

General Terms and Conditions for Services 11/2020

We shall make the services of our personnel available for the installation, over-hauling 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 personnel shall render their services based on 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 personnel are not authorized 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 best practices governing the safety of technical equipment in combination with the pertinent statutory rules and orders with reference to same at the customer's expense. The customer shall not be entitled to derive any rights or claims against us from the non-execution of any renewed safety inspection that may be required – irrespective of the legal grounds such requirement is based on – if the non-execution is not due to intent or gross negligence and has not resulted in damages to life, body or health.
3. The customer shall request the services in a timely manner – 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 personnel and guarantee smooth completion of the services. We cannot be held liable in any way and will not be liable for any delays, losses or damages in any manner or under any circumstance whatsoever if the customer does not make its arrangements early enough (at least 4 weeks before the scheduled delivery date) to allow us sufficient time to assign our service personnel. We shall also not be responsible for any delays, losses or damages that are the result of any force majeure events, governmental shutdowns, lack of qualified staff due to circumstances beyond our control.
4. Any advance estimates as to the duration and costs of work, we are requested to submit, are only approximate and non-binding until a final confirmation in writing is executed.
5. In the event of a subsequent extension of an order, an appropriate extension of the term for completion of the services shall be agreed upon by the parties but in no event less than the extension of time for the order.
6. Demands for service personnel, spare parts and additional parts should generally be made in writing and indicate the respective order numbers.
7. The customer undertakes to affect 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 un-packing.
 - 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 personnel's instructions. It is recommended to assign two technically skilled and experienced persons which will later operate the machine, to assist our service personnel.
- 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 personnel can begin its service work immediately upon arrival at the customer's.

1. 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.

2. 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 agrees to defend, save, indemnify and hold us and our employees and agents harmless from and against any and all damages, losses, including counsel fees and costs and any contractual obligations.
3. The service personnel 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 personnel working time generally shall be limited to a maximum of 10 working hours a day.
4. 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.
5. The service personnel 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.
6. If the service work is disturbed or interrupted due to circumstances that we cannot 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 personnel were charged with connection and installation.
7. 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.
8. 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.
9. Taxes incurred in connection with service work in the customer's country shall be for the customer's account.
10. The customer shall name an authorized person as a contact.

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