

I. General Terms and Conditions of Delivery

§ 1 General information

(1) All deliveries and services of KOCH Pac-Systeme GmbH (hereinafter "KOCH") are subject to these General Terms and Conditions of Delivery and any separate contractual agreements. Deviating, opposing or supplementary terms and conditions of the Purchaser shall only be components of the contract if KOCH has expressly consented to their application. This consent requirement always applies, e.g. even if KOCH makes the delivery to the Purchaser without reservation despite being aware of its terms and conditions.

(2) Place of performance for both parties and for all claims under the contract is Pfalzgrafenweiler (Federal Republic of Germany). Customary commercial clauses (such as FCA Pfalzgrafenweiler) shall be construed on the basis of the definitions of the International Chamber of Commerce applicable at the time when the contract is concluded.

(3) Unless otherwise stated in KOCH's offers, all offers are subject to change and non-binding. In cases where there is no special agreement, a contract shall be deemed concluded when KOCH issues the order confirmation in writing. The written form requirement for the order confirmation shall also be deemed met if the order confirmation is transmitted in text form by way of remote data transmission (e.g. e-mail) or fax.

(4) Orders shall be deemed to be binding offers from the Purchaser to contract. Unless otherwise clear from the order, KOCH is entitled to accept this offer to contract within 14 days from when KOCH receives the offer.

(5) The Purchaser shall ensure that electronic orders are only transmitted by employees of the Purchaser who have been authorized to do so.

(6) Documents such as images, drawings, sketches and other representations as well as measurements, weights and output data are for illustration purposes only. They are not binding for purposes of construction and technical performance; KOCH reserves the right to determine the construction and design.

(7) KOCH reserves title and copyright in drawings, documentation, samples, cost estimates and other documents. They may not be reproduced or made accessible to third parties without KOCH's consent.

(8) Individual agreements concluded with the Purchaser in the individual case (including collateral, supplementary and amendment agreements) shall always take precedence over these General Terms and Conditions of Delivery. A written contract or KOCH's written confirmation shall be decisive for determining the content of such agreements unless there is counter-evidence.

(9) Declarations and notices which are significant from a legal point of view and which must be submitted to KOCH by the Purchaser after conclusion of the contract (e.g. deadlines, notices of defects, rescission declarations or price reductions) must be in writing to be valid.

§ 2 Delivery period, delay in delivery, force majeure

(1) The delivery period shall be agreed individually between the parties. Where there is no agreement, KOCH shall state the delivery period when it accepts the order.

(2) In order for delivery periods to be met, all technical and commercial details must have been clarified and the Purchaser must have complied with all of its duties, such as making an advance payment or supplying KOCH on time, for the purpose of test runs, with packaging material or Purchaser-specific format parts in accordance with section 6(2) of these General Terms and Conditions of Delivery. If this is not the case, the delivery period shall be extended by a reasonable period. This shall not apply if KOCH is responsible for the delay.

(3) Compliance with the agreed delivery periods is subject to KOCH itself receiving correct and timely delivery from its own suppliers.

(4) Where no formal acceptance of the delivery item has been agreed, an agreed delivery period shall be deemed met if the delivery item has left KOCH's plant by expiry of the delivery period or the Purchaser has been informed that the delivery item is ready for dispatch. Where acceptance has been contractually agreed - apart from where the Purchaser is entitled to refuse acceptance - the contractually agreed acceptance date shall be decisive or, alternatively, when KOCH announces that the item is ready for acceptance.

(5) If the delivery period is not met as a result of force majeure, labour disputes

or other events which are not under KOCH's control, KOCH shall be released from its duties of performance for the duration of the event and the delivery period shall be extended by a reasonable period. KOCH shall inform the Purchaser of the beginning and end of such circumstances as soon as possible.

§ 3 Delivery, passage of risk, acceptance, default of acceptance

(1) Unless there is an individual agreement to the contrary, the risk shall pass to the Purchaser once the delivery item has left KOCH's plant; this also applies to part-deliveries and where KOCH has agreed to provide other services, e.g. to pay for the shipping costs or to provide delivery and assembly. Unless otherwise agreed, the duties to ensure that the delivery item is safely loaded, stowed and secured for shipment and the duties relating to unloading lie with the Purchaser or its carrier, forwarding agent or party collecting the delivery item.

(2) The Purchaser shall be responsible for transporting the delivery item to its final destination in the factory as a matter of principle. The customer must ensure that suitable lifting means are available on time for transporting the machine. Where the parties have agreed that KOCH will transport the delivery item to its final destination in the factory, the machine including all of its component parts shall be unloaded from the lorry by a shipping company commissioned by KOCH, placed on heavy duty casters, transported to the assembly point and put into position. Unless otherwise agreed between the parties, all of the auxiliary aids (crane, fork lift truck and heavy duty casters) required for this purpose must be provided on time by the Purchaser. If the parties have agreed that KOCH is to transport the delivery item to its final destination in the factory, the Purchaser shall especially ensure that (i) the place of assembly is free from obstacles, (ii) that, where air cushions are being used, the distance the machine must be transported does not exceed 30m and (iii) the transportation route is flat, in one piece and free from interfering contours. The scope of delivery does not include lifting the delivery item again at the assembly point (owing to a pedestal, for example) with a special crane.

(3) Where formal acceptance has been agreed, this must take place without delay at the agreed time or, alternatively, once KOCH has notified the Purchaser that the delivery item is ready for acceptance. The Purchaser may not refuse acceptance on grounds of an insignificant defect providing that KOCH expressly acknowledges its duty to remedy the defect. The statutory provisions of the law on contracts for work and services apply accordingly where formal acceptance has been agreed. If the Purchaser is in default with acceptance, this shall be regarded as being equivalent to handover/acceptance.

(4) If dispatch or acceptance is delayed or does not take place as a result of circumstances for which KOCH is not responsible, the risk of accidental loss or accidental deterioration of the delivery item shall pass to the Purchaser at the latest from the day on which KOCH notifies the Purchaser that the delivery item is ready for dispatch/acceptance.

(5) If dispatch/acceptance of the delivery item is delayed for reasons for which the Purchaser is responsible, if the Purchaser fails to perform an act of cooperation or if the delivery or acceptance is delayed for other reasons for which the Purchaser is responsible, KOCH shall have a right to claim compensation for the damage it suffers in this respect, including any additional expenses. Without prejudice to any further claims, after fruitless expiry of a reasonable subsequent period, KOCH can dispose of the delivery item in another manner; in particular, it may store the delivery item at the cost and risk of the Purchaser and/or extend the delivery period for delivery to the Purchaser by a reasonable amount of time.

(6) Part-deliveries are permitted in cases where the Purchaser can reasonably be expected to accept such.

§ 4 Prices and terms of payment

(1) All prices are without discounts or other reductions ex works Pfalzgrafenweiler and exclude packaging, carriage and insurance; the statutory value added tax is payable on top.

(2) If special commissions require the use of new technology or methods and additional costs result from this, KOCH has the right to require an adjustment of the agreed prices in line with the modified costs; delivery dates and conditions of payment must be agreed again accordingly. This provision only applies if the order confirmation expressly refers to this possibility. In this case, the technology which is the basis of the original price shall be described in the order confirmation.

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(3) After expiry of the agreed payment periods, KOCH has a right to charge interest equivalent to the interest on borrowings charged by its bank; the Purchaser is entitled to prove that KOCH did not suffer any damage as a result of its delay or that the damage incurred was considerably lower than the fixed amount. KOCH shall only provisionally accept payment instructions, cheques, bills of exchange and other means of payment; these shall only be finally accepted once the amount in question has been credited to KOCH's bank account. Discounting and pro-longing bills of exchange does not equate to performance.

(4) If the Purchaser does not make a payment which is due or otherwise defaults on payment, KOCH can set it a reasonable period for payment together with a threat of termination of the contract for the event that the period should fruitlessly expire; the setting of such a period shall also be deemed to be a warning notice within the meaning of section 286 of the German Civil Code (Bürgerliches Gesetzbuch). If the Purchaser does not make payment by expiry of this period, KOCH can terminate the contract and dispose of the delivery item in another manner. In the case of such a termination, KOCH can demand the full purchase price. Payments already made as well as the value of those components which can be used in another manner without having to modify them shall be deducted. If the conduct in breach of contract by the Purchaser is the result of force majeure, KOCH can only demand the costs incurred up until termination as well as the costs it can no longer avert. Further-reaching statutory rights and claims (e.g. compensation claims in the case of a culpable breach of duty by the Purchaser) remain unaffected.

(5) If it becomes apparent after conclusion of the contract that the claim to the purchase price is at risk owing to the Purchaser's inability to make the payment (e.g. if an application is filed for insolvency proceedings to be commenced), KOCH is entitled to rescind the contract in accordance with the statutory provisions on refusal of performance, after setting a deadline for payment where appropriate (section 321 of the German Civil Code). In the case of contracts for the manufacture of individual tailor-made items, KOCH can rescind the contract immediately; the statutory provisions regulating when there is no requirement to set a deadline remain unaffected.

(6) The Purchaser shall only be entitled to rights of offset and rights of retention if its claim has been established with binding legal effect or is not disputed. In the case of defects relating to the delivery, the Purchaser's counterclaims, especially in accordance with section 7 of these General Terms and Conditions of Supply, shall remain unaffected.

set out in the specification.

(2) If, based on a separate agreement with the customer, a function test is agreed at KOCH before delivery of the delivery items, the sample material provided for test purposes must be identical to the original product in terms of quality, size, behavior, appearance and composition. With the delivery of sample material to KOCH, the customer must submit a valid safety data sheet for the sample material. KOCH is only responsible for the whereabouts and disposal of the provided sample material to the extent that this is expressly stated in the order confirmation.

§ 7 Claims for defects

KOCH shall be liable as follows for material and legal defects excluding other claims - unless otherwise provided for in section 8 - as follows:

Material defects

(1) The Purchaser's claims for material defects are subject to it having complied with its statutory duties of inspection and to make a complaint if it finds a defect (sections 377, 381 of the German Commercial Code (Handelsgesetzbuch)). If a defect is discovered on inspection or at a later time, KOCH must be informed of this in writing without delay. Irrespective of this duty of inspection and to make a complaint, the Purchaser shall notify KOCH in writing of apparent defects (including wrong and short delivery) within two weeks of delivery, whereby sending the notification by the deadline shall be sufficient for timely notification. If the Purchaser fails to properly inspect the goods or to make a complaint, KOCH's liability is excluded in relation to the defect of which it was not notified.

(2) KOCH shall not provide a warranty for material defects if

- a) packaging material and products of the Purchaser to be packaged do not meet the agreed requirements;
- b) the Purchaser changes the delivery item (section 7(9)) remains unaffected);
- c) the delivery item was installed or put into operation in a manner which does not correspond to KOCH's instructions;
- d) KOCH's operating and maintenance instructions were not followed or the delivery item was handled improperly in another manner;
- e) KOCH was not given a reasonable opportunity or amount of time to remedy the defect;
- f) the defect is the result of ordinary wear and tear.

(3) KOCH shall not provide a warranty for defects which result from measures or constructions which the Purchaser expressly requested or from materials or products which the Purchaser provided or the use of which the Purchaser expressly requested despite KOCH having pointed out issues with these.

(4) The Purchaser shall inform KOCH in due time if the delivery item is to be used in multi-shift operation or will be subjected to unusual circumstances (e.g. of a climatic, regional or operational nature). Should the Purchaser fail to notify KOCH accordingly, KOCH is under no obligation to provide a warranty for suitability for such use.

(5) If the item delivered is defective, KOCH may first choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering an item free from defects (replacement delivery). KOCH's right to refuse to provide subsequent performance in accordance with the statutory provisions remains unaffected.

(6) KOCH has a right to make the subsequent performance owed subject to payment of the purchase price due by the Purchaser. However, the Purchaser is entitled to retain part of the purchase price which is reasonable for the size of the defect.

(7) The Purchaser must give KOCH the time necessary and an opportunity to carry out the subsequent performance; in particular it must hand over the rejected goods for the purpose of examination. In the case of a replacement delivery, the Purchaser shall return the defective item to KOCH in accordance with the statutory provisions. Subsequent performance does not include uninstalling the defective item or reinstalling it if KOCH did not originally have a duty to install it.

(8) If there really is a defect, KOCH shall bear the costs of examination and subsequent performance, especially the costs of transportation, labour and material (not: costs of disassembly and reassembly). Otherwise, KOCH can

§ 5 Retention of title

(1) KOCH shall retain title in the delivery items sold until full payment of all of KOCH's current and future claims under the purchase contract and any ongoing business relationship (secured claims).

(2) The delivery items subject to retention of title may neither be pledged to third parties nor handed over as security until the secured claims have been paid in full. The Purchaser shall inform KOCH without delay in writing if an application is filed for commencement of insolvency proceedings or to the extent that third parties gain access to the delivery items belonging to KOCH (e.g. attachments).

(3) In the event of a breach of contract by the Purchaser, in particular in the case of default with payment, KOCH shall have a claim for surrender of the delivery items. The claim for surrender does not simultaneously include a declaration of rescission; instead, KOCH is entitled to merely request that the delivery items be surrendered and to reserve the right to rescind the contract. If the Purchaser does not pay the purchase price when it is due, KOCH may only assert these rights if KOCH has first set the Purchaser a reasonable deadline for payment which has fruitlessly expired or if the statutory provisions do not require KOCH to set such a deadline.

(4) If the law of the country in which the delivery item is located does not permit a right of retention of title but permits the vendor to reserve other rights in the delivery item, KOCH may exercise all rights of this sort. The Purchaser shall cooperate with the measures which KOCH wants to take in order to protect its right of title - or another right in the delivery items in place of the right of title.

§ 6 Scope of function and function tests

(1) Where agreed between KOCH and the Purchaser, the delivery items shall be tested before delivery. Unless there is an individual agreement with the Purchaser to the contrary, the only products owed are products which can be used to process packaging materials customary on the market, of the size and quality

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claim compensation from the Purchaser for the costs arising from the unjustified request for the remedy of defects (especially examination and transportation costs) unless the lack of a defect was not apparent to the Purchaser.

(9) In urgent cases, e.g. where there is a risk to operational safety or to ward off disproportionately greater damage, the Purchaser shall have a right to remedy the defect itself and to claim reimbursement of the expenses objectively necessary for this from KOCH. KOCH shall be informed about any such remedy of defects by the Purchaser itself without delay and before the work is carried out wherever possible. The Purchaser shall have no right to remedy the defect itself if KOCH would have had a right to refuse corresponding subsequent performance in accordance with the statutory provisions. If the Purchaser or a third party does not carry out improvements properly in the framework of the Purchaser's right to remedy the defect itself, KOCH shall not be liable for the resulting consequences.

(10) If KOCH is unable to carry out subsequent performance to the required quality, the parties shall enter into discussions. To the extent that it is reasonable for the Purchaser, KOCH may deliver other delivery items or solutions to satisfy its duty to provide subsequent performance which all have the agreed quality or, where there is no agreement of quality, a quality defined as being free from defects in the legislation (sections 434(1), 633(2) of the German Civil Code).

(11) If subsequent performance fails or if a reasonable deadline to be set by the Purchaser has fruitlessly expired or if the statutory provisions make it unnecessary to set such a deadline, the Purchaser may rescind the contract or reduce the purchase price. However, there shall be no right of rescission for a minor defect.

Legal defects

(12) If use of the delivery item leads to an infringement of industrial property rights or copyrights such as patents or copyrights of third parties, KOCH shall, at its cost and as a matter of principle, obtain for the Purchaser the right to continue to use the delivery item or modify the delivery item in a manner which the Purchaser can be reasonably expected to accept so that the property right infringement is remedied. If this is not possible at conditions which are reasonable from a financial point of view or within a reasonable period of time, the Purchaser shall have a right to rescind the contract. Subject to the above-mentioned preconditions, KOCH shall also be entitled to a right to rescind the contract. Furthermore, where it is at fault, KOCH shall release the Purchaser from claims which are undisputed or which have been established by a court of law by the respective owner of the property right.

(13) The duties of KOCH set out in section 7(12) are exhaustive, subject to the provisions of section 8, for cases of property right or copyright infringement. They shall only exist if

- the Purchaser informs KOCH without undue delay of infringements of property rights or copyrights which have been asserted,
- the Purchaser assists KOCH to a reasonable extent with defending against the claims asserted or allows KOCH to carry out the modification measures in accordance with section 7(12),
- KOCH retains the right to take all defence measures including out-of-court measures,
- the legal defect does not result from an instruction from the Purchaser or from the fact that the infringement only results from the Purchaser combining the delivery item with products or services which fall outside of the scope of KOCH's delivery and
- the infringement was not caused by the Purchaser modifying the delivery item in an unauthorised manner or using it in a manner not covered by the contract.

(14) KOCH does not warrant that the end products manufactured on the delivery item are free from property rights of third parties, including the manufacturing method used.

(15) The Purchaser shall only be entitled to claim compensation or reimbursement of futile expenses in accordance with section 8; such claims are excluded in all other respects.

(2) KOCH shall be liable for compensation, irrespective of the legal basis, in the framework of fault-based liability for intent and gross negligence. In the case of simple negligence, KOCH shall only be liable, subject to a milder standard of liability, in accordance with the statutory provisions (e.g. for care in its own matters)

a) for damage caused as a result of injury to life, body or health,
b) for damage arising from a significant breach of an essential contractual duty (obligation which must be performed in order for the contract to be properly performed at all and on the observation of which the contracting partner regularly relies and is entitled to rely); however, in this case KOCH's liability is limited to compensation for foreseeable typical damage.

(3) Any liability under the aforementioned provision for foreseeable damage which typically results is limited to the cover amounts of KOCH's third party/professional indemnity insurance policy.

(4) The limitations of liability resulting from the aforementioned provisions also apply to breaches of duty by or in favour of persons for whose conduct KOCH is responsible in accordance with the statutory provisions. They do not apply to the extent that KOCH maliciously concealed the defect or provided a warranty for the quality of the goods or to claims of the Purchaser under the German Product Liability Act (Produkthaftungsgesetz).

(5) The Purchaser may only rescind or terminate the contract on grounds of a breach of duty, which does not consist in a defect, if KOCH is responsible for the breach of duty. The Purchaser shall have no free right of termination (especially in accordance with sections 651, 649 of the German Civil Code). In all other respects, the statutory provisions and legal consequences apply.

§ 9 Limitation period

(1) Deviating from section 438(1) no. 3 of the German Civil Code, the general limitation period for claims for material and legal defects is one year from delivery. Where formal acceptance is agreed, the limitation period shall begin on acceptance.

(2) However, if the goods are a building or an item which, in accordance with its customary use has been used for a building and has caused it to be defective (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provisions (section 438(1) no. 2 of the German Civil Code). Further special statutory provisions on limitation (especially section 438(1) no. 1, (3), sections 444, 479 of the German Civil Code) remain unaffected.

(3) The aforementioned commercial limitation periods also apply to contractual and non-contractual compensation claims of the Purchaser on grounds of a defect in the goods unless the application of the usual statutory limitation period (sections 195, 199 of the German Civil Code) would lead to a shorter limitation period in the individual case. However, compensation claims of the Purchaser in accordance with section 8(2) first sentence and second sentence, letter (a) as well as under the German Product Liability Act are exclusively subject to the statutory limitation periods.

§ 10 Software

(1) To the extent that software is included in the scope of delivery, the Purchaser shall be granted a non-exclusive right to use the software supplied and its documentation. It shall be provided for use on the intended delivery item only. Use of the software on more than one system is not permitted. The Purchaser shall have no claim to the related object or source code unless provision hereof has been separately agreed with the Purchaser.

(2) The Purchaser shall only be entitled to reproduce, revise, translate or transform the object code into the source code to the extent permitted by the German Copyright Act (Urheberrechtsgesetz). The Purchaser undertakes not to remove information relating to the manufacturer – in particular copyright notices – without KOCH's prior express consent. All other rights with regard to software and documentation including the copies shall remain with KOCH or the software supplier as appropriate. Granting sublicences is not permitted.

(3) Before it is provided to the Purchaser, KOCH shall check the software, by taking up-to-date protective measure which correspond to the latest state of the art, for computer viruses, Trojan horses, hoax viruses and similar programming, program parts and errors which could lead to the loss or corruption of

§ 8 Liability

(1) Unless otherwise provided for in these General Terms and Conditions of Delivery including the following provisions, KOCH shall be liable for breaches of contractual and non-contractual duties in accordance with the statutory provisions.

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data or programs or to impairments of systems or parts thereof (hereinafter "Computer Viruses"). However, this cannot exclude either the risk of the software containing unknown or mutating Computer Viruses or the risk of such Computer Viruses infecting the (operating or control) system of the Purchaser at a later time and thereby leading to the program data of the software or other data or programs being modified or deleted or systems being impaired.

(4) The Purchaser must therefore itself take measures to protect against Computer Viruses and other destructive data. It has a duty to test the software provided for Computer Viruses before running it and opening files. This also applies to software which it wants to use in the framework of its (operating or control) systems to the extent that the functionality of KOCH's software could be affected as a result.

§ 11 Applicable law and place of jurisdiction

(1) The law of the Federal Republic of Germany excluding international uniform law, especially the UN Convention on Contracts for the International Sale of Goods (CISG), applies to these General Terms and Conditions of Delivery and to the contractual relationship between KOCH and the Purchaser.

(2) If the Purchaser is an entrepreneur in the sense of the German Commercial Code, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction, also internationally, for all disputes arising from the contractual relationship is the place of our registered office in Pfalzgrafenweiler. The same applies accordingly if the Purchaser is an entrepreneur within the meaning of section 14 of the German Civil Code. However, in all cases, KOCH also has a right to bring a claim at the place of performance of the delivery duty in accordance with these General Terms and Conditions of Delivery or an individual agreement which prevails over these or at the general place of jurisdiction of the Purchaser. Overriding statutory provisions, especially those on exclusive jurisdiction, remain unaffected.

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We shall make the services of our engineers available for the installation, overhauling and repair of the machines supplied by us upon contractual agreement or special request. Work going beyond the services specified in the above can be performed if agreed with us in advance.

Our service engineers shall render their services on the basis of our General Terms and Conditions printed on the reverse side and the following Terms and Conditions for Services which shall apply in addition thereto:

1. Our service engineers are not authorised to make legally binding statements in whatever form.
2. If we are commissioned with work other than the installation, overhauling and repair of the machines supplied by us in conformity with the enclosed operating instructions and if such other work includes significant changes to the machines or results in same, we reserve the right to conduct a safety inspection in accordance with the law governing the safety of technical equipment (Gerätesicherheitsgesetz (GSG)) in combination with the pertinent statutory rules and orders passed with reference to same at the customer's expense.
3. The customer shall request the services in good time – at least four weeks prior to the commencement of work in order that we may make long-term plans for the deployment of our service engineers and guarantee smooth completion of the services. We can not be held liable in any way whatsoever if the customer does not make its arrangements early enough to allow us sufficient time to assign our service engineers and we are thus prevented from deploying our staff in time – e.g. as a result of decrees issued by administrative officers, force majeure or lack of qualified staff.
4. Any advance estimates as to the duration and costs of work, we are requested to submit, are only approximate and non-binding.
5. In the event of a subsequent extension of an order, an appropriate prolongation of the term for completion of the services shall be agreed upon separately.
6. Demands for service engineers, spare parts and additional parts should generally be made in writing and indicate the respective order numbers.
7. The customer undertakes to effect the following preparations at its own expense and responsibility:
 - a) Transport of the machines to the installation site. Any transport damages shall be reported to us without delay.
 - b) Preparation of the system

The system must be unpacked and degreased without using caustic solvents which could cause damage to machine parts or paint. Prior to the performing of overhauling and repair work, the machine must be cleaned and made easily accessible. The power supplies to the machines must be prepared in advance.

c) Preparation of work materials

The accessory crates must be opened and the spare parts cleaned and placed near the machine. Care should be taken not to lose any small parts during unpacking.

d) Preparation for the workflow

All auxiliary units connected to our machines for material feed, filling, proportioning and product conveyance must be positioned in a way to make them easily accessible and to allow smooth completion of adjusting and maintenance work.

e) Provision of aid, etc.

The customer shall make the following available free of charge in particular:

- any auxiliary equipment necessary for the work, such as lifting equipment, timber, ropes, etc., as well as adequate tools including a workbench with vice close to the machine;
- in the event that additional staff is needed, the assistance of bricklayers, fitters, handymen, carpenters, etc. The staff providing assistance shall follow our service engineer's instructions. It is recommended to assign two technically skilled and experienced persons which will later operate the machine, to assist our service engineer.
- the raw materials to be processed, such as filling materials and packing materials (including glue), for an industrial continuous operation for the length of time the customer desires for the training of its service staff (quality and dimensional accuracy of the packing materials and supplies must comply with the specifications agreed previously or, as applicable, those recommended by us);
- the necessary power for operation (e.g. electricity, water, compressed air, steam) and lighting, space that can be locked for the storage of valuable system components, tools, etc.

The preparation measures outlined in the above shall be carried out far enough in advance, so that our service engineer can begin its service work immediately upon arrival at the customer's.

8. The customer also undertakes to notify us promptly, and in writing, of the statutory and administrative safety regulations applicable at the place of operation, to the extent that these regulations must be observed and complied with by our service staff. All safety equipment, such as protective clothing, safety shoes, etc. must be made available by the customer free of charge.

9. Unless agreed otherwise, the customer acknowledges, upon commencement of the work by our service staff, that all tasks carried out in accordance with the customer's instructions, going beyond the agreed scope of work, shall be performed for the customer's account and at its sole responsibility. In this case, the customer expressly indemnifies us and our employees against any and all respective contractual obligations.

10. The service engineer shall observe the working hours at the customer's plant and comply with the plant's regulations. It shall work overtime in urgent cases. In all other cases, our service engineers' working time generally shall be limited to a maximum of 10 working hours a day.

11. The customer shall provide a car unless our service staff's hotel accommodation is located near the work site or can be reached by public transportation within half an hour. A single room with shower and heating available and toilet shall be deemed an appropriate accommodation.

12. The service engineer must provide the customer with a list of the hours worked when invoicing for the service. The customer shall confirm the correctness of the hours worked as set forth in the list, the due handing-over of the functional machine and the proper performance of the extraordinary work with its legally binding signature.

13. If the service work is disturbed or interrupted due to circumstances that we can not be held accountable for, all costs resulting from such circumstances (including costs for periods of delay) shall be for the customer's account. This shall apply for instance if disturbances occur in third-party units that are connected in series, even if our service engineer was charged with connection and installation.

14. Our liability for defects as well as our liability based on any other reasons shall be subject to Sections 4, 6 and 7 of our General Terms and Conditions as printed on the reverse side.

15. With regard to all services rendered at the machines, we reserve the title to all built-in units, spare parts and accessories, until the parts and services have been paid for in full.

16. Taxes incurred in connection with service work in the customer's country shall be for the customer's account.

17. The customer shall name an authorized person as a contact.