



Continuous Sugar Dissolver and Pasteurizer

Packaging, freight and installation/commissioning is not included

KRONES AG
Böhmerwaldstraße 5
93073 Neutraubling
Tel. +49 9401 70-0
Fax +49 9401 70-2488
sales@krones.com

Internal contact person
Josef Gantner
Neutraubling
Tel. +49 9401 70 5467
Fax +49 9401 70 915467
Josef.Gantner@krones.com



Table of contents

I. Your project - overview
Design features..... 3
Accountabilities..... 4
Price list..... 5
Sales and delivery conditions..... 6

II. Your project - detailed overview
1. Sugar preparation SYPRO S 12
2. Simple Syrup Storage Tank..... 17

III. Commercial basic conditions
General Standard Terms and Conditions..... 24
List of exclusions PT 28

Design features

	KRONES standard	Customer-specific values
Geographical data		
Geographic installation height above M.S.L.	200 m	
Minimum ambient temperature at machine installation area - wet part	20 °C	
Maximum ambient temperature at machine installation area - wet part	35 °C	36 °C
Minimum ambient temperature at machine installation area - dry part	8 °C	
Maximum ambient temperature at machine installation area - dry part	35 °C	36 °C
Minimum relative humidity - wet part	50 %	
Maximum relative humidity - wet part	75 %	
Minimum relative humidity - dry part	40 %	
Maximum relative humidity - dry part	60 %	
Electrical specifications		
Rated operating voltage in customer's network	400 V	
Supply voltage frequency	50 Hz	
Voltage fluctuations in customer's network	+/-10%	
Neutral conductor in the connected customer's network	The customer's network has a loadable neutral conductor.	A neutral conductor is provided and may be loaded for asymmetrical loads.
Network in customer's network	TN-S network	
Other specifications		
Protection type of drive motors	IP 55	
Finish colour for machine column	RAL 5013 (Cobalt blue)	
Finish colour for visible three-phase motors and their mounted gears or pumps in the wet line section	RAL 9018 (papyrus white)	
Language	English	

If no customer-specific value is agreed in the above defined design features the scope of supply is based on the KRONES standard.

Modifications of the design features required by the customer can result in changes of the scope of supply and can also cause adaptations of the delivery date as well as the price.

The same applies for the customer objects and decorations as defined below. Customer objects and/or decorations, which are not determined in written or released when placing the order, can generally not be considered by KRONES, and especially, modifications after KRONES start of design (Design Freeze) may result in changes of the scope of supply and may cause adaptations of the delivery date as well as the price.

In the above mentioned cases of modifications caused by the customer, the occurring additional work and expenses are at customer's charge and the necessary date adaptations are viewed as being contractually agreed.

Accountabilities

The following table describes the responsibilities for the successful project completion.
The table is based on the basic principles for the preparation of a quotation.
The modification of the content can result in changes of the price and the delivery date.

Responsible for	Customer	KRONES
Buildings		
Construction services e.g. foundations and support constructions, excavation works and machines, each kind of building materials, building workers and site management etc.	X	
Electrical components, sanitary and air-conditioning e.g. domestic engineering (light, sockets etc.); sanitary installations; air-conditioning and heating of buildings and rooms, earth of tanks	X	
Cleaning of building	X	
Assurance of accesses to the site e.g. stable ground for unloading / intermediate storing or (temporary) foundation	X	
Maintenance platforms, ladders and pedestals	X	
Construction site safety e.g. fire extinguishing equipment and supply with fire fighting water, observation, prevention against theft and damages	X	
Authorizations		
Obtaining of construction permit	X	
Import and authorization of installation for the scope of supply	X	
Media and energy		
Provision of the necessary media (e.g. compressed air, steam, cooling water, process water as well as electrical energy) in the quantity/quality defined by KRONES standards. For a detailed and maybe differing description see the respective quotation items.	X	
Provision of the respective media pipe system (e.g. for compressed air, steam, cooling water) as well as the necessary electric supply For a detailed and maybe differing description see the respective quotation item. (Material of electrical supply, material for piping, mechanical installation, electrical installation)	X	
Raw / processing / operating material		
Provision of all raw materials/ processing and operating materials, including: preforms, caps, labels, glue, ink, cartons, film, pallets, product, lubricants, detergents etc.	X	
Maintenance		
Responsible for maintenance	X	
Project management		
Assumption of project planning		X
Schedule observation of sample and test material delivery including bearing of costs	X	
Coordination of subsuppliers for the KRONES scope of supply		X
Detail definition and integration of the new scope of supply		X
Definition and clarification of the interfaces between you and KRONES		X

Price list

Process technology

1	Sugar preparation SYPRO S.....	EUR	403.673,-
2	Simple Syrup Storage Tank.....	EUR	215.537,-

Total amount	EUR	619.210,-
---------------------	------------	------------------

Sales and delivery conditions

Contract basis:

according to Incoterms 2010 of International Chamber of Commerce

Pricing:

The prices do not include any access devices (stairs, ladders, platforms etc. corresponding to design EN ISO 14122-2/-3) according to EU Declaration of Conformity 98/37/EU annex 1, figure 1.6.2, as far as the access devices are not included and described in the document. Regarding these access devices, the parties will make separate price agreements whether the access devices are not provided by the customer.

Delivery and prices (in Euro) are EXW (Ex work)

Warranty/liability

KRONES AG is liable vis-à-vis the customer that at the time at which the risk passes onto the customer, the delivered object is free of material defects and defects in title. Irrelevant deviations from the agreed quality shall not constitute a defect. In such case where warranty claims expire per law after two years, these expiry limits shall be shortened to one year. Otherwise, the statutory periods of limitation apply.

Within the limitation period for warranty claims, KRONES AG shall either remedy the defects notified without delay by the customer or replace the defective item at its own discretion within reasonable periods. The expenses necessary for the purposes of subsequent performance shall be borne by KRONES AG. KRONES AG is not under any further obligations except if the remedy of defects / replacement delivery (subsequent performance) has verifiably failed. In this case the customer is entitled to assert further legal claims arising from defects in compliance with any agreed limitations and exclusions, including such that arise from the General Terms and Conditions of Performance, Sale and Delivery and/or General Terms and Conditions of Installation of KRONES AG.

The limitation period for warranty claims starts on the day of the completed start-up of the delivered item, 6 (six) months after delivery, however, at the latest if the stipulated start-up plan cannot be adhered to due to reasons for which KRONES AG is not responsible. If the customer is in default of acceptance regarding the delivery item, the limitation period starts at the date of the default of acceptance.

KRONES AG shall not assume liability for wear parts of the delivery item. KRONES AG shall not be liable for defects or damages arising due to the following reasons: improper use, poor maintenance, modification without the written consent of KRONES AG, incorrect repairs carried out by the customer, non-compliance with the operating manual and instructions, normal wear and tear, chemical, electronic or electrical conditions not mentioned in the contractual conditions, non-use of the consumables prescribed by KRONES AG, faulty replacement materials, and defects based on designs stipulated or defined by the customer or on materials stipulated, defined or supplied by the customer, including sample materials, and on any other items supplied by the customer.

Arbitration and jurisdiction

All disputes resulting from or in connection with the present contractual conditions (including alterations and supplements) and/or their validity, shall be decided exclusively and definitively according to the rules of arbitration of the International Chamber of Commerce (ICC) by a court of arbitration appointed according to these rules of arbitration. An arbitration award shall be final, binding, and unappealable. An enforceable title based on an arbitration awarded by the arbitration court may be requested from any competent court, subject to the proviso that any punitive damages awarded by the arbitration court shall become unenforceable. The place of arbitration shall be Munich, Germany. These contractual conditions shall be governed by the laws of Switzerland and the court of arbitration shall apply the laws of Switzerland to the material merits of the objective claims of the dispute. The application of CISG (United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980) shall be excluded. The language of the proceedings shall be German. The right of the contracting parties to interim legal protection shall remain unaffected.

Limitation of liability

KRONES AG shall not be liable for loss of use or loss of production, operational downtimes, loss of profits or loss of contractual benefits, or for any financial losses, or for indirect or consequential loss, whatever the legal basis. 5% of the contract price shall be the maximum amount limiting the total liability of KRONES AG under this order/agreement, irrespective of the legal basis. In all instances of intentional action, in the event of claims under the product liability law or injury

to life, physical injury or injury to health and/or insofar as a defect is fraudulently concealed, KRONES AG shall be liable without limit under the scope of the statutory provisions.

Miscellaneous

Buyer undertakes to not make the system supplied by KRONES available to KRONES competitors for test runs.

Commissioning

Commissioning is completed if a saleable product is available at the interface downstream the KRONES machine or "on pallet" in any configuration of the sold processing programme. A prerequisite for observation of the commissioning deadlines is the customer's timely and appropriate compliance with the contractual obligations.

Commissioning is also considered completed if the stipulated commissioning schedule can not be adhered to, and KRONES AG is not responsible for this failure. KRONES AG announces successful commissioning.

In the event of any kind of obstructions for which KRONES AG is not responsible, KRONES AG is authorised to demand an adequate prolongation of the commissioning term and additional payment for compensation of additional work and/or costs.

Acceptance conditions, on-site assembly

Acceptance is carried out according to DIN 8743 / 8783 / 8784.

Times such as handling parts change-over, maintenance times, CIP, are considered downtimes according to DIN 8743 / 8783 / 8784. Acceptance begins with a flying start, i. e., the line is filled prior to the start of the acceptance procedure. Then, production will be stopped and time measurement will be started once the bottle stop at the filler has been released.

The acceptance procedure lasts 1 x 8 hours.

Acceptance is carried out with a defined configuration of the processing programme. This processing programme must be determined during a meeting preliminary to the acceptance procedure. It must have already been run on the respective KRONES machine.

During performance acceptance, the efficiency stipulated in the contract must be met.

In the event of unforeseeable malfunctions, such as power failures, component failures, or failure of devices not included in the KRONES scope of supply, the acceptance procedure will be interrupted for the times required for elimination of the malfunction. These times are considered downtimes according to DIN 8743 / 8783 / 8784. The test time will be prolonged accordingly.

The line is operated by the customer's operators instructed by KRONES. The acceptance is carried out by KRONES personnel in cooperation with the customer.

Sample Material

During order clarification, sample material of at least 1 to 5 pieces of each unit to be handled (containers, labels, packs, etc.) including the respective customer drawings must be provided so that classification and machine dimensioning will be possible.

Customer object drawings should be provided as IGES files for KRONES 3D-CAD. If a PET container already exists on the market, the customer should provide mould, customer drawing, and sample bottle.

If a container is newly designed, the KRONES Plastic Technology is to be involved as early as possible.

Also for proposals of labels, shrinkpacks or carton, the respective KRONES divisions should be involved as soon as possible for clarification.

Test material

To guarantee the test run in the KRONES factory stipulated in the contract, the complete customer objects according to test material request with reference to the scope of the order must be provided.

The test material request is sent by the KRONES sales department to the customer within 10 days after order notification. The customer must provide the test material free of charge and carriage paid.

The test material must have been provided 8 weeks prior to the delivery of the KRONES machines so that it will be available prior to commissioning of the respective KRONES machine.

The complete test material packages must always be delivered at the KRONES goods receipt 1/Neutraubling so that they can be forwarded to the individual plants. The test material and the bill of delivery must be marked with the respective order number.

Sales and delivery conditions

Delivery date test/sample material

Date confirmations, particularly delivery, commissioning, or acceptance dates are based on the provision of sample material 5 days after placement of the order at the latest, and test material not later than 8 weeks prior to machine delivery. If these dates are not adhered to, set-up or the test for proper operation will be carried out at the customer's site and confirmed dates will be postponed accordingly.

Delayed test material delivery

The quoted prices refer to machine set up and test for proper operation at KRONES. If these can be carried out only at the site, extra costs will arise which will be charged to the customer if he is responsible for this change of location.

Packing

As far as the packaging rules and regulations oblige KRONES to take back the transport packing material, the costs for the return of the packing material and the reasonable costs for its recycling are born by the customer. If the packing material can not be used again, the customer takes over the costs for material recycling. Additionally, the customer has to take over the costs for customs duties, costs for customs clearance caused by the return of the packing material.

A crane harness is disposed as a loan. Whether a crane harness is necessary for transport or positioning, KRONES reserves the right to pick up and take back the crane harness from the customer at own expense. The crane harness remains property of KRONES.

The customer is obliged to inform KRONES in due time and without having to be requested all proper packing requirements specific to the country (legal and real type, especially due to specific climatic conditions). If KRONES is not informed in due time, KRONES standard packaging as described in the quotation will be applied. In each case, the liability of KRONES is excluded due to insufficient packaging.

Freight / insurance

The customer is obliged to take over immediately the supplied machine(s) or equipment (hereinafter called "delivery item") upon notice that the goods are ready for dispatch or upon delivery according to the delivery agreement. In the case that the customer does not accept accordingly the conventional delivery item, he is obliged to take over the caused costs for storage. Should KRONES receive payments with delay due to this delayed acceptance, the customer is obliged to compensate the interest loss according to § 288 BGB. We reserve the right to claim further compensations. In case of a delayed acceptance of the delivery item, the customer is obliged to effect the payment, whose payment date depends on the acceptance, as though the delivery item has been accepted.

Unless otherwise agreed, the risk of accidental loss and accidental deterioration of the delivery item are passed from KRONES to the customer with transfer to the first carrier. If the delivery item or parts of it are ready for dispatch but the delivery or transfer is delayed due to customers responsibility the risk of accidental loss and accidental deterioration is passed to the customer with the day of readiness for dispatch.

If KRONES has arranged the transport of the delivery item and if a transport damage or defects occurring during transport after transfer to the carrier KRONES transfers, if required by the customer, a title to insurance benefits to the customer for resulting claims against the transport insurance(s) and/or the carrier - with exclusion of liability of existence of these claims. This is effected step by step against payment of the agreed total price of the delivery item and all owed costs. Further claims of transport damage or defects occurred during transport against KRONES are excluded. This also applies if the delivery item includes assembly or turnkey installation.

1. OFFER; GOVERNING PROVISIONS:

This quotation is an offer or counteroffer by KRONES, Inc., a Wisconsin corporation ("Seller"), to sell to the buyer identified in this quotation ("Buyer") the goods and/or services described in this quotation (the "Goods") in accordance with these General Terms and Conditions (these "Terms and Conditions"), is not an acceptance or confirmation of any offer made by Buyer, and is expressly made conditional on assent to these Terms and Conditions. No additional or different terms or conditions will be binding upon Seller unless specifically agreed to in writing by Seller. Seller hereby objects to any such additional or different terms or conditions contained in any request for quotation, request for proposal, purchase

order, notice of award or other form, document or communication heretofore or hereafter received from Buyer. This quotation, including these Terms and Conditions, constitutes the entire agreement between the parties regarding the subject matter hereof (this "Contract"). Except as expressly contemplated herein, this Contract may not be altered, modified or amended, except by a writing signed by both parties hereto. This Contract may not be suspended, terminated or cancelled by Buyer except upon terms and conditions accepted by Seller in writing.

2. LAYOUTS AND TECHNICAL DATA:

Buyer shall, at its sole expense, promptly furnish Seller with such layouts, technical specifications, sample materials, product specifications and any and all other data and materials as may be necessary for the engineering and manufacture of the Goods and for all efficiency testing, acceptance testing and the like (if any). Seller has provided or intends to provide a questionnaire in connection with Buyer's furnishing of such data and materials. Buyer shall submit all data and materials as contemplated by such questionnaire within ten (10) calendar days after Buyer accepts this quotation and submits its order for the Goods hereunder. Buyer shall not thereby be relieved of its obligations under the first sentence of this Section 2, however. Any and all costs that result from any changes in any such layouts, technical specifications, sample materials, product specifications and other data and materials so furnished shall be charged to Buyer, and any delay caused by such changes shall extend the delivery date. All such layouts, technical specifications, sample materials, product specifications and other data and materials shall be delivered at Buyer's sole expense to such KRONES AG facility (or other KRONES facility) as may be designated by Seller.

3. PRICE; DELIVERY TERMS:

(a) The purchase price payable to Seller for the Goods will be as set forth in the quotation, subject to adjustment as contemplated by these Terms and Conditions. Unless otherwise provided in this Contract, the Goods shall be delivered to Buyer EXW plant of manufacture (as that trade term is defined in Incoterms 2010). Buyer shall bear all expenses paid or incurred by Seller in delivering the Goods.

(b) In the absence of shipping instructions agreed upon by the parties, the Goods are to be shipped by whatever shipping method Seller deems appropriate, and, in any event, the Goods are at the risk of Buyer from and after delivery and Buyer assumes all responsibility for shortage, loss, delay or damage in transit. All scheduled delivery dates are approximate. Seller shall not be liable for any damage or liability as a result of any delay, failure to deliver or other failure to perform due to any cause beyond Seller's reasonable control, including but not limited to any embargo or other governmental act, regulation or request, civil insurrection, civil disturbance, war, act of terrorism, fire, flood, hurricane or other act of nature or act of God, accident, strike or other labor disturbance, slowdown, act of Buyer, or shortage of materials or failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, or any other factor or event beyond Seller's reasonable control. In the event of any such delay, the date of delivery shall be extended for the period equal to the time lost because of the delay. Similarly, if Buyer fails to make the initial payment as required by this Contract or fails to furnish a completed questionnaire with all data or the required material within ten (10) calendar days after it orders the Goods, the delivery date shall be extended on the same basis. Use of the Goods by Buyer shall constitute a waiver of any claim for delay.

4. IMPAIRMENT OF CREDIT:

If Buyer (a) is or becomes insolvent or is unable to pay its debts as they mature, (b) files or has filed against it a bankruptcy, insolvency or any similar petition or is made the subject of an "order for relief" as that term is defined in the U.S. Bankruptcy Code, or (c) fails to make any payment hereunder as and when due, or if Seller has a reasonable belief that any of the foregoing is impending or otherwise in good faith doubts the ability of Buyer to pay the purchase price for the Goods, then Seller may at its option (i) suspend performance hereunder, (ii) terminate this Contract, (iii) demand cash payment in advance before shipments are made, regardless of the payment terms otherwise agreed upon, or (iv) otherwise require additional security for any remaining balance of the purchase price.

5. LATE PAYMENT:

Buyer agrees to pay interest at the rate of eighteen percent (18%) per annum, or at the highest rate permitted under applicable law, whichever is less, on invoiced amounts not paid when due and further agrees to reimburse Seller, upon demand, for any costs (including without limitation attorneys' fees and legal costs) incurred by Seller in the collection of any amounts owed to Seller hereunder.

Sales and delivery conditions

6. TAXES AND DUTIES:

The Aggregate Purchase Price does not include any applicable sales, use, value-added, excise or similar taxes, customs or other duties imposed on the sale of goods or services pursuant hereto (collectively, "Sales Taxes"). All such Sales Taxes are ultimately the responsibility of Purchaser and Purchaser hereby indemnifies KRONES in respect of such Sales Taxes. For jurisdictions in which KRONES is required to pay Sales Tax directly to the governmental entity, it will issue an invoice to Purchaser (either as a separate line item in an invoice or as a separate invoice) for the amount of the Sales Tax and Purchaser will promptly pay to KRONES the amount of the Sales Tax reflected in such invoice. KRONES uses the Vertex computer software to calculate Sales Taxes and is required to pay Sales Taxes in most cases on a monthly basis. Therefore, if Purchaser believes that calculation of Sales Tax on the KRONES invoice is in error, it will (i) nevertheless promptly remit to KRONES the amount of the Sales Tax reflected in such invoice, and (ii) give KRONES written notice of its calculation of the Sales Tax specifying the basis for the difference in detail and detailing its calculation of the applicable Sales Tax. Provided that KRONES finds that there is a reasonable basis for Purchaser's basis for disputing the amount of Sales Taxes, KRONES will undertake commercially reasonable efforts to assist Purchaser in filing for a refund or credit on Purchaser's applicable tax return for such disputed amount of Sales Taxes. If Purchaser believes that some or all of the goods or services purchased under this Agreement are exempt from Sales Tax, it shall before KRONES issues its first invoice under this Agreement provide KRONES with the form of exemption certificate or other applicable instruments required by applicable law (if any) duly executed by Purchaser. If KRONES, using its reasonable judgment, determines that it is permitted without liability to rely on such exemption certificate or other instrument, it will forego the collection of Sales Tax for those items that are covered by the exemption certificate. If buyer provides seller with a tax exemption certificate or otherwise instructs seller that some or all of the transaction is tax free or that buyer will pay any sales or use tax directly, and ultimately some or all of the applicable tax is imposed on seller, buyer will indemnify seller against the taxes so imposed and any other costs arising therefrom.

7. INSPECTION AND ACCEPTANCE:

The Goods shall be deemed finally inspected and accepted within ten (10) calendar days after receipt thereof unless notice of a claim is given in writing to Seller within such time period.

8. INSTALLATION AND COMMISSIONING:

(a) Installation, commissioning and efficiency testing are not included in the purchase price for the Goods and must be specifically contracted for. The efficiency test(s) (if any) will be conducted in accordance with Seller's standard protocol in effect at the time such tests are contracted for and will be conducted pursuant to the DIN 8782 standard.

(b) A service engineer to aid in the installation and start-up of the Goods is available at an additional cost pursuant to Seller's "General Terms for Technical Service" in effect at the time of contracting therefor. The period of service is generally dependent upon the type of machinery being installed.

(c) It is understood that one (1) "day" of service time is defined as eight (8) hours per day so that one (1) "week" of service amounts to forty (40) hours of time and each "week" or "day" additional are multiples of those respective times. It is understood that a reasonable charge for travel expenses will be made if such service time, because of a delay in the installation or of other factors or events within Buyer's control, is not provided on consecutive workdays. Also, an additional charge and traveling expense shall be made in the event the time exceeds the allowed period.

(d) It is Buyer's responsibility (i) to make sure that Buyer's facility where the Goods are to be installed conforms to the specifications and drawings furnished to Seller or approved by Buyer, (ii) to procure any and all permits, licenses and similar authorizations necessary for Seller to perform its obligations at such facility, and (iii) in general, to make sure that such facility is adequately prepared for installation and operation of the Goods. Installation does not include start-up services unless such start-up services are specifically contracted for. Such start-up services are available for an additional charge on a time and materials basis.

(e) If installation and commissioning are specifically contracted to be performed by Seller, then, promptly upon completion of installation, Seller will begin the

process of commissioning the Goods in accordance with such contract. Commissioning typically will need to be conducted using the same kinds of packaging and bottles throughout the process. Therefore, Buyer agrees that for the duration of any such commissioning, the Goods will be run using the same bottle and packaging type during production. If Buyer does not adhere to such commitment, then the ability of Seller successfully to conduct an efficiency test or tests will have been significantly compromised, and as a result, the requirement to conduct an efficiency test or tests will be deemed waived and any and all such tests will be deemed to have been successfully completed.

(f) Training is not included in this quotation unless expressly included and specifically itemized herein as a purchased item.

9. WARRANTY:

(a) Seller warrants that the Goods shall (i) be free from defects in materials and workmanship for a period (the "Warranty Period") ending on the earlier to occur of (x) 6,000 hours of operation on the Goods or (y) expiration of one (1) year after the first to occur of commencement of production by the Goods of saleable product or lapse of one hundred twenty (120) calendar days after the date of arrival of the Goods at Buyer's facility; and (ii) will be transferred free and clear of any third-party liens. The foregoing warranties are conditioned on Buyer paying the full purchase price for the Goods.

(b) This warranty is expressly limited to repair or replacement of the affected Goods (or component thereof). To the extent Seller elects to replace the defective part or component, its sole obligation shall be to provide the replacement without charge, and any associated freight or labor is not included in the warranty. This warranty shall not apply to any part of the Goods which becomes defective through misuse or abnormal use that is not contemplated as reflected in this Contract, nor shall it apply if the prerequisite conditions detailed in the warranty provision itself are not satisfied. This warranty shall not apply to any part of the Goods which becomes defective due to normal wear and tear or other causes that do not arise from any defect in the Goods. This warranty does not apply to any parts or components manufactured by third parties, including electrical components. Such parts and components are instead covered by the applicable manufacturer's warranty. Seller shall not be responsible for any defect or damages actually caused by failure to follow the operating instructions reflected in the Goods' various manuals, or failure to comply with the recommended maintenance program reflected in the Goods' various manuals.

(c) ***Important - Please Read Carefully*** Except as provided in these terms and conditions, the goods are provided "as is" with all faults and without warranty of any kind. Except as provided in these terms and conditions, Seller expressly disclaims all other warranties, express and implied, including, but not limited to, the implied warranties of merchantability, of fitness for a particular purpose, and those arising from course of dealing or usage of trade. Seller does not warrant that the goods will meet Buyer's requirements or expectations, or that the operation of the goods will be uninterrupted or error-free. Seller does not warrant or make any representation regarding the use or the results of the use of the goods in terms of their correctness, accuracy, quality, reliability, appropriateness for a particular task or purpose or otherwise. No oral or written information or advice given by Seller shall create a warranty or in any way expand the scope of this warranty. This Section 9 constitutes the entire warranty provided under this contract.

10. BUYER'S EXCLUSIVE REMEDIES AND PROCEDURES REGARDING CLAIMS UNDER THE WARRANTY:

(a) Buyer shall notify Seller of any claim of defective material or workmanship (collectively the "Warranty Defect") in writing promptly upon its discovery by Buyer.

(b) Promptly upon receipt of a written notice of a Warranty Defect, Seller shall attempt to validate the Warranty Defect. If the Warranty Defect is valid, Seller shall, at its option, repair or replace the affected pieces of the Goods. Such repair or replacement shall be made as quickly as commercially reasonably possible. Any repaired or replaced Goods shall themselves be deemed to be covered by the warranty hereunder for the balance of the Warranty Period only. ***Important - Please Read Carefully*** Seller's sole obligation in respect of its warranty obligations hereunder shall be repair or replacement of the affected goods (at Seller's option).

11. LIMITATION OF LIABILITY:

Sales and delivery conditions

Important - Please Read Carefully In no event shall Seller, its affiliates or contractors be liable to Buyer or any third party for any incidental or consequential damages (including, without limitation, indirect, special, punitive, or exemplary damages for loss of business, loss of profits, loss of goodwill or business reputation, business interruption, loss of data, or loss of business information) arising out of or connected in any way with this contract, or for any claim by any third party, whether arising out of breach of contract, warranty, tort (including negligence, errors and omissions and strict liability) or other theories of law, even if Seller has been advised of the possibility of such damages. This limitation of liability shall apply even if the express warranty set forth above shall fail of its essential purpose. The maximum aggregate liability of Seller arising out of or related to breach of contract, breach of warranty (including the cost of repairing or replacing the goods), tort (including negligence, strict liability and errors and omissions) or any other cause or form of action shall not exceed the amount of the purchase price actually received by Seller hereunder. The foregoing is not intended to limit Seller's liability in tort for personal injury (including death) or physical damage to property caused by Seller.

12. SECURITY INTEREST; INSURANCE:

Buyer grants to Seller a security interest in the Goods to secure payment of the purchase price therefor and all other fees or amounts, which are or become due and payable to Seller. In the event of nonpayment in breach of this Contract, or disposition or transfer of any of the Goods to a third party, Seller shall be entitled to foreclose on its security interest in the Goods. Seller is hereby authorized to file any financing statements or other documents to perfect the security interest granted in this Contract, including a UCC-1 statement in a form that is satisfactory to Seller. Buyer shall upon request provide Seller with a legal description of the location of Buyer's facility where the Goods are installed to aid Seller in making a "fixture filing". Seller's security interest in the Goods shall terminate upon Buyer's full and final payment of all sums due and owing. In addition, for so long as any amount of the purchase price for the Goods remains unpaid, Buyer shall keep the Goods insured against all casualty or loss for not less than the full amount of such purchase price with an insurer reasonably acceptable to Seller, and Seller shall be named an additional insured and loss payee under such insurance policy. Such policy shall provide that Seller will be notified not less than thirty (30) calendar days prior to cancellation or amendment of the policy. However, the foregoing shall not change the time at which the risk of loss passes to Buyer, which shall remain in all events as set forth in Section 3 hereof.

13. SPECIFICATIONS:

Seller reserves the right to alter the design or specifications of the Goods at any time prior to delivery so long as such alteration does not materially change the basic function of the Goods or increase the purchase price therefor.

14. PATENTS:

Seller shall not sell to Buyer any Goods the sale of which infringes on any intellectual property right of any third party. Seller shall indemnify and hold Buyer harmless from any third-party claim against Buyer arising from breach of the foregoing sentence if, and only if, Buyer notifies Seller thereof within a reasonable period of time after Buyer is or becomes aware of such claim and gives authority, information and assistance (at Seller's expense) for the defense of such claim. If at any time Seller determines that there is a substantial question of infringement or in case the sale of the Goods or any part thereof is judicially held to constitute infringement and the use of the Goods or part thereof is enjoined by reason of such infringement, then in addition to the foregoing indemnification obligation, Seller shall have the right (but not the obligation) to, at its own expense, either (a) procure for Buyer the right to continue using and selling the Goods or part thereof; or (b) replace the Goods or part thereof with non-infringing goods; or (c) modify the Goods or part thereof so that they become non-infringing; or (d) remove the Goods and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of Seller for patent infringement or other intellectual property infringement relating to the Goods.

The preceding paragraph does not apply to modifications made by Buyer to any goods (including the Goods), nor does it apply to any goods (including the Goods) or parts thereof manufactured to Buyer's design or specifications, and Seller shall have no liability or obligation whatsoever under the preceding paragraph in respect of any such goods. As to any and all such goods, Buyer shall indemnify and hold Seller harmless from and against any and all claims that such goods

infringe the rights of any third party.

15. SAFETY:

Buyer assumes responsibility for the operation of the Goods in accordance with sound safety practices. Buyer shall use and shall require its employees to use any and all safety devices, guards, signs, instructions and safe operating procedures required by law, regulation, code or applicable safety standard or by Seller, and Buyer agrees not to remove or modify any such safety device, guard, sign, instruction or procedure for use provided with the Goods. Buyer shall indemnify Seller from and against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defense) that Seller may incur as a result of any breach by Buyer of this Section 15.

16. CONTRACT TERMS:

The terms and conditions of this Contract shall be considered to be the terms and conditions governing any purchase order issued by Buyer to Seller and any sales contract entered into by Buyer and Seller, and this Contract shall constitute the complete and exclusive statement of the terms and conditions hereof and thereof and shall supersede all prior oral and written statements of any kind whatsoever made by either party or their respective representatives. No statement or writing subsequent to this quotation purporting to modify or add to the terms and conditions hereof shall be binding unless consented to in writing by duly authorized representatives of Seller. Specifically, whenever a separate statement or document is issued by Buyer to Seller that is intended to add, delete or change purchase contract terms as stated herein, that document shall be binding only when signed by two (2) officers of Seller. Such a separate document, signed by such officers, shall override only those terms and conditions hereof as are specifically referenced in such separate document. All other terms and conditions of sale hereof not referenced or overridden in any separate document will remain binding. ***Important - Please Read Carefully*** This Contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without reference to principles pertaining to conflicts of laws. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods. This Contract shall be deemed to have been executed and performed in the State of Wisconsin.

MISCELLANEOUS TERMS, CONDITIONS AND POLICIES GOVERNING SALES AND QUOTATIONS

A. All prices are quoted and payable without set-off or deduction in U.S. Dollars unless otherwise specified in writing by Seller. Quoted dollar amounts are subject to examination by Seller of final sample containers, product specifications and labels, which may increase or reduce final purchase price based upon the specific geometry and resulting complexity. In these cases, Seller will make Buyer aware of such changes by sending a "confirming" quotation.

B. Quoted delivery dates are based upon timely receipt of final bottle and label and other required samples, completed and signed SAP document and line layout. All delivery dates are approximate.

C. All prices are subject to change by Seller during the time prior to acceptance of Buyer's purchase order by Seller. Such changes will be communicated to Buyer in writing.

D. Any requested termination of an order, or any part thereof, must be submitted to Seller in writing by Buyer and, if accepted by Seller in its sole discretion, is subject to termination charges.

E. Payment Terms. The Aggregate Purchase Price shall be payable as follows:

- (i) Thirty percent (30%) of the Aggregate Purchase Price shall be payable immediately upon execution of this Agreement;
- (ii) Sixty percent (60%) of the Aggregate Purchase Price shall be payable prior to shipment of the Equipment.
- (iii) Five percent (5%) of the Aggregate Purchase Price shall be payable within fourteen (14) days after the earlier of (A) the first date of production by the Equipment of salable product, and (B) the date that is 60 days after the date of the Bill of Lading for the Equipment;
- (iv) The balance of the Aggregate Purchase Price for Equipment shall be payable

Sales and delivery conditions

immediately upon the earlier of (A) successful completion of the KRONES Efficiency Test applicable to such Equipment, and (B) the date that is 180 days after the date of the Bill of Lading for the Equipment.

F. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Contract shall not be assigned by Buyer without the prior written consent of Seller. Any such attempted assignment by Buyer without such prior written consent shall be null and void and without legal effect.

G. If, for any reason whatsoever, one or more of the provisions of this Contract shall be held or deemed to be illegal, invalid or unenforceable, the remaining provisions of this Contract shall not be affected thereby and shall remain in full force and effect.

H. All disputes arising out of or related to this Contract shall be submitted to binding arbitration under the Commercial Rules of Arbitration of the American Arbitration Association. All such proceedings shall be held in Milwaukee, Wisconsin.

These Terms and Conditions are subject to change upon notice by Seller.

Sales and delivery conditions

Burchard Neuhaus
Head of Sales Processing II North, Middle EU,
North-America

Josef Gantner
Sales Manager

1. Sugar preparation SYPRO S

Model description

The sugar treatment system SyPro S (sugar solving) is used for the continuous production of sugar syrup. Due to a continuous supply of crystalline sugar and pre-heated dissolving water and the permanent recirculation an optimal dissolving result is achieved. A defined partial flow is supplied from the dissolving tank to the downstream machine. The pre-run tank of the sugar dissolver allows an uncoupling from the supply network (product water, CIP medium). Depending on the quality of the crystalline sugar the following process steps may be for example the pasteurisation or clarification.



System advantages

- Optimised space requirements - suitable for standard containers
- Control of sugar content with an accuracy of ± 0.1 °Brix in the final syrup tank
- Process expansion by sugar syrup pasteuriser
- Constant product temperature by modular arranged heat exchanger
- Heating of sugar syrup, gentle to the product and with low cleaning effort, due to secondary hot water circuit
- Sustainability: The recovered energy part is more than 85 %
- With Krones EvoGuard a high performance valve series of our own production is available. This offers evident advantages in the daily operation and during maintenance processes



Illustrations are only for non-binding information, the text description has precedence.

1. Sugar preparation SYPRO S

Continuous sugar dissolver and pasteurizer

Capacity: 30.000 l/h

- Integrated control panel complete
- Connection of dissolving tank
- Connection dissolving water tank with external pre-heating
- Base frame
- Product discharge

Customer-related expansions

Additional equipment

- Double dirt trap
- Brix measurement sugar content
- Heat exchanger complete
- Sugar feed
- Sugar syrup pasteuriser

Total price of the item EUR 403.673,-

Optional customer request (not included in total value of item)

- Sugar Handling

number: 1 piece(s)

Essentials for the dimensioning

product: granulated sugar EU class II

bulk weight: 0,75 - 0,85 kg / dm³

humidity: max. 0,03 %

temperatur: 0 - 40 °C

We assume that the product is dry, free-flowing and conveyable.

Big Bag Emptying Station

number: 1 piece(s)

material: stainless steel

Equipment:

Big Bag lifting cross 4 piece(s)

Big Bag module frame incl. crane rail 2 piece(s)

Top - and bottom part are screwed together for easy mounting.

The crane rail (i-carrier) is a cantilever attached to the top part.

The required base mountings (anchoring device for concrete floor) are included.

electric chain hoist 2000 kg load

1. Sugar preparation SYPRO S

approx. 7 m lift height

Pre-mounted electric chain hoist with chain box, incl. electric trolley.
The trolley travel gear is adjustable to the crane rail.

Operator control unit with control cable and built-in thermistor protection for lift and drive motor
incl. power supply.

..... EUR 129.920,-

1. Sugar preparation SYPRO S

Machine data

Machine design

- Quality of crystalline sugar

EC category 1

Polarisation $\geq 99.7\text{ }^{\circ}\text{Z}$

Colour in solution $\leq 0.06\%$

Colour in solution ≤ 3 points

Colour type ≤ 4 points

Ash content ≤ 6 points

Total number of points ≤ 8 points

Content of invert sugar $\leq 0.04\%$

up to $30\text{ m}^3/\text{h}$

electrical control of sugar supply unit

In the cold dissolving process the sugar is dissolved with a temperature of up to 40°C .

The sugar content in the sugar syrup is controlled by a brix measurement device. This allows an accuracy of the sugar content in the sugar syrup of $\pm 0.1^{\circ}$ Brix in the final syrup tank.

Maselli Misure

These connections allow a preheating of the dissolving water in a heat exchanger of another machine. By a recuperative preheating of the dissolving water the steam consumption is reduced for the heating of the dissolving water.

A filtration unit filters out any foreign particles or product agglomerates at the infeed of the sugar dissolver. It reduces the risk of foreign particle contamination. Redundant filtration unit with manual path control.

The dissolving water is heated by means of a heat exchanger which is supplied with steam of 1.5 up to 2.5 bar gauge by the customer.

- Machine output

- Sugar supply

- Design of sugar dissolver

- Control of sugar content

- Manufacturer Brix measurement

- Preheater dissolving water

- Double dirt trap

- Heating of dissolving water

- The sugar syrup pasteuriser is used for continuous pasteurising of the produced sugar syrup. A continuous gentle heating by means of pressurised hot water circuit secures a reduction of germs and an extended storage duration before product treatment. The pre-run tank of the sugar syrup pasteuriser is used for the decoupling from the supply voltage (product water, CIP medium) and buffers fluctuations. Depending on the quality of the granulated sugar, enhancer processes can be integrated into the pasteurising process.

- Bag filter

The bag filtration unit separates foreign particles in the infeed of the heater. This reduces the risk of a foreign matter contamination. Redundant filtration unit with automatic pipe system.

- Booster pump in product channel

A pump is used for compensating the pressure loss in the product pipe.

- Heat retention section

The product is kept hot for a certain time.

- Heat retention time in (s)

30 seconds at rated speed

- Heat exchanger

The thermal treatment of the product is performed in a plate heat exchanger.

- Dissolving water preheater

The recuperative pre-heating reduces the steam consumption by heating the dissolving water in the sugar dissolver.

- Cooling medium

The product is cooled by chilled water.

- Design of explosion protection

is not included in KRONES scope of supply. Machine operation in potentially explosive areas or with potentially explosive material only allowed after KRONES approval

1. Sugar preparation SYPRO S

Set-up

- | | |
|-----------------------------------|--|
| ■ Sealing material | material: EPDM |
| ■ Material of the dissolving tank | rust-proof stainless steel/chrome nickel steel (similar to AISI 304) |
| ■ Material dissolving water tank | stainless steel rust-proof and acid-proof/chrome molybdenum steel (similar to AISI 316L) |
| ■ Manufacturer flap valves | KRONES standard |
| ■ Manufacturer seat valves | KRONES standard |
| ■ Manufacturer control valves | KRONES standard |

Finish - pneumatic components - lubrication system

- | | |
|---|--|
| ■ Design Style Guide | yes |
| ■ Finish colour for machine column | RAL 5013 (Cobalt blue) |
| ■ Machine finish colour in wet line section | RAL 9018 (papyrus white) |
| ■ Finish colour for visible three-phase motors and their mounted gears or pumps in the wet line section | RAL 9018 (papyrus white) |
| ■ Manufacturer pneumatic system components | make: Festo |
| ■ Manufacturer pneumatic maintenance unit | Make: Festo |
| | Customer compressed air quality according to ISO 8573-1 class 6.3.1. |
| | Oil-free compressed air supply with a particle size of max. 40µm |

2. Simple Syrup Storage Tank

SIMPLE SYRUP STORAGE

Simple Syrup Tank

number: 1 piece
design: vertical arrangement

Installation

vessel delivery: 1 part(s)
vessel installation: 1 Krones AG

VESSEL

Main dimensions

net volume: 40 m³
total height: mm (with support)

Operational data

medium: sugar solution
concentration: 65 °brix at 25 °C
density: 1.300 kg/m³
viscosity: 100 Pas
temperature: max.: 90 °C (CIP)

Stability

earthquake factor: (according to modified mercalli scale)

Execution upper bottom

material: stainless steel - 1.4301
design: conical
outer surface: pickled
inner surface: welding seams - pickled/brushed

Execution shell

material: stainless steel - 1.4301
outer surface: pickled
inner surface: welding seams - pickled/brushed

Execution lower bottom

material: stainless steel - 1.4301
design: conical
outer surface: pickled
inner surface: welding seams - pickled/brushed

The vessel will not be insulated.

2. Simple Syrup Storage Tank

PUMPS, VALVES AND FITTINGS

FOR TANK

Spray ball

material: stainless steel

number/capacity: 1 x 20,0 m³/h at 2,5 bar

Jet mixer -- Nozzle

material: stainless steel

nozzle: 65 DN

capacity: 32,0 m³/h at 3,0 bar

number: 1

Sampling valve

material: stainless steel/EPDM

operation: manually

number/diameter: 1 x DN 6

Sterile Air Supply / Tank Aeration

Aeration filter unit

to be installed on top of tank.

number: 1 piece(s)

accessories: incl. air blower

incl. UV light sterilization

material: stainless steel (filter casing)

PP (aeration candle)

filtering size: 0,2 µm

ventilator: 150 m³/h, ~ 150 Pa

motor data: 1 0,07 kW

FOR PIPING

Centrifugal pump

number: 1

process: Jet Mix

material - case: stainless steel

material - impeller: stainless steel

material - support: stainless steel

sealing: single mechanical seal

single mechanical seal with flush

capacity: 32,0 m³/h 3,0 bar

motor: 7,5 kW 2900 1/min

with stainless steel cover

2. Simple Syrup Storage Tank

Flushing water fittings, unpressurized

number: 1

consisting of: 1 Membrane Valve G 1/4", 1 Limiter, 1 Flow Switch LBFS

material: stainless steel

operation: 1 air/spring

proximity switches: 1

Centrifugal pump

number: 1

process: Transfer to filling in IBC or Truck

material - case: stainless steel

material - impeller: stainless steel

material - support: stainless steel

sealing: single mechanical seal

single mechanical seal with flush

capacity: 40,0 m³/h 3,5 bar

motor: 15,0 kW 2900 1/min

with stainless steel cover

Flushing water fittings, unpressurized

number: 1

consisting of: 1 Membrane Valve G 1/4", 1 Limiter, 1 Flow Switch LBFS

material: stainless steel

operation: 1 air/spring

proximity switches: 1

Centrifugal pump

number: 1

process: transfer to Blending

material - case: stainless steel

material - impeller: stainless steel

material - support: stainless steel

sealing: single mechanical seal

single mechanical seal with flush

capacity: 25,0 m³/h 3,5 bar

motor: 11,0 kW 2900 1/min

with stainless steel cover

Flushing water fittings, unpressurized

number: 1

consisting of: 1 Membrane Valve G 1/4", 1 Limiter, 1 Flow Switch LBFS

material: stainless steel

operation: 1 air/spring

proximity switches: 1

Centrifugal pump - self priming

number: 1

process: CIP return

material - case: stainless steel

material - impeller: stainless steel

material - support: stainless steel

sealing: rotating mechanical seal

capacity: 25,0 m³/h 3,0 bar

motor: 18,5 kW 2900 1/min

with stainless steel cover

2. Simple Syrup Storage Tank

Double seat valve with seat lifting
material: stainless steel/EPDM
operation: 1 air/spring
proximity switches: 1
seat liftings: 2
connections: 4
number/diameter: 1 x DN 80

Butterfly valve
material: stainless steel/EPDM
operation: 1 air/spring
proximity switches: 1
number/diameter: 5 x DN 50
number/diameter: 8 x DN 80
number/diameter: 1 x DN 100
number/diameter: 2 x DN 25

Butterfly valve
material: stainless steel/EPDM
operation: manually
number/diameter: 1 x DN 25
number/diameter: 1 x DN 80

Non-return valve
material: stainless steel/EPDM
number/diameter: 2 x DN 65
number/diameter: 1 x DN 80

Sight glass for pipe installation
material: stainless steel
number/diameter: 1 x DN 65
number/diameter: 1 x DN 80

Control valve with positioner
material: stainless steel/EPDM
operation: 1 air/spring
control: 1 electro-pneum. positioner
proximity switches: 1
number/diameter: 1 x DN 80

VALVE BLOCK

number: 1 piece

Base frame
made of square-type tube mounted on adjustable spherical cap feet.
material: stainless steel
connections at block: 9
maximum diameter: DN 100
accessories: with dip tray for leakage collection (to drain)
and water flushing.

Workshop assembly

2. Simple Syrup Storage Tank

Equipment parts are completely pre-assembled.

Valued length of pipes of different sizes, complete with bends, flanges, pipe holders, reducers and small items, made of material stainless steel.

Fittings and equipment-parts of all valve blocks (in total):

Butterfly valve

material: stainless steel/EPDM

operation: 1 air/spring

proximity switches: 1

number/diameter: 2 x DN 80

number/diameter: 2 x DN 65

number/diameter: 2 x DN 50

Double seat valve with seat lifting

material: stainless steel/EPDM

operation: 1 air/spring

proximity switches: 1

seat liftings: 2

connections: 4

number/diameter: 1 x DN 80

Double seat valve with seat lifting

material: stainless steel/EPDM

operation: 1 air/spring

proximity switches: 1

seat liftings: 2

connections: 4

number/diameter: 1 x DN 80 / 65

number/diameter: 1 x DN 100 / 80

number/diameter: 1 x DN 100 / 65

PANEL

number: 1 piece(s)

Transfer plate

with frame on adjustable spherical ball feet.

material: stainless steel

connections at panel: 2

maximum diameter: DN 80

Workshop assembly

Equipment parts are completely pre-assembled.

Valued length of pipes of different sizes, complete with bends, flanges, pipe holders, reducers and small items, made of material stainless steel.

Fittings and equipment-parts of panel(s) (in total) :

Blind Caps

material: stainless steel

number/diameter: 2 x DN 80

2. Simple Syrup Storage Tank

Change-over bend(s)

material: stainless steel

accessories: with sight glass

number/diameter: 1 x DN 80

Butterfly valve

material: stainless steel/EPDM

operation: manually

number/diameter: 1 x DN 80

Hose

material: stainless steel/EPDM

connections: DIN 11851

length: 5

number/diameter: 1 x DN 80

FIELDINSTRUMENTS

FOR TANK

Full level probe

vibration limit switch for liquids.

type: Liquiphant FTL20H

make: Endress & Hauser

number: 1

Empty level probe

vibration limit switch for liquids.

type: Liquiphant FTL20H

make: Endress & Hauser

number: 1

Pressure sensor

digital pressure transmitter, hydrostatic.

type: Deltapilot S FMB70

make: Endress & Hauser

number: 1

FOR PIPING

Massflowmeter

coriolis flow measurement device.

type: Promass 83F

make: Endress & Hauser

number/diameter: 1 x DN 80

Frequency controller

type: FC302

make: Danfoss

interface: Profibus DP

number/capacity: 1 x 7,5 kW

2. Simple Syrup Storage Tank

Frequency controller

type: FC302

make: Danfoss

interface: Profibus DP

number/capacity: 1 x 11,0 kW

Frequency controller

type: FC302

make: Danfoss

interface: Profibus DP

number/capacity: 1 x 15,0 kW

Flow sensor

type: SI 6200

make: IFM

number: 3

Massflowmeter

coriolis flow measurement device.

type: Promass 83F

make: Endress & Hauser

number/diameter: 1 x DN 80

number/diameter: 1 x DN 65

Empty level probe

vibration limit switch for liquids.

type: Liquiphant FTL20H

make: Endress & Hauser

number: 3

Pressure sensor

pressure transmitter with ceramic diaphragm.

type: Cerabar S PMC71

make: Endress & Hauser

number: 2

Customer requirement

- Internal Piping
- Automatisatation and Engineering
- Premounting

Total price of the item EUR 215.537,-

General Standard Terms and Conditions

I. Subject of the Contract, Scope, Offer

1. The present Terms and Conditions shall apply exclusively; any conditions (as defined by § 305 of the German Civil Code, hereafter "BGB") presented by Customer which contradict or deviate from the present Terms and Conditions shall not be part of the contract.
2. The present Terms and Conditions shall apply to all contractual performances of KRONES AG, regardless of the legal type of contract that such performance is based on. Therefore, they shall apply both to sales contracts and to contracts for work, to contracts for delivery of a work and to any combined contract types.
3. Any individual agreements concluded between the parties hereto concerning the rights and duties of these parties shall take precedence over the present Terms and Conditions.
4. All agreements entered into between KRONES AG and Customer with regard to performance of the contract shall be made in writing.
5. The present Terms and Conditions shall only apply in relation to merchants, legal entities subject to public law and trustees of public funds (as respectively defined by § 310 BGB).
6. The present Terms and Conditions shall also apply to all future business transactions between KRONES AG and Customer.
7. If an order qualifies as an offer (as defined by § 145 BGB), KRONES AG may accept such offer within 4 weeks of its receipt.

II. Documents, Business Secrets, Preparatory Work

1. KRONES AG shall retain all rights, in particular property rights and copyrights, in all cost estimates, calculations, plans, illustrations, drafts, preparatory work, drawings and other documents. Such works shall not be made accessible to third parties without the written consent of KRONES AG. Any documents indicated as confidential by Customer shall not be made accessible to third parties by KRONES AG without the written consent of Customer. Documents supplied by KRONES AG shall be used solely to prepare for the conclusion of the contract, and thereafter for its execution. Any further use shall be prohibited.
2. Customer shall not disclose to third parties any business secrets of KRONES AG or of its associated companies (as defined by § 15 of the German Law of Share Corporations), which Customer has received knowledge of KRONES AG shall not disclose to third parties any business secrets of Customer or its associated companies, which KRONES AG has received knowledge of.
3. Both KRONES AG and Customer shall use adequate means to ensure that their directors, officers and employees will also comply with the above obligations.

III. Time of Delivery, Scope of Delivery, Acceptance, Delay

1. The time agreed for delivery shall commence upon dispatch of the order confirmation and clarification of all technical questions, provided that Customer has made available to KRONES AG all plans, documents, approvals, releases and permits required, and any agreed advance payment has been received.
2. The performance owed by KRONES AG shall be deemed to have been effected in due time where the object of contract was duly shipped prior to expiry of the term for delivery, or where Customer was informed of KRONES AG's readiness to make shipment within this term.
3. A default in performance due to force majeure shall not entitle Customer to a claim (in particular, a claim for a contractual penalty or damages) against KRONES AG. Any unforeseeable event or an event, which – though foreseeable – is beyond the influence and control of KRONES AG and the effects of which cannot be avoided by the exercise of reasonable care shall be considered an event of force majeure. Such events include but are not limited to delayed performance by subcontractors/suppliers, acts of war (whether declared or not), war-like conditions, riot, revolution, rebellion, military or civilian coups d'état, insurrection, turmoil, outrages, mobilisation, requisition, blockade, embargo, government order, sabotage, strikes, go-slow strikes, lockout, epidemic diseases, fire, floods, storm tides, typhoons or other poor weather conditions, lack of raw materials and supplies, shipwreck, insufficient loading capacity or port facilities, delays resulting from transportation, loading and discharge, non-availability of freight capacity, justifiable change/exchange of freight forwarder and/or carrier and/or ship owner and/or other commercial shipping company, accidents in transit, earthquakes, radioactive accidents, physical or man-made obstructions of any kind at the building site/production facility.

4. In all cases, where obstacles to performance – regardless of their nature – are not the responsibility of KRONES AG, the latter shall be entitled to receive an extension of time for delivery as well as additional payments to compensate for the additional performance and/or costs.
5. Where shipment is postponed at the request of Customer, Customer shall reimburse the costs actually incurred by the storage of the goods. In case of storage on-site in a plant of KRONES AG, the latter shall be entitled to a lump-sum minimum amount of 0.5 % of the agreed price for each month as compensation for its additional costs. This stipulation shall not preclude KRONES AG or Customer from furnishing proof of higher or lower costs, respectively.
6. Clause 5 above shall equally apply to any other case of delayed acceptance on the part of Customer. Where Customer is in default with regard to acceptance or is in violation of any other contractual obligation with regard to cooperation, the risk of accidental loss, destruction or accidental deterioration of the goods shall pass to Customer at the time such default arises.
7. This agreement shall not preclude any further rights that KRONES AG may have.
8. Compliance with the time for delivery shall be subject to Customer duly fulfilling his contractual duties in a timely manner.
9. Partial deliveries by KRONES AG may only be rejected where they impose on Customer in an unreasonable manner.
10. Where acceptance is provided for by contract or by law, such acceptance shall be governed by the legal provisions applicable to acceptance in contracts for work.

IV. Price and Payment

1. The prices agreed upon are stated on an ex works basis. Any shipping costs, including the costs of packaging, loading, stowage and unloading shall be borne by Customer. The value-added tax applicable at the time of delivery shall be added to the above prices.
2. To the extent that KRONES AG is obliged by German regulations governing packaging to take back packaging used for transportation, Customer shall bear the costs of returning the used packaging and the reasonable costs for the reuse thereof. To the extent that the packaging taken back cannot be reused, Customer shall bear the costs of the material processing incurred by KRONES AG. In addition, Customer shall pay any duties, clearance charges, taxes and other charges incurred as a result of taking back transport packaging.
3. Containers used for transportation are not within the scope of this contract and are not considered packaging. They shall remain property of KRONES AG. They shall be re-exported by Customer at his expense (shipping costs, duties, clearance charges, taxes and other charges) and risk, and sent back to KRONES AG.
4. Tools, excess material, welding supplies and other auxiliary equipment are not within the scope of this contract. They shall remain property of KRONES AG. They shall be re-exported by Customer at his expense (shipping costs, duties, clearance charges, taxes and other charges) and risk, and sent back to KRONES AG.
5. The price agreed upon shall be due in cash without any deduction.
6. KRONES AG shall be entitled to interest on payments due and in arrears to the extent provided by law. The assertion by KRONES AG of further rights or damages shall not be affected hereby.
7. Customer shall not be entitled to any rights of set-off or retention, unless his counter-claims have become legally effective (res judicata), are uncontested or have been acknowledged by KRONES AG, and KRONES AG was given at least one month's advance notice of such counter-claim.
8. Where circumstances are brought to the attention of KRONES AG after the conclusion of the contract, which cast doubt on the credit standing of Customer, notwithstanding the above or agreed conditions of payment KRONES AG shall be entitled to security for payment in the form of a simple (i.e. not payable on first demand), irrevocable payment bond or bank guarantee of indefinite term, which shall be returned against payment of the price owed.
9. KRONES AG shall be entitled to increase the agreed price reasonably if there are cost increases after the conclusion of contract, in particular where this is due to collective labour agreements or increases in the cost of materials. Upon request, KRONES AG shall furnish proof for such increases to Customer.

General Standard Terms and Conditions

10. KRONES AG shall be entitled to increase the agreed price reasonably if – after the conclusion of contract – Customer requests that the object of contract be modified, and additional expenses and efforts are required for such modifications. Upon request, KRONES AG shall furnish proof of such additional expenses and efforts to Customer.
11. Customer shall cause the agreed purchase price to be credited, at his own risk and expense, to one of the bank accounts indicated by KRONES AG.

V. Passing of Risk

1. The risk of accidental loss, destruction and accidental deterioration of the object of contract shall pass to Customer upon handing over of the object of contract to the first carrier.
This shall also apply to any partial shipments or in case where KRONES AG itself has assumed additional costs, such as the cost of shipment or of other services, e.g. transportation, erection or assembly of the object of contract.
2. Where the object of contract or part thereof is ready for shipment, and shipment or delivery is delayed for reasons in the responsibility of Customer, the risk of accidental loss, destruction and accidental deterioration shall pass to Customer on the day the goods are ready for shipment.
3. Where KRONES AG arranges for transportation of the object of contract, and damage in transit or a defect due to transportation is caused to the above object after delivery to the carrier, KRONES AG shall assign its claims resulting therefrom, if any, against transport insurance(s) and carriers to Customer at the latter's request (any liability for the existence of such claims to be excluded); such assignment shall be concurrent with payment of the overall price agreed for the object of contract and of all costs owed. Any further claims against KRONES AG resulting from any damage in transit or a defect due to transportation shall be excluded. This shall also apply where the scope of contract includes assemblies to be performed or the erection of a turn-key plant.
4. Any limitation periods under transport or maritime law, bar periods, exclusions of liability and limitations of liability, which apply in favour of (natural or legal) persons entrusted with the transportation/loading/unloading/storage of the object of contract in their relationship to KRONES AG shall apply equally in favour of KRONES AG in the contractual relationship between Customer and KRONES AG.
5. Customer shall examine the object of contract for defects immediately upon unloading thereof in the port of destination and – if a defect is noted or suspected to exist – shall acknowledge receipt subject to reservation only and shall notify KRONES AG immediately of any such existing or suspected defect. If the above obligations are not observed, the transport insurance(s) coverage is voided. Where coverage is voided for such reasons, liability of KRONES AG for damage encompassed by the transport insurance(s) exclusion clause shall also be excluded.

VI. Retention of Ownership

1. KRONES AG shall retain ownership of the object of contract until payment of all amounts owed by Customer has been received irrevocably and without reservation.
Until such date, Customer shall neither be entitled to charge the object of contract with a security interest (e.g. ownership by way of security, right of lien, mortgage, land charge, etc.) nor to resell the same. Where the law applicable at the site of construction/erection (*lex rei sitae*) does not recognise a provision of security by means of retaining ownership, such other means of providing security shall be deemed to have been agreed upon, which approaches most closely a "retention of ownership" or which constitutes according to that law the typical security (e.g. "charge" or "security interest, attached and perfected"). Customer shall fully cooperate in all acts (in particular, the provision of formal declarations) required by the law applicable at the site of construction/erection for the creation of a fully enforceable retention of ownership or any other fully enforceable means of providing security.
2. Customer shall notify KRONES AG immediately of any attachment, seizure or other measure taken by third parties with regard to the object of contract. Customer shall submit to KRONES AG any documents required for an intervention in this regard.
3. As long as rights are retained in the object of contract in favour of KRONES AG pursuant to the above clause 1, KRONES AG shall be entitled – with prior notice – to reclaim the object of contract delivered in case there has been a breach of duty by Customer, in particular where the ownership of KRONES AG of the object of contract is endangered, where the object of

contract delivered is improperly used by Customer, or where Customer defaults on payment. Where Customer does not act on the claim to return the object of contract, the required number of KRONES AG's staff shall be irrevocably entitled to enter the construction site/manufacturing plant of Customer and to disassemble and remove the object of contract delivered. Reclaiming the object of contract shall not constitute a rescission of the contract, unless KRONES AG has expressly declared such rescission in writing. Any attachment of the object of contract by KRONES AG shall constitute a rescission of contract.

4. Where the object of contract is taken back, KRONES AG shall be entitled to resell it; the proceeds of such realisation shall be set off against any liabilities of Customer, while allowing for reasonable costs of realisation.
5. Any processing or transformation of the object of contract by Customer shall always be carried out for and on behalf of KRONES AG. Where the object of contract is processed together with other objects not owned by KRONES AG, KRONES AG shall acquire co-ownership of the new corporeal object in the proportion of the value of the object of contract to the other processed objects at the time of processing. The provisions regarding reserved rights applicable to the object of contract shall apply accordingly to the corporeal object resulting from processing.
6. Where the object of contract is inseparably commingled with other objects not owned by KRONES AG, KRONES AG shall acquire ownership of the new corporeal object in the proportion of the value of the object of contract to that of the other objects at the time of commingling. If commingling takes place in such a way that Customer's corporeal object is to be considered the principal object, a transfer of co-ownership by Customer to KRONES AG on a pro-rata basis shall be deemed to have been agreed upon. The sole ownership or co-ownership thus created shall be held in custody by Customer for KRONES AG.
7. As security for the claim of KRONES AG against Customer, Customer shall assign to KRONES AG any claims accruing to Customer against any third party as a result of connecting the object of contract with real estate.
8. KRONES AG undertakes to release the securities it is entitled to at the request of Customer, to the extent that the value of realisable securities of KRONES AG exceeds the secured claims by more than 20%; the selection of the securities to be released shall be at the discretion of KRONES AG.

VII. Rights of Customer in Case of Defects

1. KRONES AG shall be liable to Customer that the object of contract at the time of the passing of risk to Customer is free of physical and legal defects. Irrelevant deviations from qualities agreed upon shall not constitute defects.
2. Nonetheless, KRONES AG shall not be held liable for defects or damage arising from:
Defects resulting from constructions prescribed or specified by Customer, defects resulting from materials (including sample materials) prescribed, specified or supplied by Customer, or defect resulting from other input of Customer.
Defects or damage arising after the passing of risk due to faulty or negligent treatment, operating by untrained staff, excessive use, inappropriate exchange materials, faulty construction work, inappropriate site or such defects arising due to special external circumstances not envisioned by the contract, as well as non-repeatable software errors.
Where Customer or third parties apply unsuitable modifications or maintenance work, any liability of KRONES AG for these modifications, work or their consequences shall be excluded.
3. KRONES AG shall not be liable for wearing parts (definition to follow) of the object of contract. Wear is the progressive loss of material on the surface of a solid body, due to mechanical causes, i.e. contact with and movement relative to that of a solid, liquid or gaseous opposing body. A wearing part is one used in places which unavoidably experience wear from operations, in order to protect other operating parts from wear, and which by design is intended for replacement.
4. Where a defect in the object of contract gives rise – while taking in account clauses 1 through 3, above – to the respective remedial rights of Customer, Customer shall, at first, only be entitled to demand remedial performance with regard to the defects within a reasonable time, whereby KRONES AG is entitled to choose, according to its reasonably exercised discretion, between correction of defects or replacement delivery. Where the claim arises due to KRONES AG withholding a defect in order to deceive or granting a guarantee regarding a quality of the object of contract,

General Standard Terms and Conditions

Customer shall have the right to choose between correction of defects and replacement delivery. The costs necessary for the purpose of remedial performance shall be borne by KRONES AG. Replaced parts shall become property of KRONES AG.

5. When requested to do so by KRONES AG and at the latter's expense, Customer shall send the defective parts in question to KRONES AG for repair or replacement, unless the defect requires repair at the place of installation. In such case, KRONES AG's obligation to provide remedial performance with regard to the defective part shall be deemed to have been completely fulfilled if KRONES AG returns the duly repaired part or sends a corresponding replacement part to Customer.
Where costs have increased due to the object of contract having been brought to a site other than Customer's place of business, contrary to the usage originally specified, claims of Customer for such additional costs, that are made necessary by the remedial performance, in particular costs due to transportation and infrastructure, labour and material, shall be excluded.
6. Where the defective part is a product delivered by a third party, liability of KRONES AG shall initially be limited to an assignment of the liability claims which KRONES AG is entitled to against such third party. Only once legal action has been taken against such third party by Customer shall KRONES AG's own liability be revived. This limitation of liability shall not apply, where the liability of KRONES AG arises due to KRONES AG withholding a defect in order to deceive or assuming a guarantee regarding a quality of a product manufactured by a third party.
7. Customer shall examine the object of contract directly upon receipt thereof and notify KRONES AG of any recognisable defects without delay. This obligation of providing notice immediately shall also apply where a defect emerges later. The fact that KRONES AG is certified as conforming to ISO 9001 shall not serve to release Customer from its duty to examine and give notice of defects according to § 377 of the German Commercial Code (HGB). Where Customer omits such notice, the object of contract shall be deemed to have been approved regardless of any defect.
8. Where Customer does not accept the remedial performance offered by KRONES AG pursuant to the contract, upon fruitless expiry of an extension of time allotted KRONES AG shall be released from liability for the claimed defect.
9. Where remedial performance has failed, Customer shall be entitled – subject to the conditions contractually agreed upon, including those provided for by the present Terms and Conditions – to make any other claims based on the defect. In particular, failure of remedial performance shall be established, where KRONES AG has allowed a reasonable extension of time allotted by Customer to pass fruitlessly, or has unduly delayed or refused remedial performance, or where a reasonable number of attempts at remedial performance have been unsuccessful.
10. KRONES AG may refuse correction of a defect, where Customer does not make payment as agreed upon.
Customer shall only be entitled to retain payment for cause, where the notice of defect is justified beyond all doubt. This right of retention shall be limited in its amount to four times the cost necessary to correct the defect. Where Customer makes a claim based on a defect, and it is subsequently shown, in particular by means of an appropriate inspection by KRONES AG, that the claim based on defect made by Customer is unwarranted for factual or legal reasons, KRONES AG shall be entitled to reasonable payment and reimbursement of all expenses for services, particularly those rendered in relation to the inspection.
11. All claims for damages shall be subject to the limitations, modifications and exclusions provided by the following Article VIII, as set out below.

VIII. Limitation or Exclusion of Liability of KRONES AG

1. Customer shall carefully observe both the instructions for use and the operating instructions, as well as the safety information provided by KRONES AG. In particular, Customer shall comply with the instructions of KRONES AG on how the object of contract is to be used without risk, which precautions are to be taken regularly and individually, and which types of errors in usage are to be avoided. If Customer breaches this duty, KRONES AG shall not be liable for any damage resulting therefrom.
2. Limitation of liability of KRONES AG for damage, both direct and consequential, resulting from defects:
KRONES AG shall neither be liable for any direct damage resulting from defects (including damage consisting of lost profits) nor for consequential

damage resulting from defects, regardless of legal reason. This exclusion of liability shall not apply to claims by Customer for damage based on gross fault (intent/gross negligence).

3. Limitation of liability of KRONES AG for ordinary (as opposed to gross) negligence:
Any claims of Customer, regardless of legal reason, for damages not based on gross fault (intent/gross negligence) on the part of KRONES AG shall be excluded, unless the damage is due to the presence of a defect or the breach of material contractual duties (so-called "cardinal duties"), the fulfilment of which is a prerequisite to the proper execution of the contract.
4. Limitation of liability of KRONES AG for not typically foreseeable damage:
Unless any claims for damages by Customer are already excluded due to the limitations of liability of KRONES AG for direct and consequential damage (clause 2) and for ordinary negligence (clause 3), where such claims – regardless of legal reason – are not based on gross fault (intent/gross negligence) on the part of KRONES AG, such claims shall be limited in their amount to compensation for such damage which KRONES AG, taking into consideration the circumstances that KRONES AG knew or should have known at the time of conclusion of the contract, should have been able to foresee as a possible consequence of a breach of duty or a breach of contract (typically foreseeable damage).
5. Limitation of liability of KRONES AG for improper performance:
Unless a claim by Customer has already been excluded due to the limitations of liability in favour of KRONES AG with regard to direct or consequential damages (clause 2) and for ordinary negligence (clause 3), where – as a result of improper performance – Customer asserts a claim for either damages due to breach of duty or damages in lieu of performance against KRONES AG, and where such claim is not based on gross fault (intent/gross negligence), this claim for damages shall be limited – beyond the limitation of liability of KRONES AG for the typically foreseeable damage (clause 4) – to a maximum amount of 10% of the contract price of machinery delivered. Improper performance shall be deemed to exist where obstacles arise during the contractual relationship, which impede or prevent proper fulfilment of contractual duties or where one party to the contract causes injury to the other party.
6. Limitation of liability of KRONES AG for damage caused by delay:
The above limitations of liability in favour of KRONES AG with regard to direct and consequential damages (clause 2), ordinary negligence (clause 3), not typically foreseeable damage (clause 4) and improper performance (clause 5) shall also apply to claims for damages of Customer against KRONES AG with regard to damage caused by delay, unless such damage is based on gross fault (intent/gross negligence). In excess of the foregoing, in all cases of delayed delivery, including claims both for damages by Customer due to delay of delivery as well as damages in lieu of delivery, and even in cases where time for delivery may have been extended for KRONES AG and has expired, damages shall be limited in their amount to 0.5% per fully completed week of delay – to a maximum of 5% – based on the price of that portion of the delivery, which could not commence operations expediently due to such delay.
7. Limitation of liability of KRONES AG for persons employed in performing an obligation:
Except where – due to gross fault (intent/gross negligence) of persons employed in performing an obligation – such contractual duties were breached, the fulfilment of which was prerequisite to the proper execution of the contract, any liability for persons employed in performing an obligation (§ 278 BGB), regardless of legal reason, shall be excluded. In no event shall the liability of KRONES AG for a person employed in performing an obligation exceed the liability of KRONES AG for its own fault as provided for in the above limitations of liability. According to § 278 BGB, a person employed in performing an obligation is a natural person or legal entity whose services the obligor makes use of in order to perform its obligations.
8. Customer's right to rescind the contract due to non-performance or performance not in conformity with the contract shall be excluded. This shall not apply, where KRONES AG has intentionally or grossly negligently failed to perform in conformity with the contract.
9. The above limitations of liability (Art. VIII.1 through VIII.8) shall apply neither to claims made pursuant to ss.1. (and following) of the Product Liability Law, nor to claims based on defects withheld in order to deceive, nor to claims based on the grant of a guarantee regarding a quality, nor to claims based on injury to life, body or health of Customer, his officers and

General Standard Terms and Conditions

employees, nor to claims based on an obstacle to performance in existence at the time of conclusion of contract, which KRONES AG had knowledge of at that time, or is at fault for lacking of such knowledge. The above – provisions shall not entail a shift in the burden of proof to Customer's disadvantage.

10. In cases where the freight forwarder is arranged for by the Customer, KRONES AG will not be held liable for any costs incurred as a result of additional security checks or time delays occasioned by the requirements of the German Aviation Security Act and the EU regulations (EC) No. 300/2008; (EC) No. 185/2010; (EC) No. 173/2012; (EC) No. 272/2009 or any other current national or international statutory provisions. The Customer agrees, on KRONES AG's first demand, to indemnify and hold KRONES AG harmless from any costs or damages to the extent that such costs or damages are incurred as a result said of additional security checks as well as any ensuing time delays.

IX. Limitation Period

1. Where claims arising due to defects would – by default – be subject to statutory limitation periods of 2 years (e.g. § 438 s. 1 no. 3 BGB; § 634 a s. 1 no. 1 BGB), such limitation period shall be shortened to 1 year. Where Customer has claims due to defects which arise from the grant of a guarantee regarding a quality, these claims shall be excluded from such shortening of the limitation period. For all other claims, the statutory limitation periods shall apply.
2. The limitation period shall commence upon delivery of the object of contract and in case of an assembly obligation by KRONES AG upon completion of the assembly.
3. Where Customer's acceptance is in delay, the limitation period shall commence upon the occurrence of delay in acceptance.

X. Software

To the extent that KRONES AG provides Customer with software, the following shall apply:

1. KRONES AG shall grant Customer a simple right of use pursuant to § 31 s. 2 of the Copyright Law (UrhRG) regarding the software provided. § 31 s. 2 of the Copyright Law reads: "The simple right of use entitles the holder thereof to make use of the work besides the author/originator or other persons entitled in the manner allowed to him." Customer shall only be granted a right of use. At all times, KRONES AG shall remain the sole owner/holder of all rights over immaterial property regarding the software.
2. Customer shall only be entitled to use the software provided in connection with the object of contract.
3. Customer shall not be entitled to receive the source program/source codes.
4. Customer shall be entitled to make use of the software provided for an unlimited period of time for the entire operational life span of the object of contract.
5. Customer shall not be entitled to assign its right of use to third parties, in particular Customer shall not be entitled to sell, rent, sub-licence or make available the software and the associated documentation to third parties by any other means. Where Customer assigns its complete business enterprise to a third party, Customer shall be entitled to assign its own right of use to such third party. Where Customer sells the complete object delivered to a third party in the normal course of business and such third party is not a competitor of KRONES AG, upon request KRONES AG shall consent to an assignment of the right of use granted to Customer, unless KRONES AG presents reasons for the fact that such action will create the risk of providing competitors of KRONES AG with secret knowledge (trade/business secrets) of KRONES AG.
6. The right of use of Customer shall be non-exclusive. KRONES AG shall be entitled to grant any form of right of use regarding the software provided to any number of other customers.
7. With the exception of staff members, Customer shall not make the software supplied available or accessible to any third party, neither temporarily nor free of charge.
8. Customer shall not change in any manner whatsoever any markings, copyright or ownership notices applied to the software provided.
9. Customer shall not create copies of the supplied software, except that one backup copy may be created by a person entitled to use the program, where this is necessary to secure the future use thereof. The backup copy shall not be used concurrently with the original software.

10. Customer shall not be entitled to photocopy, place on microfilm, electronically duplicate or otherwise copy, whether wholly or partially, the documentation associated with the software.
11. Any disassembly, reverse engineering or decompilation of the software shall be prohibited, and Customer shall neither arrange for nor permit the above to be done, except in accordance with the conditions of § 69 e of the Copyright Law (UrhRG).
12. KRONES AG shall be entitled to all proprietary rights, copyrights and other industrial property rights to the software, updates and documentation. The same shall apply to any modifications and translations/compilations of the programs.
13. KRONES AG is entitled to carry out, at its own expense, any alterations to the software installed at Customer's premises which may be necessary due to the assertion of proprietary rights by third parties. Customer cannot derive any rights from this.

XI. Jurisdiction, Applicable Law, Place of Performance

1. Where Customer is a fully qualified merchant registered in a German Commercial Register, a legal entity subject to domestic public law or a trustee of public funds (as respectively defined by § 310 BGB), the registered place of business of KRONES AG shall be place of jurisdiction for any disputes arising from or in connection with the contractual relationship. In legal proceedings brought against KRONES AG by Customer with no domestic place of jurisdiction, the exclusive place of jurisdiction shall also be the registered place of business of KRONES AG. In legal proceedings brought by KRONES AG against Customer with no domestic place of jurisdiction, the registered place of business of KRONES AG shall be a further place of jurisdiction, in addition to the places of jurisdiction provided by law. Any arbitration agreements concluded between the parties shall take precedence.
2. The laws of the Federal Republic of Germany shall apply exclusively both with regard to the applicability of the present Terms and Conditions of KRONES AG and to all legal relationships of the contractual parties and their legal successors/assigns, that result from the contract and/or any possible ancillary or subsequent transactions. The present choice of law clause as well as the above covenant on jurisdiction shall also be governed by the laws of the Federal Republic of Germany. The application of the U.N. Law on the Sale of Goods (Convention of the United Nations dated April 11, 1980 relating to contracts on the international sale of goods) shall not be excluded by virtue of the above choice of law.
3. The registered office of KRONES AG shall be the place of performance.

Origin of goods: 0 = Third country products
1 = EU origin
2 = EFTA origin

List of exclusions PT

The items mentioned hereafter are not within the scope of delivery unless stated separately in the foregoing quotation.

Building

- Setting up site and canteen for the assembly
- Storage facilities
- Safety and security patrol of the site
- Cleaning of the building
- Domestic electricity (lights, plugs, etc.)
- Domestic sanitary installations
- Architectural services
- Climate control and heating of buildings and rooms, in particular MCC and control rooms
- Tightened ground and/or temporary foundation to place the construction site equipment or bring-in plant parts, as well as additional transportation costs due to improper site conditions
- Furniture and fixtures, in particular computer and printer cabinets
- Supply and laying of splash water lines for outside cleaning as well as the appropriate fittings
- Fire extinguishers and supply of fire-fighting water
- Pipe bridge support construction (steel construction) in the area of the main pipe bridge
- Maintenance platforms, ladders and platforms
- Earthing of vessels and tanks
- Provisional arrangements of any kind, to temporarily overcome deficiencies caused by the buyer or third parties

Installation

- Provision of cranes, truck transportation, fork lifts
- Any kind of scaffolds, in particular scaffolds required for works which are not Krones' scope, or needed due to a delay in the building progress for which the customer is responsible
- Welding- and other industrial gasses
- Local labour force
- Tools for local labour
- Accommodation and transportation of workers
- Temporary power supply for tools, welding works, etc. during installation
- Temporary water supply during installation
- Site telephone/fax and associated costs for regular business use
- Temporary site lighting
- Repairs to existing buildings and equipment in case of damages
- Temporary material protection
- Workshops and tools
- Positioning of safety signs and safety equipment
- Any fees arising from returning the equipment and objects provided on loan, in particular tool-container and remaining material
- Taxes and any other duties during import of all materials including consumables for installation
- Rental tools for installation workers and other labour forces, not directly employed for Krones
- Site housing/accommodation

List of exclusions PT

- Any kind of waste disposal

Commissioning and acceptance

- Raw materials for production and filling (malt, PVPP, acid, lye, fuel, etc.)
- First fillings (ammonia, glycol, chemicals, oil, etc.)
- Spare parts packs and spare parts packs for commissioning
- Costs for an external institute for acceptance as well as analysis- and expert costs
- Laboratory equipment

Local provisions and duties

- Work permits for specialists
- Necessary local licenses or authorizations of any kind
- Costs arising from certificates which are due for the country of installation
- Costs arising, if acceptance tests and/or calculation bases other than German TUEV-acceptance and AD standardization regulations have to be additionally considered for the construction of the plant
- Additional construction- and machinery design caused by earthquake factors, wind loads, snow loads, rain, flood, ...
- VAT and withholding taxes, which may arise during the project handling

Insurance and transportation

- Insurances of any kind
- Customs duties of any kind
- Insurance for product- or profit loss
- Transport of equipment

Power supply

- Cabling of medium voltage to the transformers
- Network transformer and installation
- Power generator and equipment installation
- High-/low voltage distribution and installation
- Electric cables from low voltage distribution to the consumers (MCC's)
- MCC and control room double floor with support
- UPS-units for the complete brewery
- Lightning protection

CO₂-units

- CO₂-collecting- and supply lines to the unit and to the balloon
- Provision of cooling media, supply to plant and discharge
- CO₂- lines to the consumers
- Gully for the CO₂-unit room
- Aeration technology for the CO₂- and refrigeration plant room
- Gas warning device for CO₂- and refrigerants
- NH₃- protective equipment (breathing masks, protective clothing, etc.)

List of exclusions PT

Further Comments:

In case of receipt of an order, Krones AG is not responsible for theft of and damages to material on site, caused by the buyer or third parties.

The quality of the electricity supplied by the power supply company for control system, motors and other devices has to comply with the European guidelines.