

Special Terms and Conditions for the Purchase of Plant, Machinery, Tools and Equipment

ANKLAM EXTRAKT GmbH

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These Special Terms and Conditions apply in conjunction with our Terms and Conditions of Purchase. Insofar as there are any discrepancies between these and the General Terms and Conditions of Purchase, the Special Terms and Conditions shall prevail.

I. Safety, accident prevention,

1. The goods to be supplied on the basis of this order must be produced using state-of-the-art technology in compliance with the applicable statutory provisions such as the applicable safety and accident prevention regulations of the recipient country. The supplier carries full responsibility for the obtaining of and compliance with these. The supplier must advise ANKLAM EXTRAKT of any existing or future prohibitions or restrictions on use for parts and operating materials of the plant, machinery and equipment. Regulations regarding the proper securing of the loads such as VDI 2700-5 must be observed.
2. The EU safety regulations and trade association regulations in force in Germany apply, in particular section 3 BGV B 3 "Noise" complete with implementing instructions. The supplier is responsible for the obtaining of and compliance with these. Explicit reference is made to the German Equipment Safety Act [*Gerätesicherheitsgesetz*],
3. The delivered goods must not under any circumstances exceed an A-weighted emission sound pressure level in the workplace (workplace-related emission level) or the measuring-surface sound-pressure level measured at a distance of 1 m (1-m measuring surface sound pressure level) of 75 dB (A).
4. The supplier agrees to apply the statutory provisions, subordinate legislation, guidelines as well as the accepted engineering standards such as CE, DIN and VDE standards applicable in accordance with sections 1 and 2.
5. For safety reasons, a coordinator is appointed by ANKLAM EXTRAKT for all work carried out by the supplier on the premises of ANKLAM EXTRAKT. He will also be authorised to give instructions where safety is concerned.
6. The service provider must observe the instructions in section VIII "Preventive fire precautions on the erection site" as well as the hygiene regulations and other plant regulations.
7. The service provider shall in his company observe the requirements of state-of-the-art environmental management system within the meaning of ISO 14001 as well as a quality management system within the meaning of ISO 9001/2000.

II. Documentation, operating materials, paint coating

The following should be enclosed with the consignment, in German:

- Two copies each of the operating instructions and spare parts list;
- Risk assessment pursuant to Directive 98/37/EC of the European Parliament and of the Council of 22 June 1998; a list of the most important parts subject to wear with details of prices and part numbers;
- Two copies of:
 - o Working drawing for installation (water, air, gas)
 - o Arrangement drawing
 - o Circuit diagrams;
- Maintenance checklists consisting of
 - o sectional drawing with sequential item numbers and parts list
 - o details of maintenance intervals
 - o details of maintenance time
 - o number of staff required for these maintenance operations.

Any company names and manufacturer's marks affixed to the delivered item must be covered or otherwise rendered unrecognisable. Nameplates are an exception to this.

III. Acceptance

1. ANKLAM EXTRAKT will carry out the acceptance inspection in the presence of the supplier following commissioning (production readiness) or performance of service on the site of installation. Following acceptance inspection a transfer /

acceptance record is created, in which the identified defects are recorded. This record is signed by the supplier and the ANKLAM EXTRAKT plant manager. The defects identified must be remedied immediately by the supplier free of charge.

2. If machinery / equipment is involved for which the parties have waived acceptance inspection, the notification period for obvious defects is 12 weeks from commissioning or, in the case of concealed defects, from their being identified. The same applies if the acceptance inspection cannot be carried out on schedule for reasons attributable to the supplier.

3. The machinery / plant / equipment will be handed over at the site of installation by one of the supplier's technicians who will give instruction, should this appear necessary or appropriate, upon commissioning following installation. No further costs shall be incurred by ANKLAM EXTRAKT as a result of this.

IV. Guarantee

1. The guarantee period for all supplies and services is 2 years from acceptance. Otherwise the ANKLAM EXTRAKT Terms and Conditions of Purchase apply. The supplier guarantees flawless operation of the machine as well as the services specified in the offer.

2. Before commissioning the machinery it is important to ensure that all the lubricating points and gears have been lubricated with the grease or oil specified.

3. The supplier expressly guarantees that the appropriate spare parts for the machine are kept in stock and therefore readily available for at least 10 years.

4. The supplier warrants that the plant / machinery / equipment supplied on the basis of this order, insofar as they are not manufactured according to ANKLAM EXTRAKT drawing, do not infringe any domestic or foreign industrial property rights.

V. ANKLAM EXTRAKT Procured items

Insofar as ANKLAM EXTRAKT provides the supplier with parts for the construction of the goods to be supplied, these parts must be checked on arrival for dimensional accuracy, construction and defects using the parts list, drawings and copy orders pertaining to them. The endorsed order copy must be returned to ANKLAM EXTRAKT immediately; otherwise the parts will be deemed to be defect-free and approved.

VI. Work results, design documentation

1. Insofar as the goods to be supplied are constructed for ANKLAM EXTRAKT on the basis of drawings, ANKLAM EXTRAKT shall be entitled to all rights to the know-how and other knowledge (work results) developed by the supplier, in particular the unrestricted, exclusive right of use, the copyright to calculation documents, drawings, software etc. Insofar as any software is integrated into the goods to be supplied or is otherwise supplied with it, the supplier shall surrender the source code for the unrestricted, exclusive use by ANKLAM EXTRAKT. Insofar as the work results or parts thereof are patentable, these new industrial property rights shall be the sole property of ANKLAM EXTRAKT.

2. Insofar as design documents etc. have been drawn up by the supplier for the goods to be supplied, these shall be the property of ANKLAM EXTRAKT. The supplier must surrender possession of these to ANKLAM EXTRAKT upon request. ANKLAM EXTRAKT expressly reserves the right also to pass on the documents to third parties. The supplier is not entitled to utilise the documents etc., without the written consent of ANKLAM EXTRAKT. However, consent for this must not be refused arbitrarily.

VII. Execution of the work

The tolerances, finish marks, materials specifications, manufacturing processes and the sequence thereof stated in the drawing documents must be adhered to. Modifications are only permitted by agreement with ANKLAM EXTRAKT and can only be allowed if full functionality is retained despite the modification. The release of a modification is only valid if it has been given in writing.

VIII. Preventive fire precautions on the erection site

All employees are expected to play their part by doing their utmost to prevent fires and other damage events. They must acquaint themselves thoroughly concerning the risk of fire on this site and in the vicinity as well as the rules of conduct in the event of danger and the hygiene regulations.

Cleanliness and tidiness are important prerequisites for fire safety. The following in particular must be observed:

- No-smoking policies and prohibitions on the use of open fires must be strictly observed.
- Matches and tobacco remains must only be deposited in non-combustible ash trays. These must not be emptied into wastepaper baskets or waste bins with or made of combustible materials.
- Combustible liquids must only be used in accordance with the relevant safety instructions.
- Defects in fire protection equipment and damage to electrical installations as well as any indications of this (flickering light, smell of burning etc.) must be remedied immediately.
- Blown fuses, defective sockets and cables must only be repaired by qualified personnel.
- The full width of thoroughfares in buildings and outdoors - in particular escape and rescue routes as well as set-down areas for the fire service - must be kept clear at all times.
- Doors in firewalls (normally designated as fire doors) must not be propped or wedged open with objects at any time. The self-closing function of fire door retainers must not be impaired.

- Open-flame (hot) work (welding, soldering, abrasive cutting etc.) outside the designated areas requires written permission (fire permit).
 - o Switch off the light and all electrical equipment unless there is a special operating permit (security, telecommunications and fire alarm systems remain permanently on standby and must not be switched off.)
 - o Combustible waste must be properly disposed of.
 - o Close windows and doors - in particular also doors between fire compartments which are kept open by hold-open systems during working hours.