

# GENERAL TERMS OF SALE & DELIVERY

FRITSCH GmbH · Bahnhofstraße 27-31 · D-97348 Markt Einersheim



FRITSCH

## I. Validity, General Information

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 GmbH ("**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 be 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

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

By way of derogation from Clause 43 of the Orgalime General Conditions, the lump-sum compensation for delay is 0.5% (from contract value) for each full week of delay, but no more than a maximum of 5% (from contract value).

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

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.info](http://www.FRITSCH.info)) shall additionally apply in case of commissioning.

## V. Warranty

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 period shall begin with the commissioning and, if the commissioning has not taken place, upon handover of the delivery item to the customer. 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

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 processing that is free of defects, the following basic conditions must be fulfilled:
  - Puff/Danish pastry/croissant dough with margarine:  
Production room temperature: 18°C - 23°C, rel. air humidity: 40 - 65%
  - Puff/Danish pastry/croissant dough with butter:  
Production room temperature: 15°C - 18°C; rel. air humidity: 40 - 60%
  - Yeast dough/bread dough: Production room temperature: 20°C - 25°C; rel. air humidity: 50 - 65%
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.

## VII. Significance of drawings, Changes in construction

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

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.