

TERMS OF PAYMENT, DELIVERY AND ASSEMBLY

- Pricing:** ex works, unpacked, plus VAT.
- Price Validity:** The prices quoted are subject to change and are valid for 3 months from the date of the offer. An extension of this period requires the explicit consent of TRANSNOVA-RUF.
- Payment:**
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| 40% | after receipt of the order confirmation |
| 50% | at delivery or notification of readiness for shipment, in case that delivery will be delayed due to reasons TRANSNOVA-RUF cannot be made responsible for. |
| 10% | at commissioning or at the latest 30 days after delivery or notification of readiness for shipment, in case delivery and/or commissioning will be delayed due to reasons TRANSNOVA-RUF cannot be made responsible for. |
- Payment term:** 10 days after invoicing.
- Delivery conditions:** In addition to the terms of payment, delivery and assembly stated in this form, the conditions according to the form VDMA, status Feb '98, are effective. Deviating agreements herefrom are only valid after our written confirmation.
- Warranty:** A warranty for the function with regard to product and packaging material is given when using of the materials sampled and approved in writing. Faults that occur during the first twelve months or 3,000 operating hours after commissioning and are caused by manufacturing and/or material defects will be repaired free of charge. Any work during the warranty period that is not directly covered by the warranty will be invoiced at our normal service rates according to actual expenditure. Outside Germany, Austria & Switzerland, travel costs will be invoiced from the German border.
- Liability:** TRANSNOVA-RUF and its vicarious agents shall only be liable in the case of intent and gross negligence. The liability is limited solely to the delivery item. Liability for indirect and / or consequential damages, regardless of the legal grounds, such as in particular production downtimes, loss of profit and other financial losses, is excluded.
- Voltage:** The electrical setting of the machine is as standard for 230/400 V, 50 Hz, 3-phase current. Other voltages or frequencies require an additional charge on the total value of the machine.
- Installation:** The commissioning of our machines and systems and the training of the operating personnel of the customer must be carried out by TRANSNOVA-RUF service engineers. The costs will be invoiced at the daily rate.
- Unpacking and setting up of the machine at the intended location as well as the provision of professionally maintained supply lines (voltage and compressed air) must be provided by the customer.
- The technician shall be allocated a lockable room for storing the material and small tools. Larger standard tools, ladders, lifting equipment, assembly platforms shall be made available to the technician as required.
- Instruction:** The instruction of a technical expert can be take place on the original machine during the test runs at TRANSNOVA-RUF. The costs incurred (travel-hotel-catering) are at the expense of the customer. The actual instruction is free of charge.
- Sample material:** Original material (product samples as well as carton blanks) shall be placed at our disposal from the customer in required quantity and quality according to agreements upon our requirements for construction purposes and test runs of the machine in time and free of charge in order to avoid delays of delivery. The liability for necessary alterations of the case blanks during the test runs is excluded. The liability for returning the product samples is excluded as well. The procurement of larger quantities of cartons for production runs by the purchaser shall be exclusively at the risk and responsibility of the purchaser.
- CE-Norm:** All machines delivered after the 01.01.1995 are marked with the CE-sign and are in accordance with the relevant conditions.
- The machine is manufactured in accordance with the relevant accident prevention regulations of the relevant employers' liability insurance association. Special requests by the customer that go beyond the scope of our safety expenditures are additional equipment that can be supplied at an extra charge. We recommend the inspection of the machine by a safety representative of the customer before delivery.
- PDI:** The Pre-Delivery Inspection of the machine shall be carried out at TRANSNOVA-RUF with original material (product and carton blanks) of the customer. In this respect we ask for the visit of a representative of the client who is authorized to sign the acceptance protocol.
- Documentation:** In case of standard machines 2 sets of original documents shall be delivered with the machine. In case of custom-made machines and/or parts the delivery of the documents shall be effected within 30 days after delivery of the machine. Additional documents can be supplied against reimbursement of costs.
- Severability clause:** The invalidity of one or more provisions of these payment, delivery and assembly conditions does not affect the validity of the remaining clauses.