

# General Terms of Sale and Delivery

FRITSCH Bakery Technologies GmbH & Co. KG

## I. Validity, General Information

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1. The following general sales and delivery terms are only intended for use vis-à-vis companies (§ 14 German Civil Code), legal entities under public law or public law special funds within the meaning of § 310 par. 1, sentence 1 of the German Civil Code and shall apply exclusively for all sales and delivery business dealings with FRITSCH Bakery Technologies GmbH & Co. KG ("FRITSCH").
2. After the purchaser and/or the client ("customer") has placed an order, these general sales and delivery terms shall be deemed to have been accepted and an integral part of the contract at the same time. FRITSCH shall not accept any conditions of the customer which are contrary to or deviate from its general sales and delivery terms unless FRITSCH has expressly agreed to their validity.
3. Legally relevant declarations and notifications to be given by the customer to FRITSCH after the conclusion of the contract (e.g. deadlines, notices of defects, declarations of rescission or reduction) shall only be effective in writing.
4. Subordinate to these delivery terms, the enclosed Orgalime General Conditions for the delivery and installation of mechanical, electrical and electronic products shall additionally apply, as of January 2014 ("Orgalime General Conditions") with appendix (attached to the Orgalime General Conditions SI 14 regarding the application of German Law).

## II. Prices / Terms of Payment

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By way of derogation from Clause 46 of the Orgalime General Conditions, the terms of payment mentioned in the contract shall apply exclusively.

## III. Delivery time and delays

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Clauses 43, 44 and 45 of the Orgalime General Conditions shall not apply and are therefore excluded.

## IV. Inspection before Delivery / Commissioning Inspection / Commissioning

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1. Before delivery, FRITSCH shall inspect the delivery item. Here, reference is made to Clauses 6 to 9 of the Orgalime General Conditions.
2. For the commissioning inspection and commissioning, reference is made to Clauses 31 to 39 of the Orgalime General Conditions. FRITSCH's general terms of commissioning ([www.fritsch-group.com](http://www.fritsch-group.com)) shall additionally apply in case of commissioning.

## V. Warranty

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1. By way of derogation from Clause 59 of the Orgalime General Conditions, the customer's claims shall become time-barred as follows: the warranty period is 12 months, but not longer than 18 months after declaration of readiness to deliver. The warranty shall begin with the legal acceptance of the delivery item. If the legal acceptance is prevented for reasons, FRITSCH is not directly responsible for, the legal



acceptance shall be replaced by the ready for dispatch notification of the delivery item. Moreover, the warranty period shall be limited to a maximum of 2000 operating hours for the delivered item as well as 12 months for electrical parts.

2. Parts subject to wear according to the wear parts list shall be excluded from the warranty.

## **VI. Customer's obligations / Basic conditions for dough processing**

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1. The customer is aware that the function and the performance of the scope of delivery by FRITSCH may depend on non-controllable factors such as the quality and condition of the raw materials, the temperature of the room, dough and raw materials, correct functioning of the installations upstream and downstream, as well as a continuous inflow of the raw materials. The customer must check these factors before the order confirmation.
2. For dough to be processed faultlessly, the following ambient conditions must be met:
  - Puff/Danish/croissant dough with margarine:  
Production ambient temperature: 16°C - 20°C; relative humidity: 40 - 65%,  
dough yield\* value tolerance max. 1%
  - Puff/Danish/croissant dough with butter:  
Production ambient temperature: 12°C - 16°C; relative humidity: 40 - 60%,  
dough yield\* value tolerance max. 1%
  - Yeast dough/bread dough:  
Production ambient temperature: 20°C - 25°C; relative humidity: 50 - 65%,  
dough yield\* value tolerance max. 1%
  - Pretzel dough:  
Production ambient temperature: 20°C - 25°C; relative humidity: 50 - 65%,  
dough yield\* value tolerance max. 1%; maximum dough yield\* value 160
3. Climatic conditions: Temperatures are not permitted to fall below the dew point in order to prevent that damaging condensation water will occur on the line.

\*Calculation:  $(\text{flour} + \text{water}) \times 100 / \text{flour}$

## **VII. Significance of drawings, Changes in construction**

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1. Drawings and figures are only schematic representations; the actual scope of delivery shall depend on the agreed functionality and may differ in appearance from these representations.
2. FRITSCH reserves the right to carry out alterations to the construction.

## **VIII. Regulations in case of installation**

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If FRITSCH owes the customer the installation and/or commissioning of the delivery item in addition to inspection before delivery, Clauses 10 to 18 and Clauses 47 to 49 of the Orgalime General Conditions shall apply. Additionally, the customer shall provide FRITSCH with all raw materials according to the mutually agreed recipes for line tests. On request, the customer shall appoint a contact person/project manager, who is responsible for any questions which may arise and is authorized to sign a commissioning report.

## **IX. Confidentiality**

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1. Notwithstanding the overriding provisions of any separately concluded confidentiality agreement, the following shall apply: The customer shall not disclose any confidential information (including business secrets), which it learns in connection with this contract and its performance, to any third parties.



Confidential information in this context is information which is marked as confidential or the confidentiality of which is evident from the circumstances, irrespective of whether it has been communicated in written, electronic, embodied, or oral form, including, but not limited to, technical specifications of the delivery items, information on the FRITSCH's business partners and contents of the FRITSCH's research and development.

2. Confidential information, as defined by this clause, does not include information that
  - a. was obvious or known to the customer at the time of transmission or has subsequently become so;
  - b. has been made available to the customer by third parties without any breach of law or
  - c. was developed by the customer themselves without the use of confidential information.
3. The customer is prohibited from obtaining confidential information by means of reverse engineering. In this context, "reverse engineering" shall mean all actions, including observing, testing, examining and disassembling as well as, if necessary, reassembling, with the aim of obtaining confidential information.
4. The obligation to maintain secrecy pursuant to subsection 1 shall also not apply, beyond the scope of § 5 GeschGehG (German Business Secret Protection Act), if the customer is obligated to disclose the confidential information by law or by virtue of a final or non-appealable decision of the authorities or a court. In this case, the customer shall immediately inform FRITSCH of the obligation to disclose. Furthermore, the customer shall make it clear in the course of the disclosure that, if this is the case, the disclosed information concerns business secrets and shall work towards making use of the provisions of §§ 16 ff. GeschGehG.
5. If the customer breaches its obligations under subsections (1) and (2), it shall owe a contractual penalty to be determined by FRITSCH at its reasonable discretion, the appropriateness of which shall be reviewed by the competent regional court in the event of a dispute, unless it is not responsible for the breach of duty.

## **X. Data Protection**

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FRITSCH and the customer undertake to observe all applicable data protection regulations when processing personal data and to take the necessary technical and organisational measures to ensure data security.

## **XI. Software use**

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In those cases where software is included within the scope of delivery, a non-exclusive and non-transferable right is granted to the customer to use the supplied software and its documentation. It is ceded to the customer for use on the delivery item, for which it is intended. Use of the software on more than one system is prohibited.

The customer is not permitted, except for archiving purposes, to make copies of the software, to modify or decompile the software or to use a form of reverse engineering. FRITSCH shall provide the information required for interoperability on request. The customer undertakes not to remove manufacturer information - in particular copyright notices - or to change it without the prior express consent of FRITSCH.

All other rights to the software and documentation, including copies of these, remain with FRITSCH or software provider.

## **XII. Machine data**

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All data (machine data) on the delivery items are the exclusive property of the MULTIVAC Group of Companies and are its property. The MULTIVAC Group of Companies may therefore use, pass on, process or change the machine data without restriction. Machine data are raw data without any conclusion to a natural person.



Therefore, it is neither the intention nor the motivation of the MULTIVAC Group of Companies to collect personal data of the customer and personnel working on the delivery item.

### **XIII. Open Source**

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The delivered software may contain open-source components in whole or in part. These are subject to the relevant license conditions of the used open-source components. The relevant license conditions can be requested via email to [opensource@multivac.de](mailto:opensource@multivac.de) and are part of the granting of rights of use. The customer undertakes to observe these terms of use while using the open-source components.

### **XIV. Applicable Law**

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By way of derogation from Clause 79 of the Orgalime General Conditions and appendix attached to the Orgalime general conditions SI 14 regarding the application of German law, German Law shall apply with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG) from 11 April 1980.