

Terms and Conditions for Additional Services

Version 24.01.2025

In addition to the [General Sales and Supply Conditions of LOGSTOR](#), the following terms and conditions for additional services shall apply to all performance of additional services such as installation, mounting, renovation, assembly, education, measurement services and/or E-services ("Additional Services"), made from LOGSTOR International Sp. z o.o. and all companies which are directly or indirectly subsidiaries hereto and/or affiliated herewith ("LOGSTOR") to a buyer ("Buyer"). All references to "Products" in the General Sales and Supply Conditions of LOGSTOR, shall with respect to performance of Additional Services, be replaced by the term "Additional Services". In case of any discrepancies between the General Sales and Supply Conditions of LOGSTOR and these terms and conditions for Additional Services, the latter shall prevail.

1. General Terms Applicable for all Additional Services:

Orders shall be placed by e-mail with the local service department. If an order form is issued by LOGSTOR, such must be utilized for the ordering. Orders for Additional Services shall include:

- a. A description of the scope of the Additional Services.
- b. Location of where the Additional Services are to take place.
- c. The date on which the performance of the Additional Services is requested to begin

Orders and requests from the Buyer shall not be binding on LOGSTOR, until the Buyer has received a written order confirmation from LOGSTOR. Order confirmations which materially deviate from a placed order, shall be considered as an offer which the Buyer must confirm no later than five (5) calendar days after receipt hereof. If no such confirmation or rejection is received within said timeframe, the order confirmation shall automatically be deemed accepted by the Buyer.

Additional Services will be invoiced at the hourly rates applicable at the time of the order confirmation.

LOGSTOR shall not be held liable for delays caused by the Buyer's circumstances, and the Buyer shall in all aspects fully indemnify LOGSTOR for any loss associated with the Buyer's non-compliance with these terms and conditions for Additional Services.

LOGSTOR's warranty for Additional Services applies exclusively when such services are performed on LOGSTOR-manufactured products.

2. Installation, Mounting, Renovation, Assembly and Detect Services ("Insulation Services")

2.1 Ordering

Orders shall be placed the local service department not less than 10 working days prior to the date on which the Insulation Services requested them to be performed.

2.2 Performance of Insulation Services

Insulation Services is carried out using exclusively LOGSTOR joints and in accordance with LOGSTOR's [Handling and Installation manual](#). If the pre-insulated pipes are equipped with leak detection wiring, the connection of wires is carried out by LOGSTOR as part of the Insulation Services. Wire disconnections and cross-connections shall be established by the Buyer.

LOGSTOR provides the tools and machinery required for the proper execution of Insulation Services.

LOGSTOR may have the Insulation Services performed by certified sub-contractors.

At temperatures below 5°C or in wet conditions, work can only be carried out with a tent or umbrella; tents and umbrellas are provided by the Buyer.

2.3 Place of performance

The Buyer is responsible for ensuring that;

- a. Materials required for performing Insulation Services are available in the place of performance in undamaged and clean condition on the date on which the Insulation Services must be performed. In case additional materials are needed and brought to the place of performance by LOGSTOR, such will be invoiced in accordance with the at any time valid pricelist.
- a. The instructions in LOGSTOR's [Handling and Installation manual](#) have been observed and adhered to.
- b. The nearest drivable road shall be located at a distance of maximum 10 meters from the place of performance.

- c. The place of performance is free of water, snow and/or ice, and Installation Services can be performed unhindered.
- d. The pipe trench has not collapsed in the area in which the Insulation Services must be performed.

2.4 Surveillance installation

If the Insulation Services include installation of surveillance systems, such shall be based on a surveillance drawing provided by the Buyer to LOGSTOR prior to the performance of the Insulation Services.

It is the responsibility of the Buyer to ensure that the information in the surveillance drawing is correct. LOGSTOR shall thus not be held liable for errors and defects in the execution of the work if the error or defect in question is due to errors in the surveillance drawing.

2.5 Acceptance

Once the Insulation Services have been performed, a report will be issued to the Buyer. The Buyer must confirm acceptance of the performed Insulation Services by signing and returning the signed report to LOGSTOR. If the Buyer does not reject the report within 5 working days of receipt, the content of the report shall be deemed accepted by the Buyer.

2.6 Disposal

Waste and any surplus materials, hereunder foam residues and packaging, will be collected and removed by LOGSTOR at the Buyer's expense.

2.7 Weather

LOGSTOR may unilaterally decide to interrupt and/or postpone work if weather conditions so require. In such cases, the Buyer shall immediately be notified that the work has been interrupted/postponed.

2.8 Training

All installers performing services on behalf of LOGSTOR have received relevant training and will be certified to the extent LOGSTOR deems this necessary.

3. Technical Design & Drawings ("TDD Services")

3.1 Revisions and versions

Unless otherwise agreed, the initial system design drawing and one revision hereof will be included in the price stated in the order confirmation.

All subsequent revisions and other technical design services will be charged at the hourly rates applicable at the time of the order confirmation. Surveillance plans and static reports will be subject to a pre-agreed fixed price.

3.2 Static Calculations and Design

The static calculations and designs contained herein are based on the calculation methods and design rules given in the LOGSTOR [Design Manual](#) and are solely applicable to LOGSTOR products.

The TDD Services provided will be in accordance with the European standard EN13941 "District heating pipes – Design and installation of thermal insulated bonded single and twin pipe systems for directly buried hot water networks – Part 1 and 2" as applicable at the time of order confirmation.

3.3 Limitation of Liability

TDD Services are performed on the basis of information provided by the Buyer. It is in all respects the responsibility of the Buyer to check and ensure that the information is correct and that the material meets the requirements of the Buyer.

The TDD Services are provided 'as is,' with no warranties or guarantees of any kind, either express or implied. LOGSTOR assumes no liability for any errors or omissions in the TDD Services provided.

4. On-site Supervision and Inspection (“Supervision Services”)

4.1 Obligations of LOGSTOR

LOGSTOR will supervise the Buyer’s work site and provide a report encompassing observations, conditions, recommendations, and comments from LOGSTOR’s supervisor. These recommendations and comments will be based on LOGSTOR’s manuals and documentation available at www.logstor.com.

LOGSTOR shall perform the Supervision Services with care, skill, and diligence, in accordance with the standards applicable generally to professionals performing similar services.

Unless otherwise agreed, LOGSTOR shall assume all duties as an independent contractor. The Buyer shall have no control or supervision over the particular manner or method by which LOGSTOR performs of the Supervision Services.

4.2 Limitation of liability

Except for the professional execution of Supervision Services by a qualified individual, the report is provided "as is." No guarantee is given that the report will be suitable for the Buyer's intended use. Any actions taken by the Buyer based on the report from LOGSTOR are entirely at the Buyer's own risk.