

Cooperation Duty for Contracts Regarding New Machines Locally and Abroad (Version: 01.01.2021)

The Customer's Cooperation Duty in Case of Agreed Commissioning

If commissioning services has been agreed with us, the following terms and conditions apply in addition:

1.1 Breach of the obligations to cooperate detailed below in Clauses 1.3, 1.4 and 1.5 hereof may impair, delay or thwart the delivery of the services. Therefore, the customer assumes fault-based liability to ensure that these cooperation obligations are fulfilled.

1.2 We reserve the right to assert statutory claims and to exercise our rights under Clause 5.6 of our General Terms and Conditions of Sale for New Machines Locally and Abroad (Version 01.01.2021) in case of breach of the obligation to provide cooperation support services pursuant to Clause 1.1 (in particular the rights to claim damages, reimbursement for additional expenses, reasonable compensation, termination).

1.3 Conditions prerequisite to be ensured by the customer:

1.3.1 Installation site

The machine is intended for operation in a dry and well-ventilated confined space.

The ambient conditions to be ensured during storage if any and operation - such as e.g. cooling water/machine cooling, ambient air temperature, air humidity and site altitude - must be within the following value ranges as per EN60204-1 or comply with the value ranges specified in the operating manual for the machine.

Value Ranges:

Ambient air temperature	<p>Minimal: +10°C (50°F).</p> <p>Maximal: +40°C (104°F).</p> <p>Additional measures are recommended for a very hot and for a cold environment.</p> <p>EN60204-1(2007), Annex B.</p>
Cooling water/ Machine cooling	<p>Minimal: +15°C (59°F).</p> <p>[Condensation protection]</p> <p>Maximal: +35°C (95°F).</p> <p>The maximum permissible water pressure in the cooling water inlet is 6 bar.</p> <p>To ensure the required cooling capacity, a pressure difference of ≥ 3 bar is required between the cooling water inlet and the cooling water outlet, depending on the work cycle.</p> <p>Please always refer to the machine operating manual for machine-specific admissible values.</p>
Air humidity (non-condensing!)	<p>Minimal: 20%.</p> <p>Maximal: 50%.</p> <p>High relative humidity levels are only admissible at lower temperatures (e.g. 90% at 20°C)</p> <p>See EN60204-1</p>
Site altitude	<p>Technical adjustments may be required in case of installation sites at altitudes of over 1000m (3300ft) above sea level.</p> <p>See EN60204-1</p>

The electromagnetic compatibility requirements must comply with the EC EMC Directive (2014/30/EU).

1.3.3 Hall floor

The floor unevenness may not exceed 8 mm in the entire machine installation area between all machine shoes.

1.3.4 Production hall

Before delivery and unloading of the individual machines/assembly units, the customer must ensure the following:

- a) The production hall (i.e. the hall roof, side walls, gates, windows, hall lighting, heating) must be fully complete;
- b) The width and height of the production hall gate must be sufficiently large for trucks;
- c) The customer must have delivered all required instructions to our personnel;
- d) There must be sufficient space for the machines/assembly units to be unloaded directly at the machine installation site;
- e) Sufficient accessibility from all sides must be ensured to enable assembly work on the machine;
- f) Operational cranes and lifting equipment with operating personnel (an overhead crane, a truck-mounted crane, a mast, etc.) and lifting ropes must be available with sufficient load-bearing capacity;
- g) Power supply must be available;
- h) Connected power capacity must be available according to the circuit diagram;
- i) Cooling water connection and compressed air supply must be available;
- j) Forklift trucks must be available (if necessary, our personnel should also have a possibility to use them);
- k) All main connections must be ready for the machine;
- l) In the case of indoor assembly, the structure shall be weatherproof and heated in winter so that the assembly can proceed in normal working conditions and there is no impairment to the state of the material.

1.3.5 Foundation

- a) The customer must drill the floor anchoring and protective enclosures into the hall floor/foundation.
- b) The customer must determine the exact installation position before placing the machine on the foundation and mark that position on the floor.
- c) The foundation must comply with our specifications according to Clauses 1.3.3 and Ziffer 1.5.2.

1.4 General cooperation duty

1.4.1 The customer must do everything required to ensure that the work can be started on time and performed without any hindrance or interruption.

1.4.2 The customer must ensure the conditions prerequisite set out in Clause 1.3 and perform all on-site and other preparatory work in a professional manner and in good time at own risk and expense.

1.4.3 Our personnel may not be summoned until all preparatory work has been completed and the conditions set out in Clause 1.4.2 have been ensured.

1.4.4 The customer must ensure that the necessary entry, exit, residence, work documents or other permits can be obtained for our personnel.

1.4.5 The customer must take the required accident prevention measures at own cost. In particular, the customer must explicitly point out to us where special consideration should be given to the customer and other contractors or relevant non-statutory regulations must be observed.

1.4.6 Occupational safety

- a) When performing work, we will comply with the statutory regulations applicable at the assembly site. Additional non-statutory safety and other regulations at the assembly site will only be observed by us where they have been made known to us by the customer in the meaning of Clause 1.4.5 and explicitly acknowledged by us in writing.
- b) For their part, the customer will comply with the statutory, official and trade association regulations and orders applicable to the assembly site, take measures where necessary to prevent accidents and to protect our personnel and property and in any case to comply with the contractor's occupational safety and health protection measures made known to the customer.

c) We are entitled to refuse or to suspend working at any time if work safety has not been ensured.

1.4.7 The customer must procure an insurance policy for the materials to be assembled, which are stored on the customer's premises, with insurance coverage against fire, water, theft, and damage by third parties. At our request, the customer must provide adequate proof of the existence of such insurance.

1.4.8 The customer must ensure that the transportation roads within the customer's control, which are leading to the installation site, are in a usable condition, and the installation site itself is in a work-ready condition, and access to the installation site is not obstructed, and all necessary easements and rights of way have been procured.

1.5 The customer's special obligations to cooperate

The following services are not part of our scope of delivery and services, but the customer must ensure at own risk and expense that they are rendered in good time:

1.5.1 Energy and equipment:

- all power supply lines and safety devices (fittings, filters, valves, etc.) must be installed in the electrical power, compressed air, steam, water and heat agent supply and return lines from the customer's central supply unit to the main connections of the machine;
- all electrical power stations and substations must be in place for high and low voltage supply;
- all units and equipment for emergency power supply must be in place.

1.5.2 Installation and foundations:

- mounting of the machinery and protective enclosures;
- all supports and base frames to accommodate containers; pipelines and operating platforms; steel scaffolding, landings, stairs, ladders, railings; covers for stationary and mobile machine parts; wall and ceiling penetrations for platforms;
- all above-ground and underground cable and line ducts as well as rails and their mountings;
- all installations for air conditioning, ventilation, air vents, room heating and lighting.

1.5.3 Local safety regulations:

- all protective and safety equipment in accordance with local regulations in respect of earthing, lightning protection, protective covers and fire extinguishing.

1.5.4 Other:

- ensuring the unloading and installation;
- ensuring security of the construction site and safekeeping of the parts located there as well as their insurance against theft or destruction;
- ensuring work-hall equipment such as: forklifts, overhead cranes, welding and auxiliary equipment;
- ensuring all internal means of transportation and packaging for intermediate and finished products;
- equipment for the disposal or treatment of waste.