

**Supplementary Terms and Conditions to the
General Terms and Conditions of Purchase of Klingele Papierwerke
for Machinery and other Capital Goods**

February 2006

18. Documentation

The supplier shall prepare the documentation indicated below and provide this in duplicate in German:

- a) machine drawings, list of spare parts
- assembly drawing (layout)
- diagram of machine indicating spare parts; for standard parts also indicating type and manufacturer;
- b) documentation of electrics including circuit diagram, terminal plan, description of appliance, piece list stating type and manufacturer;
- c) program printout with explanatory notes (data carrier permitted);
- d) data carriers for software to enable data to be re-entered in the event of mechanical problems (1x only);
- e) operating instructions, lubrication and maintenance plans, including specification for lubricants; full account must be taken in particular of all safety-related technical factors;
- f) manufacturer's declaration / compliance declaration;
- g) certificate confirming that our staff have received the safety instructions; this certificate has to be signed by our staff;
- h) disclosure of interfaces for mechanical, electrical and data exchange purposes to enable third parties commissioned by us to adapt the equipment to their systems.

The above regulations shall not release the supplier from the obligation to comply with further duties imposed by public law.

19. Safety

- 19.1 The purchaser shall observe all statutory and official requirements which apply to its scope of delivery in Germany, in particular the Appliance and Product Safety Act (*Geräte- und Produktsicherheitsgesetz*) and other regulations based on it, namely the Machine Regulation (*Maschinenverordnung*), VDE Regulations, and any applicable technical standards, in particular the safety requirements for the design and construction of printing and paper converting machines (*Konstruktion und Bau von Druck- und Papierverarbeitungsmaschinen*) (pr EN 1010 part 1 to 5).
- 19.2 The purchaser shall in particular take account of the fire risk resulting from paper fibres, corrugated cardboard which is moving or has got caught, possibly even snarled.
- 19.3 The supplier shall ensure that there is no danger when its system and system components are connected to the purchaser's existing and future systems. This obligation shall exist with regard to systems still to be installed only in as far as the supplier has been informed by the purchaser of the systems still to be installed.
- 19.4 The supplier shall inform itself on site as to what safety measures are required for design and construction of the system and assembly thereof and shall take account of these.
- 19.5 The supplier shall ensure that its appliances, work or instructions do not constitute a danger. Welding work and work which generates sparks may only be carried out with the express written approval of the purchaser.
- 19.6 After assembly of the system the supplier shall inspect the machine within the meaning of § 10 (1) of the Company Safety Regulation (BetrSchV) and shall ensure that the machine delivered has been duly assembled and that it functions safely. It shall confirm in writing to the purchaser that the inspection has been carried out.
- 19.7 The supplier shall ensure that there is sufficient insurance cover for all risks associated with transport and assembly, including cover for the purchaser's staff if they are involved, in as far as the risk is not already covered through the *Berufsgenossenschaft*.

20. Provision of spare parts

- 20.1 The purchaser guarantees that it will provide spare parts at usual market prices for the lifetime of the machine, but at least for 10 years after acceptance.
- 20.2 If the purchaser stops producing the spare parts it shall offer to sell the purchaser the tools to the extent that this is not prevented by the legitimate interests of the supplier.

Moreover, the supplier shall provide the purchaser in good time with an offer recommending spare parts, prioritising spare parts to be stocked by the purchaser.

21. Quality standards

The supplier shall only use proven high-grade components of European production, e.g. Siemens, Klöckner Möller, Telemecanique, Bosch, ABB both for electrical and mechanical components. The use of parts from non-European production shall be subject to the prior written consent of the purchaser. This consent may not be withheld unreasonably.
