

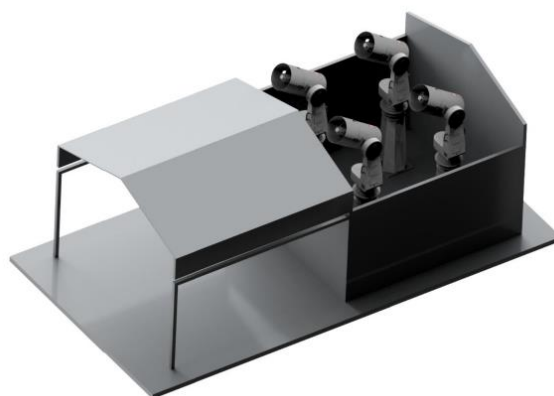
## DESCRIPTION OF THE OBJECT OF THE CONTRACT

### Part II - Insurance of ATS optical sensors in Africa (The Republik of South Africa) and South America (Chile)

#### 1. Subject of insurance - technical data of the station:

1.1 Automated Telescope Set (ATS) located at the South African Astronomical Observatory (Africa/The Republik of South Africa) comprising a set of four ASA300UWF astrographs mounted on four independent PlaneWave L-350 direct drive mounts, cameras, custom air conditioning system, manufacturer's software (Sybilla Technology) with associated cabling and necessary hardware and accessories.

Value of the insured object: 800 000,00 €



1.2 Automated Telescope Set (ATS) located at the Deep Sky Chile Observatory (South America / Chile) comprising a set of four ASA300UWF astrographs mounted on four independent PlaneWave L-350 direct drive mounts, cameras, custom air conditioning system, manufacturer's software (Sybilla Technology) with associated cabling and necessary hardware and accessories.

Value of the insured object: 640 000,00 €



#### 2. Place of insurance

2.1 Set 1.1 South African Astronomical Observatory (Africa/The Republik of South Africa)

2.2 Set 1.2 Deep Sky Chile Observatory (South America / Chile)

#### 3. Scope of insurance

3.1 Machinery and equipment insurance against all risks

3.1.1 Mandatory clauses:

3.1.1.1 Extension of insurance cover to include damage caused by human action due to, for example, carelessness, misuse, incorrect operation or lack of qualifications;

- 3.1.1.2 Extension of insurance cover to include damage consisting of: burglary, robbery;
- 3.1.1.3 Extension of the scope of cover to include damage resulting from devastation, understood as deliberate and intentional destruction by third parties;
- 3.1.2 Acceptable exclusions of liability for damages:
  - 3.1.2.1 The Insurer shall not be liable for any loss arising in connection with or as a result of:
    - 3.1.2.1.1 war, war hostilities, invasion, civil war, revolution, rebellion, insurrection, martial law or state of emergency, confiscation, nationalization, requisition, seizure or destruction of property by order of any lawfully constituted authority, lockout,
    - 3.1.2.1.2 electronic attack or cyberattack, hacker attack, computer viruses, computer worms, Trojan horses, logic bombs or any other malicious software,
    - 3.1.2.1.3 nuclear explosion, nuclear reaction, ionizing radiation, radioactive contamination, impact of electromagnetic field, exposure to biological or chemical agents, contamination or pollution by industrial waste,
    - 3.1.2.1.4 mining activities caused by the movement of a mining plant in former or current mining areas,
    - 3.1.2.1.5 defects, errors or faults that existed at the time of the conclusion of the agreement and of which the Policyholder knew or could have known with due diligence,
    - 3.1.2.1.6 use of the subject-matter insured after the occurrence of the loss without repair, if the failure to repair had an influence on the occurrence of the next loss,
    - 3.1.2.1.7 loss or damage due to total or partial immersion in tidal waters,
    - 3.1.2.1.8 loss or damage due to electrical or mechanical breakdown.
  - 3.1.2.2 From coverage are also excluded any loss or damage:
    - 3.1.2.2.1 for which the manufacturer, seller, supplier or service provider is responsible on the basis of the agreement or binding legal regulations (including under warranty or guarantee),
    - 3.1.2.2.2 caused by wilful misconduct or gross negligence of the Policyholder's representatives,
    - 3.1.2.2.3 caused by explosion caused by the Policyholder for production, operation or demolition purposes,
    - 3.1.2.2.4 resulting from extortion, forgery, coercion, embezzlement, misappropriation of property,
    - 3.1.2.2.5 discovered during inventory, maintenance, repair or upgrade,
    - 3.1.2.2.6 occurring as a result of carrying out repair or upgrade, including tests and trials in connection with these activities,
    - 3.1.2.2.7 resulting from damage to or loss of data or software, including adverse change in data or software caused by deletion, damage

- or other deformation of their original structure, or resulting from limited availability, unavailability, non-functioning, malfunctioning or incorrect use of data, software or information carriers,
- 3.1.2.2.8 caused by failure to perform obligatory activities related to maintenance or repair of machinery and equipment,
- 3.1.2.2.9 those occurring as a direct result of continuous operation, in particular normal wear and tear or abnormal wear and tear, erosion, cavitation, corrosion, oxidation, deposit formation, continuous exposure to weather conditions and deterioration caused by non-use of the insured object,
- 3.1.2.2.10 involving only aesthetic damage, including but not limited to painting, graffiti, scratches, discoloration, as well as other damage of similar nature that does not affect functionality of the insured objects,
- 3.1.2.2.11 in parts of machinery and equipment which are subject to rapid wear and tear, regular replacement during maintenance due to their purpose, nature of work or physical properties,
- 3.1.2.2.12 to replaceable parts and attachments such as batteries, connecting wires and cables, flexible pipes, jointing materials regularly replaced,
- 3.1.2.2.13 whose value does not exceed the deductible specified in the document of insurance.
- 3.1.2.3 Unless otherwise agreed, the insurance hereunder shall not cover:
  - 3.1.2.3.1 losses, damages, claims, costs or expenses of any kind directly or indirectly caused by a communicable disease or the fear or threat (actual or alleged) of a communicable disease
  - 3.1.2.3.2 loss arising in connection with or as a result of terrorism or sabotage,
  - 3.1.2.3.3 loss arising in connection with or as a result of strike, riot and civil commotion,
  - 3.1.2.3.4 loss in machinery and equipment during self-movement or transport outside the place of insurance, including loading, unloading, standstill in connection with the aforementioned activities,
  - 3.1.2.3.5 loss in consumables, particularly fuels, oils, lubricants, refrigerants,
  - 3.1.2.3.6 increased operating costs resulting from the loss.
- 3.1.2.4 3.1.2.4. Furthermore, the Insurer shall not be liable for:
  - 3.1.2.4.1 consequential losses, loss of income, loss of revenue, loss of profit resulting from the loss, subject to the provisions
  - 3.1.2.4.2 costs incurred by the Policyholder in connection with maintenance, overhaul, upgrade or warranty repair of the insured object,

- 3.1.2.4.3 administrative costs, litigation costs, punitive damages, handling charges, public and legal charges, taxes, court or administrative fines, fines, contractual penalties, loss of contracts, discounts, licenses, losses caused by delay or default, loss of market, loss of market value, lost profits.
- 3.1.2.4.4 The Insurer shall not pay any benefits if the payment of benefits would expose him to any commercial or economic sanctions, prohibitions or restrictions imposed by mandatory laws, including UN resolutions, European Union regulations, or introduced by decisions of authorized bodies of the United Kingdom or the United States of America.