



# Technical Terms and Conditions of Purchase

of Krüger GmbH & Co. KG, Senefelderstr. 44, 51469 Berg. Gladbach

and of the subsidiaries

K-fee System GmbH, Senefelderstr. 44, 51469 Berg. Gladbach und  
Dr. B. Scheffler Nachf. GmbH & Co. KG, Senefelderstr. 44, 51469 Berg. Gladbach

*referred to hereinafter as Customer*

## 1. Provisions of the Customer

The provisions of the Customer must be observed. If deviations from existing provisions, guidelines and standards are unavoidable, the written consent of the Customer must be obtained. Work may only be commenced once the deviations have been approved by the Customer.

### 1.1. Non-disclosure duty

The Contractor undertakes towards the Customer to refrain from disclosing any business and company documents which become known or are made accessible during cooperation and only to disclose such to third parties if this is essential for the cooperation between the Contractor and the Customer.

The non-disclosure duty shall in particular apply to the product range, formulae, product composition, factory layout, factory diagrams. The Contractor and his subcontractors coming into contact with the business or company documents of the Customer as part of cooperation are generally obliged to maintain confidentiality of company information by way of employment contracts.

### 1.2. Protection of utility models

The Contractor warrants that the materials/aggregates supplied do not infringe any utility model/patent protection rights of third parties.

### 1.3. Standards and regulations

All statutory provisions, applicable regulations and generally recognised engineering standards as well as occupational safety and health and accident prevention regulations of the employers' liability insurance associations and all applicable environmental protection regulations must be observed such as

- Machine Directive
- DIN standards
- EN standard
- IEC standard
- VDE regulations
- VDI guidelines
- Accident prevention regulations
- Equipment Safety Act (GSG) ordinances
- VdS guidelines
- EMC Act
- Operational safety ordinance

The safety and health protection requirements in accordance with the individual ordinances must be observed.

In the case of several contiguous plants (machines) of different suppliers, the general contractor must ensure the overall conformity of the entire plant (machine).

The safety-related risk passes on SAT acceptance (see clause 3.2). At this time, the machine must comply with the public law requirements of the Machine Directive. The CE symbol is



attached and the EC conformity declaration provided including a list of hazards with risk assessment and hazard analysis as well as the BGV A3 confirmation.

#### **1.4. Occupational safety and health**

In accordance with the Occupational Safety and Health Act, the Contractor must take measures to prevent occupational accidents which comply with the provisions of the accident prevention regulations and furthermore the generally recognised safety-related and occupational medicine rules.

Where requirements are set out in other legal provisions, in particular in occupational safety and health provisions, these provisions shall not be affected. If the state agency for occupational safety and health responsible for the Customer or the employers' liability insurance association responsible for the Customer determines a defect of the object ordered, the rectification of the defect shall be the responsibility of the Contractor.

#### **1.5. Plants requiring approval and notification**

In the case of plants requiring approval and notification, all documents which must be submitted to the authorities must be available to the Customer in corresponding number immediately after conclusion of the planning phase. In the case of plants requiring approval, the acceptance of the technical inspectorate (TÜV) in the Customer's plant with certificates is part of performance.

#### **1.6. Complete delivery**

The Contractor shall supply a complete plant/aggregate for the agreed price which contains all parts necessary for the perfect operation under consideration of the warranted characteristics even if individual parts necessary for this are not contained in the above mentioned text.

#### **1.7. Confirmation of order**

The Customer requests that the order confirmation signed by the Contractor (copy of the Customer's order) is returned to the Customer within one week.

The foundation for the Technical Terms and Conditions of Purchase is provided by the General Terms and Conditions of Purchase. On acceptance of order, the compliance with these Terms and Conditions of Purchase and the factory-specific requirements are confirmed.

#### **1.8. Approval period**

The approval period is determined by the extent of the documents available for approval. However, it amounts to at least ten working days after delivery of the documents to the Customer.

#### **1.9. Conventional penalty**

The Contractor has defaulted on the date after the agreed delivery date without any written indication of such.

#### **1.10. Object of lease**

The object of lease shall comply with all statutory and official requirements. If no fire, hailstorm or any liability insurance has been taken for the object of lease, the Customer requests the Contractor to notify of such in the confirmation of order so that the Customer can take out the requisite insurance for the duration of lease.

#### **1.11. Third party liability**

The Contractor shall assume the liability as part of its operational liability insurance in an amount of at least EUR 5 million per claim for personal and property damage and assembly and internal transport damage.

#### **1.12. Warranty**

If the performance data warranted by the Contractor are not met, the Contractor must take the corresponding measures at its expense and in agreement with the Customer and where necessary make conversions until the complete object of delivery achieves the agreed data on a permanent basis. If the conversion measures do not lead to the agreed values for the object of delivery within an appropriate period or if the Contractor fails to meet his obligations within an appropriate period, the Customer is entitled to make the object of delivery available. The



Customer is at liberty to nevertheless take acceptance of the object of delivery on the proviso, however, that an agreement is made on depreciation. The warranty period shall start on the date of written declaration of acceptance on the part of the Customer. Any defects to the object of delivery complained of during the warranty period, which also covers the absence of warranted characteristics, must be eliminated by the Contractor on request immediately and free of charge (including ancillary costs, e.g. freight, dismantling and installing). If the Contractor fails to satisfy this request, the Customer is entitled to rectify the defects or have such rectified after prior announcement at the expense of the Contractor.

## **2. Plant layout**

### **2.1. Plant design**

Machines determined for use with food or pharmaceutical products must be designed and built such that the risk of infection, illness or contagion is ruled out. General requirements placed on the hygienic design of food machines which refer to materials, surfaces, compounds, the derivation of liquids, contamination, operating resources and operating instructions are provided in the Machine Directive 2006/42/EC, Annex 1, 2.1.

### **2.2. Ergonomics**

All ergonomic aspects must be considered in the design of the machine/mechanical plant. Further requirements are set out in the factory-specific requirements.

### **2.3. Technical equipment**

All plants and machines must be executed with the components stipulated by the particular factory. These must be observed where technically possible and coordinated with the Customer and approved on signing of agreement. The factory-specific requirements are provided in the "Factory-specific requirements" annex. If they are not available, they may be requested from the Customer.

### **2.4. Modifications to plants and aggregates**

The Contractor must check whether a conversion is an important modification in accordance with the interpretation document of the BMA and the federal states on the subject of "important modification to machines", promulgated by the BMA on 7 September 2000. If the Contractor is aware of technical solutions which do not lead to an important modification, these must be discussed with the Customer. In the event of an important modification, a new machine is created for which a conformity assessment procedure (CE labelling) is to be conducted by the Contractor. Subsequent improvements which are based on defects in the existing machine and which may not be known when the contract is awarded cannot be attributed to the Contractor. The safety related condition of the machine/mechanical plant must be known to the Contractor before planning the conversion.

Chapter 1.3 Standards and regulations (risk assessment) applies without restriction to the scope of the conversion, and to the entire machine in the case of an important modification.

An approval must be obtained for extensions to or reductions in neighbouring existing mechanical or electrical systems.

The modification may first be taken thereafter.

The corresponding modification documents must be updated and must be provided to the Customer.

### **2.5. Test duties**

The Customer must be notified of plant components liable to testing and the respective test periods stated.

## **3. Machine acceptance**

### **3.1. Factory Acceptance Test (FAT)**

The Customer reserves the right to conduct a factory acceptance test.



### **3.2. Site Acceptance Test (SAT)**

The final acceptance is conducted on site. The performance test under production conditions is also conducted here. The warranted target performance must be demonstrated.

The documentation of the acceptance including performance test is to be documented in the acceptance record and signed by both parties.

The final invoice will only be recognised if a fault-free acceptance record has been attached thereto.

## **4. Putting into service**

### **4.1. Additional work and materials**

If additional work and materials are necessary outside the specifications, they require the written purchase order of the Customer since otherwise the associated invoice of the Contractor will not be accepted.

### **4.2. Protective clothing**

The Customer explicitly obliges the Contractor to ensure that all persons working on building and assembly sites of the Customer wear the prescribed personal protective equipment. The procurement of the personal protective equipment is at the discretion of the Contractor and not the responsibility of the Customer. In the case of failure to observe this requirement, the Customer cannot be held responsible for any damage.

The local construction manager of the Customer is authorised to send any workers without the corresponding personal protective equipment from the building site.

### **4.3. Hygiene guidelines**

The Customer explicitly obliges the Contractor to ensure that all persons working on building and assembly sites of the Customer have heeded the hygiene guidelines issued by the Customer. In the case of failure to observe this requirement, the Customer reserves the right to send the respective person from the building site at the expense of the Contractor.

### **4.4. Building site cleaning**

After completion of work, the building site must be left on a cost neutral basis. Waste and scrap material must be disposed of. The site manager must be asked about disposal possibilities. Justified building site cleaning during the construction phase must be conducted free of charge on instruction. In the case of failure to comply, the Customer shall have this work performed at the expense of the Contractor.

## **5. Instruction**

### **5.1. Training of the employees**

The Contractor must instruct and train the operating and maintenance staff when putting into service.

The instruction must be documented and a copy given to the Customer.

## **6. Documentation**

Documentation must be prepared and supplied in accordance with the applicable guidelines. The requisite minimum information in the operating instructions may be derived from the Machine Directive 2006/42/EC, Annex I, Point 1.7.4.2. Further requirements may be derived from the factory-specific requirements.

## **7. Initial equipment with spare parts**

For the initial equipment with spare parts, the Customer requests an offer for a two-year demand in accordance with the Contractor's recommendation.



## 8. Service contract

The extension of the service contract is to be submitted by the Contractor four weeks before expiry of the contract for confirmation. A copy is sent to the Contractor with the confirmation of consent of the Customer or with change requests. The responsibility and liability of the Contractor and the warranty is not restricted by this check.

## 9. Working standards and code of conduct

9.1 The Contractor warrants that the applicable national laws and regulations, the minimum industrial standards and the conventions of the ILO and UNO with respect to the following subject areas are observed in its company and with its primary suppliers: freedom to meet and right of collective negotiation, ban on discrimination, wages, working time, safety at the workplace, ban on child work, ban on forced labour, environmental and safety issues.

9.2 To comply with specific social and environmental standards, all provisions of the ETI code of conduct which are based on the ILO standards must be heeded and observed by the Contractor.

9.3 The foundation for every business relationship is an ethically correct code of conduct and compliance with the respective national and international laws and standards. Corruption, bribery or breach of trust of all kinds is forbidden. Both company management and the employees must behave such that no personal dependences or obligations arise. The Contractor is obliged to ensure this through corresponding control systems throughout the company. The Customer is entitled to examine compliance with these standards at any time.

9.4 In the case of work within the factories of the Customer, the Contractor is obliged to name his staff their qualification and instruction before commencing work in accordance with the legal and other requirements and in particular the factory rules/ Customer's guidelines for external companies.

The employees of the Contractor are obliged to handle the furnishings and fittings with care and in an energy efficient manner and to comply with safety, cleanliness and orderliness.

The Customer reserves the right to check compliance.

## 10. Energy efficiency and environmental protection

Environmental protection and the efficient use of energy are main parts of the corporate picture of Krüger Group. The economical handling of natural resources, the use of environmentally compatible and energy saving processes and the essential avoidance of waste are obligatory both for the Contractor, and for the work in the companies of Krüger Group.

The Contractor is obliged to comply with all relevant legal provisions and regulations, also those referring to environment protection and the gentle use of energy and resources.

The eco-design directives applicable throughout Europe with respect to energy efficiency are to be observed which are stipulated in the following

- Regulation (EC) No. 640/2009 (Electric motors)
- Regulation (EC) No. 641/2009 (Circulators)
- Regulation (EC) No. 547/2012 (Water pumps)
- Regulation (EC) No. 206/2012 (Air conditioners and comfort fans)
- Regulation (EC) No. 327/2011 (Fans driven by motors with an electric input between 125 W and 500 kW)
- Regulation (EC) No. 245/2009 (Fluorescent lamps without integrated ballast, for high density discharge lamps, and for ballasts and luminaires able to operate such)

in the current version.



Manufacturers of machines are obliged by law to provide information on the noise emissions of their machines (noise emission) in the form of noise emission information and to state the noise emission values in the operating manual and in the sales documents.

A low noise/low vibration execution is to be considered at the design stage.

The Contractor is obliged to also ensure this with its primary suppliers.

The Customer is entitled to check compliance with these standards at any time.

The energy efficiency of plants and products has a considerable influence on the awarding of contracts by the Customer. The Contractor is obliged to offer the most efficient and most environmentally compatible version.

The emission of pollutants into the outside air is only admissible if circulatory operation is technically/financially not possible.

Requisite extraction and filter systems must be contained separately in the offer. The requirements in other parts of the supply regulations and location-specific requirements must be heeded. The decision about the type and execution of an extraction system is made in agreement with the Customer.

Agreements are to be made with the Customer as to how the immission limit values stipulated by the authorities for the site of installation are to be complied with. The basis for this is provided by the TA Air, TA Noise, 26. Federal Emission Protection Ordinance (BImSchV), the official area use plan for the site of installation, the distance from the nearest residential building and, where present, the development plan in the applicable version.

The technical room for the machine/mechanical plant must be designed such that substances which pollute the air or are dangerous to the environment cannot escape.

## **11. Accident, case of damage and environmentally relevant event**

Every accident (injury of a person) or case of damage (damage to an object) as well as release to the environment (soil, water, air) must be reported immediately to the coordinator. This also applies to subcontractors.

The duty to report accidents to the employers' liability insurance association responsible for the executing company and to the government office for occupational health and safety is incumbent on the Contractor. A copy is to be given to the Customer.

## **12. Final remark**

The above conditions apply generally in connection with the General Terms and Conditions of Purchase, the factory-specific requirements and the guidelines for external companies of the Customer.