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## General Terms and Conditions

### for Deliveries, Installation, Repairs by Wilhelm Rasch GmbH & Co. KG, Cologne (Last altered: January 2008)

The following conditions apply to the contractual relationship provided no other written agreement has been made. Differing, conflicting conditions of the customer do not apply unless we would have expressly agreed that they are valid. The following conditions also apply if the supplier makes delivery to the customer without reservation while aware of conflicting or conditions that deviate from its.

#### I. VALIDITY OF THE VDMA CONDITIONS

The General Terms and Conditions of Business recommended by the Verband deutscher Maschinen- und Anlagenbau e. V. (German Mechanical and Plant Engineers' Federation, or VDMA) and referred to below, apply in all cases. These are:

1. the General Conditions for the Supply of Machinery for business within Germany, (2002 version, VDMA Conditions of Supply) in the case of the supply of machinery, machine parts, accessories or other items;
2. the General Conditions of Mechanical Engineering for installation in Germany, (2002 version, VDMA Installation Conditions) in the case of installation;
3. the VDMA Mechanical Engineering Conditions for repairs to machinery and plant for transactions within Germany, (2002 version, VDMA Repair Conditions) for repairs to machinery and plant;
4. the VDMA Conditions of Supply (Fig. 1 in this Section) in the case of supply and the VDMA Installation Conditions (Fig. 2 in this Section) in the case of installation, if the contractual relationship not only covers both supply and installation, provided no other deviating arrangements have been made. We will be happy to send you the VDMA Conditions free of charge at your written request.

#### II. ADDITIONAL CONDITIONS OF CONTRACT FOR ALL SERVICES

The following additional conditions of contract apply additionally to the relevant VDMA Conditions for all contractual relationships, regardless of the type of service in I. above. In cases of doubt, the additional conditions (below) take priority:

1. Overseas Business, Applicable Law, Language of the Contract
  - a) Our General Contract Conditions, including the VDMA Conditions referred to above, also apply to overseas transactions.
  - b) German law applies exclusively to all contractual relationships, including future services except the uniform UN purchasing law (Convention on the International Sale of Goods, or CISG). The language of the contract is German. The place of jurisdiction is the court responsible for the head office of the supplier.
2. Additional Limits of Liability
  - a) Compensation for default may only be demanded from us when, after we are in default, the customer has given us another written deadline of at least six days and the default period continues after the deadline has expired.
  - b) Regardless of all other limits to liability, our liability is in limited all cases – for whatever legal reason, including liability for defects – to foreseeable damage except criminal intent or liability as defined by the German Product Liability Act.
3. Deterioration in the Customer's Financial Situation
  - a) If we become aware of circumstances resulting in a material deterioration in or considerable risk in the customer's financial situation which give us reason for justified doubt as to the customer's ability to fulfil its contractual obligations, we may refuse to perform the contracted service until the customer provides counter-performance corresponding security.
  - b) If the customer fails to provide counter-performance corresponding security by an appropriate deadline, we may cancel or terminate the contract. This also applies if we have performed our services wholly or in part.
4. List of Defects  
At our express request, a list of defects is to be prepared on acceptance of our performance. In particular, this list will show all defects for which the customer reserves the right to submit a claim. The list of defects is to be signed by representatives of both parties to the contract.
5. No Representation Authority on the Part of Our Technicians  
Our technicians are not entitled to make legally binding declarations. Only our customer services department is responsible for implementing contracts.
6. No Liability for Incorrect Supply of Materials  
In case damage results following the incorrect supply of the customer's materials or the entire job is defective for these reasons, the customer will exempt the supplier from any claims.

#### III. ADDITIONAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF MACHINERY AND OTHER ITEMS

The following special conditions of contract apply to the supply of machinery, machine parts, accessories and other items in addition to the VDMA conditions of supply (I.1) and to the additional conditions of contract for all services (II.). In cases of doubt, these conditions have priority.

1. Responsibility of the Customer for the Supply of Documentation
  - a) The customer assumes sole responsibility for plans, documentation, samples and the like if it is to supply them himself. In particular, the customer

is responsible for ensuring that documentation supplied by it or its implementation does not infringe the industrial property rights of third parties.

- b) The supplier is not responsible to the customer for checking whether, by submitting quotes based on workshop plans sent by the customer, submission infringes the industrial property rights of third parties if these are implemented.
- c) Should the supplier still be liable, the customer is still obliged to indemnify the supplier in the case of any damage claims.

#### 2. Additional costs for Corrective Work Abroad

If corrective work has to be performed on items supplied that the customer has already shipped to a foreign customer, the customer is required to bear the additional expenses that arise due to the corrective work abroad, in particular the additional expenses incurred in providing the supplier's technicians and labourers.

#### 3. Guarantee Limitation for Manufacture according to Plans

Where products are manufactured according to the customer's plans, the supplier is only liable for the manufacture according to the plans, irrespective of any other guarantee or liability limitations.

#### 4. Cancellation of the Contract and Reduction of the Contract Price

If the supplier defaults on improvement work or if this is otherwise unsuccessful, the customer may cancel the contract or demand a reduction in the contract price.

#### 5. Packaging Performance

We are only able to give the actual packaging performance of the machine after we have examined a binding original sample. Should the machine be later adjusted to film that we have not tested, we cannot guarantee the wrapping function.

Where we use components other than those normally used by us in prescribed power and regulating functions, we reserve the right to charge a higher price.

#### 6. Reservation of Title

We emphasise that the goods we supply remain our property until the final invoice has finally been paid in full. Acceptance must be carried out within 21 days after delivery to the customer, otherwise the goods delivered will be deemed to have been accepted after this period.

#### 7. Guarantee

The guarantee period begins on acceptance at the customer's premises and - given double shifts - ends 12 months after the final acceptance date.

#### 8. Acts of God

Acts of God, industrial action and other unforeseeable and serious events release the partners to the contract from their obligation to perform for the duration of the disturbance and to the extent of their effect. The partners to the contract are obliged to immediately and as far as is reasonable supply the necessary information and to adapt their obligations to the altered circumstances in trust and good faith.

#### 9. Advice on Use

We advise on use of the products to the best of our knowledge and ability. All information details on suitability and use of our goods do not release the purchaser from making its own inspections with respect to the suitability of the products for the procedures and purposes intended by the purchaser.

#### IV. ADDITIONAL CONDITIONS OF CONTRACT FOR INSTALLATION

The following special conditions apply to installation work – including if it is performed at the same time as delivery – c.f. 1.4 – in addition to the VDMA Installation Conditions (I.2) and the additional conditions of contract for all work (II.). In cases of doubt, these conditions have priority.

#### 1. Installation Price

a) Installation work is always charged for on a time and materials basis at our rates applying for installation work at the time the order was issued. We will be happy to send you these conditions free of charge at

your written request if these are not attached.

b) The materials required for installation will be charged for according to the actual quantity required and at the prices applying at our company at the time.

#### 2. Invoicing and Payment

a) Installation will be always invoiced after acceptance. However, we are entitled to require appropriate weekly or monthly instalments depending on the progress of installation. If installation is interrupted for a considerable period at the instigation of the customer, we may invoice the installation work completed up to that point.

b) Invoices are due for payment in full immediately on receipt.

c) Withholding payment or offsetting the same due to any counter-claims by the customer disputed by us is not permitted.

#### 3. Proof of Performance

a) When required by our technicians, the customer is required to certify the work completed at least once a week – but after the installation work has been completed – in the activity reports.

b) Performance certificates signed by the customer are always incontestable bases for invoicing.