

General Terms and Conditions J+P Maschinenbau GmbH

1. General

For all (also future) deliveries only the following General Terms and Conditions apply, if nothing else is agreed. Modifications and Variations of terms will be valid only in case of agents' acceptance in written form.

As the supplier is always aiming for improvements of the machinery technique, he reserves its right of changing herewith mentioned details, but only in respect of the interest of the buyer.

If nothing else is agreed, the specifications of the supplier apply (dtd. 03/2012) are legally valid.

2. Prices

Ex works Kreischa, excluding transport insurance, excluding packaging and costs for installation and start-up of machine, excluding VAT.

The prices are based on one format size including the set-up in the J+P factory, additional size parts are included only if they are specifically shown in the quotation. The delivery is carried out to the prices specified by the supplier and its general sale conditions. The quoted price includes a Factory Acceptance Test (FAT) at J+P for one day. If additional time is required to complete the FAT, it will be chargeable. If there are changes during the order processing (engineering, production, delivery), due to characteristics of the products unknown at submittal of quotation, they will be charged extra. That also applies to additional wishes and installation costs.

3. Purchased parts

For non-standard parts, which have to be installed at the request of the customer, related expenses are charged at cost. Changes of standard parts can affect the delivery date.

4. Layout-Drawing

Enclosed.

It is the responsibility of the customer to provide us with a layout with correct and accurate measurements, especially in reference with the interfaces to the J+P machinery.

5. Samples

Once an order is confirmed, the customer must supply J+P free of charge with sufficient needful materials, e.g. hotmelt (if customized), cases and product samples at least 8 weeks before the agreed completion date. That date also affects supplied components / machines. J+P can demand tray, case or product optimisation during the machine test in J+P factory. Modifications in Serial production of packaging materials should be agreed between the buyer and the supplier, to achieve the best ever possible configuration.

If there are no original products available during the engineering and test period, and modifications are necessary at site because of material or product characteristic, the extra costs are at the expense of the buyer.

6. Delivery acceptance

Takes place at J+P before dispatch with buyer's original, fresh product, and should be witnessed by an authorized representative.

If no FAT (factory acceptance test) is desired, an in-house FAT is carried out by the supplier.

7. Commissioning, performance test and machine acceptance at the customer's

The customer must provide the unloading of the machines from the truck and the necessary devices and supports for installing them in the respective buildings (fork lift with 2.5 tons minimum of load bearing capacity, fork extension etc.) as well as the electrical connections and the compressed air necessary for assembly in accordance to the machine data on time and for free. Furthermore, the customer must provide all electrical connections and the compressed air on the machine. In case of lines including several machines, the customer has to provide the electrical connections and the compressed air on one position (single machine) and J+P provides it to the other machines of the line or the customer provides the electrical connections and the compressed air on each machine of the line.

The dimensions of the machine and the access towards the scheduled installation site that must be considered at installation have to be agreed between the contract partners.

The principal must allow the personnel of the contractor to access the assembly site. The principal also must provide on time all preparatory works at assembly site and all subsequently described duties to co-operate so that the assemblers of the contractor can begin with the assembly at once and without impediments after the contractually agreed arrival at the principal, accomplishing these works without delays.

The principal must take actions which are necessary for the protection of persons and property at assembly site and inform the assembly personnel of the contractor on time before assembly start about special safety instructions as far as relevant for assembly personnel.

The principal is obligated to provide permission for work on Sundays and public holidays if necessary.

For commissioning and performance test the principal provides for free a sufficient quantity of products and cardboard boxes. The product to be packed must be fed in automatically and with a constant distance. Freedom to manufacture will be agreed between the principal and the contractor.

Delays and standby times caused by the principal are indicated to the principal by the assembly personnel of the contractor and set off at the respective valid of the hourly rates for assembly of the contractor.

8. Payment conditions

50 % with receipt of our order confirmation.

40 % after FAT at J+P Maschinenbau and prior to dispatch.

10 % after installation at customers site, latest 30 days after delivery.

Invoices to be paid within 14 days after date of invoice.

9. Reservation of title

The property in the delivery item remains at the principal until complete payment of all receivables. Until passage of title, the principal must insure the delivery item against damages due to theft, breakage, fire, water or other in favour of the contractor.

The principal is not entitled to pledge or assign the delivery item as security. In case of attachments and confiscations or other injunctions of third parties the principal must inform the contractor immediately.

In case of behaviour contrary to contract on the part of the principal, especially in case of delayed payment, the contractor is entitled to withdraw the retained goods upon summons.

The principal is entitled to resell the delivery item in the regular course of business under his normal conditions as long as he is not defaulting.

10. Obligation of inspection and reprehension

The buyer has to check the goods straight after delivery from the supplier. If there is a claim, the buyer has to censure the defect immediately. In case of a hidden defect, the claim has to happen straight after detection. Otherwise, the goods are accepted including this defect.

11. Acceptance

The principal is obligated to accept the installation as soon as he is informed by the contractor about the accomplishment of assembly. A record with the results and eventually detected defects is prepared and signed by the contract partners.

If there is no essential defect the principal may not refuse acceptance.

If acceptance is delayed without fault on the part of the contractor, the acceptance is considered as accomplished after 14 days from the note of accomplishment of assembly.

If assembly cannot be realized or completed for reasons which are not at the principal's fault, the principal must pay the contractor for the services already realized and compensate him for the expenses incurred.

The liability of the contractor for apparent defects is inapplicable as far as the principal has not retained a right to claim a certain defect. The liability of the contractor for apparent defects is also inapplicable if the principal has not retained a right to claim a certain defect at the subsequent effective acceptance of the assembly work as per agreement.

12. Risk assumption

The risk is transferred to the buyer as soon as the delivery item has left the supplier's facility. If the supplier has assumed the responsibility for delivery within the contract, the risk is transferred to principal upon delivery to his facility.

13. Warranty

Warranty period for two shift operation is 12 months from commissioning at buyers site. If shipping, installation or commissioning is delayed through no fault of the contractor, the warranty period expires 12 months upon delivery at buyer's site at the latest.

Wear parts, incorrect utilisation and operation, incorrect assembly or commissioning by the principal or third parties, natural wear, incorrect or careless handling, incorrect maintenance, inappropriate operating fluids, defective construction works, inappropriate foundation, chemical, electrochemical or electrical actions are generally excepted from warranty as far as they are not on the contractor's responsibility.

14. Liability

The contractor is only liable for damages of the subject matter of the contract itself. The liability for consequential damages resulting from defects is excluded. Further claims of the customer - for whatever legal reason - are excluded; this applies particularly for indirect damages or lost profits.

The aforementioned limitations of liability do not apply in cases of gross negligence or intention by the contractor or his vicarious agents; neither do they apply in cases of injury of life, body or health or in cases where the contractor has obliged to guarantee for the quality of the subject matter. The limitations of liability shall neither apply with claims under product liability law. The limitations of liability do neither apply in cases of culpable violation of obligations which have to be fulfilled in order to execute the contract correctly in the first place and which the client can regularly rely on; however, in these cases the liability of the contractor is limited to the reasonably foreseeable harm. If the liability of the contractor is excluded or limited this also applies for the personal liability of his employees, other staff, representatives and vicarious agents.

15. 24h service

J+P Maschinenbau is at your disposal on weekdays from 7:00 a.m. to 5:00 p.m.. In most cases an assembler is available within 24 hours upon telephone call. Standard replacement parts can be delivered within 24 hours. J+P Maschinenbau makes efforts to provide its customers as fast as possible with the required replacement parts by express and direct deliveries.

16. Delivery

According to the time of purchase and degree of capacity utilisation.

A condition for compliance with this delivery time is that all commercial and technical questions between the contract partners are clarified and that the principal has implemented all of his obligations. If this is not the case the delivery time is extended in a reasonable way. Compliance with the agreed delivery date also depends on the punctual receipt of the agreed down payment amount. In case of delayed payment the delivery time is extended respectively.

17. Invoice/Delivery Address

To be specified

18. Offer validity

90 days from date of quotation.

19. Service engineer charges

If required, we can offer a J+P Service Engineer as follows:

	Service technician	Programmer
Installation (working and travel hours)	75.00 €	95.00 €
Overtime +25%	+ 18.75 €	+ 23.75 €
Saturdays +50%	+ 37.50 €	+ 47.50 €
Sundays +100%	+ 75.00 €	+ 95.00 €
National Holidays +150%	+ 112.50 €	+ 142.50 €
Travel by road (per km)		0.75 €

Air fares, Taxis, Hotels, subsistence and other related expenses charged at cost.

20. Applicable law

For all legal relations between the contractor and the principal, to the exclusion of any foreign terms and conditions, even if J+P does not object them, solely the law of the Federal Republic of Germany applies excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction is Dresden. The contractor however is entitled to bring an action at the headquarters of the principal.