 11.3 The limitations and exclusions of liability herein do not apply to unlawful intention or gross negligence. Moreover, the limitations and exclusions of liability herein do not apply to the extent that they are prohibited by applicable law.

12. Forum and Applicable Law

These General Terms and Conditions shall be interpreted pursuant to Florida law, without regard to any conflict of laws. Any dispute, arbitration or litigation arising between the parties hereto shall be resolved exclusively in a forum of competent jurisdiction in Palm Beach County, Florida.

Maintenance and upkeep of Jakob stainless steel wire rope and tensile

Structures

- 1** **Preamble**

Jakob stainless steel products are made exclusively with molybdenum-alloyed 1.4404 (AISI 316L) or 1.4401 (AISI 316) steels. Jakob stainless steel products require certain minimum care and maintenance to preserve their attractive appearance and corrosion resistance. Jakob guarantees good workmanship and professionalism in fabrication, but it is the responsibility of the structure planner to comply with applicable standards and guidelines for the intended application; and it is the responsibility of the operator to periodically inspect the products and identify any damage that may have occurred, as well as the need for any maintenance or repair. After completion of the structure, Jakob's products must be regularly inspected and cleaned. Contaminants and foreign matter deposits may result in unacceptable concentrations of corrosive substances that can damage the passive layer of Jakob's product. Regular cleaning and proper maintenance can prevent critical contaminant concentrations, including but not limited to the buildup of sulfur dioxides, chlorides, and foreign iron contamination.
- 2** **Cleaning**

A distinction is made between handover cleaning and upkeep cleaning. Ordinarily, handover cleaning is performed prior to the formal acceptance of the structure and is the responsibility of the principal contractor. After the acceptance of the structure, periodic upkeep or maintenance cleaning is the responsibility of the operator.
- 2.1** **Handover cleaning**

Jakob stainless steel ropes, end connectors and netting are delivered *ex works*, free of residues such as greases or oils. Unless the products are contaminated during installation, handover cleaning is generally not necessary. However, care must be taken that wrap films, adhesive tape or labels are completely removed without residues. Markings (for example those applied with felt pens) must be removed because solvents or other chemical residues can negatively impact the passive layer of the steel parts. If the components are dirtied during assembly, they must be cleaned. They should be hosed down with water to remove loose particles. If necessary, they may be cleaned with warm water and a mild detergent and then wiped with a cloth or a plastic brush. The components should be rinsed with water and dried, if applicable. The use of a pressure spray unit is recommended as the pressurized or jetted water stream can reach hard-to-access places, especially between wires or strands. Heavily soiled surfaces should first be gently rinsed with a hose to prevent dirt particles from scratching the components and damaging the passive layer. Only mild cleaning chemicals should be used. We recommend mild products (water, alcohols) that are first tested for compatibility with stainless steel. In particular, they must be free of hydrochloric acid. Also, we advise against using special stainless steel cleaning agents because their composition and resulting impact on the passive layer is often unknown. The use of mechanical cleaning utensils should be restricted to brushes with natural, polymer or stainless steel bristles. Textiles or polymer nonwovens may be used as well. In general, products containing ordinary steel wool or steel brushes should be avoided. It must also be assured that mechanical cleaning utensils are used only for stainless steel products. Wear and residues may damage the passive layer.
- 2.2** **Upkeep cleaning**

The nature and scope of maintenance and upkeep cleaning depends upon the application of the product and the particular ambient conditions. In particular, a distinction is made between indoor and outdoor application, as well as the presence of sand, particulates and the impact of the ambient atmosphere. Oftentimes, regularly occurring rainfall will wash away accumulated dirt and contaminants. Precipitation reduces or may even eliminate the need for additional cleaning. However, it must be assured that the rain is free of acids, residues and contaminants, and that all components are uniformly wetted. Components that are protected against rainfall or that are exposed to industrial or coastal atmospheres require particular attention. Regular cleaning is mandatory in such situations, and regular maintenance including "upkeep cleaning" must be performed at least every **6 months**. More frequent cleaning is needed when particularly heavy soiling or exposure occurs. Exogenous iron contamination, for example as caused by welding, cutting, grinding and drilling or by contact with unalloyed steels, must be prevented under all circumstances as exposure to such conditions and resulting particulates can impact the passive layer. ASTM Standard A380 describes methods for identifying and removing exogenous iron. Since some of the measures are very elaborate and may require detailed reviews in advance, such cases must be separately considered and assessed in connection with the use of Jakob's product. For indoor applications where the product is not exposed to contamination, the removal of dust and fingerprints is generally sufficient.
- 3** **Periodic inspections**

Jakob wire rope and tensile structures must be periodically checked for functional integrity and damage. Periodic inspection is the operator's responsibility. Trained technicians should perform these inspections at least once per year. The operator must define the nature and scope of these inspections after fully considering the product, its use, maintenance, exposures and environment.
- 3.1** **Suspension and guy ropes with end connectors**

Suspension and guy ropes must be visually checked for broken wires, compression points, kinks and tension. End connectors must also be inspected for damage and corrosion. Particular attention must be paid to safety elements such as nuts or retaining rings; they must be present and correctly tightened.
- 3.2** **Tensile structures**

The tensile structure must be visually inspected for compression points and kinks as well as for broken ropes, strands and individual wires. Connecting ropes between the tensile structure and the surrounding construction must also be checked for damage.
- 3.3** **Other load-bearing components** General structural and accessory components with a loadbearing function must be visually checked for damage and corrosion. Welds and threaded connections must be inspected with particular care.