

General Terms and Conditions J+P Maschinenbau GmbH

Note: the delivery and service conditions in the J+P order have priority

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 J+P is always aiming for improvements of the machinery technique, it 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 J+P (dtd. 06/2022) are legally valid.

2. Prices

EXW (Ex Works, Incoterms 2020), excluding transport insurance, excluding transport, 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 J+P 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 buyer, 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 buyer 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 buyer 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 J+P, to achieve the best ever possible configuration.

Please Note: In the case of newly developed cardboard boxes, changes may occur in the course of project processing. The cardboard box design is based on machine function, but also on the characteristics and behaviour of the products. Initially, hand-made cardboard boxes (plotter samples) are provided by the customer for the evaluation. The design of the machine format parts is based on these. After approval of the plotter samples, cardboard boxes produced by a simple tool for machine commissioning and the FAT (factory acceptance test at J+P's site) are supplied by the buyer. Only after successful FAT, cardboard blanks produced by tools for multiple use should be ordered by the buyer. All cardboard boxes shall be provided by the buyer to J+P free of charge. Should there be several editions, the agreed delivery date will be adjusted. 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.

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

The buyer 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 buyer must provide all electrical connections and the compressed air on the machine. In case of lines including several machines, the buyer 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 buyer 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 buyer must allow the personnel of J+P to access the assembly site. The buyer also must provide on time all preparatory works at assembly site and all subsequently described duties to co-operate so that the

assemblers of J+P can begin with the assembly at once and without impediments after the contractually agreed arrival at the buyer's, accomplishing these works without delays.

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

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

For commissioning and performance test the buyer 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 buyer and J+P.

Delays and standby times caused by the buyer are indicated to the buyer by the assembly personnel of J+P and set off at the respective valid of the hourly rates for assembly of buyer

8. Not included in the quotation/order

- Supply line for power and compressed air to the machine connection as well as the required cable trays and brackets
- All necessary work to be carried out by the buyer before the machine is installed (e.g. construction work, clearing of the construction site, safety barriers, etc.)

9. Payment conditions

- 50 % with receipt of our order confirmation.
- 40 % after FAT at J+P Maschinenbau and prior to dispatch.
- 10 % after installation at buyer's site, latest 30 days after delivery.

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

10. Reservation of title

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

The buyer 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 buyer must inform J+P immediately.

In case of behaviour contrary to contract on the part of the buyer, especially in case of delayed payment, J+P is entitled to withdraw the retained goods upon summons.

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

11. Obligation of inspection and reprehension

The buyer has to check the goods straight after delivery from J+P. 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.

12. Acceptance

The buyer is obligated to accept the installation as soon as he is informed by J+P 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 buyer may not refuse acceptance.

If acceptance is delayed without fault on the part of J+P, 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 J+P's fault, the buyer must pay J+P for the services already realized and compensate J+P for the expenses incurred.

The liability of J+P for apparent defects is inapplicable as far as the buyer 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.

13. Risk assumption

The risk is transferred to the buyer as soon as the delivery item has left J+P's facility. If J+P has assumed the responsibility for delivery within the contract, the risk is transferred to buyer upon delivery to the named place of delivery.

14. Warranty

Warranty period for two shift operation is 12 months from commissioning at buyer's site. If shipping, installation or commissioning is delayed through no fault of J+P, 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 buyer 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 J+P's responsibility.

15. Liability

J+P 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 buyer - 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 J+P or his vicarious agents; neither do they apply in cases of injury of life, body or health or in cases where J+P 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 buyer can regularly rely on; however, in these cases the liability of the J+P is limited to the reasonably foreseeable harm. If the liability of the J+P is excluded or limited this also applies for the personal liability of its employees, other staff, representatives and vicarious agents.

16. Force Majeure

1. "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that that party proves: [a] that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the conclusion of the contract; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

2. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

3. A party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

17. 24h service

J+P Maschinenbau is at your disposal on weekdays from 7:00 a.m. to 5:00 p.m., CET. 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 the buyer as fast as possible with the required replacement parts by express and direct deliveries.

18. 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 buyer 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. Due to the current corona pandemic / war in Ukraine, we can only confirm the given dates from today's perspective. In case of supply bottlenecks or if our employees are not available due to illness or officially ordered quarantine, we reserve the right to adjust the delivery and other dates accordingly. We expressly point out that there are currently no restrictions on our delivery and performance reliability!

19. Invoice/Delivery Address

To be specified

20. Offer validity

30 days from date of quotation.

21. Service engineer charges

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

	Service technician	Programmer
Installation (working and travel hours)	85.00 €	105.00 €
Overtime +25%	+ 21.25 €	+ 26.25 €
Saturdays +50%	+ 42.50 €	+ 52.50 €
Sundays +100%	+ 85.00 €	+ 105.00 €
National Holidays +150%	+ 127.50 €	+ 157.50 €
Travel by road (per km)	0.85 €	

Switzerland

	Service technician	Programmer
Installation (working and travel hours)	105.00 €	130.00 €
Overtime +25%	+ 26.25 €	+ 32.50 €
Saturdays +50%	+ 52.50 €	+ 65.00 €
Sundays +100%	+ 105.00 €	+ 130.00 €
National Holidays +150%	+ 157.50 €	+ 195.00 €
Travel by road (per km)	0.85 €	

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

22. Confidentiality

The Buyer shall treat all proprietary, non-public information regarding J+P, J+P's business and the Supply, including without limitation, business information, drawings, designs, technology, know-how, pricing and specifications submitted by J+P as confidential and shall not disclose them to any third party without J+P's prior written consent or use them for any purpose except where authorized to do so by J+P.

23. Applicable law

For all legal relations between J+P and the buyer, 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. J+P however is entitled to bring an action at the headquarters of the buyer.