

# **Ekran, OAO**

## **Novosibirsk, Russia**

Quotation # C170625

## **FleXinspect M and FleXinspect C**

**Emhart Glass SA**  
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Ekran, OAO - Novosibirsk, Russia

Flexinspect M and Flexinspect C

**PRICE SUMMARY**



	Description	Qty.	Curr.	Unit Price	Total Price
1	Flexinspect M	1	EUR	208'100	<b>208'100</b>
2	Flexinspect M Spare Parts	1	EUR	20'000	<b>20'000</b>
3	Flexinspect C	1	EUR	186'300	<b>186'300</b>
4	Flexinspect C Spare Parts	1	EUR	20'000	<b>20'000</b>
5	Installation, Commissioning and Start-Up Assistance	1	EUR	11'000	<b>11'000</b>
6	On-Site Training	1	EUR	13'800	<b>13'800</b>
<b>Total value of goods, ex works, unpacked</b>			<b>EUR</b>		<b>459'200</b>
<b>Special 10% discount on lines 1-4</b>			<b>EUR</b>		<b>-43'440</b>
Export boxing, handling and documentation			EUR		4'900
Estimated Freight charges			EUR		6'600
<b>Total value of goods, DAP Novosibirsk, Russia</b>			<b>EUR</b>		<b>427'260</b>

Note: At the latest upon Bucher Emhart Glass' receipt of Customer's purchase order, the Customer must have completed, signed and returned to Bucher Emhart Glass the Declaration about Limitation of Liability (see last page of this document).

Note: in case, for reasons not attributable to the Supplier, the number of shipments effected will be different from the one originally agreed about on the quote, additional freight charges will be applied.

Note: The above mentioned prices are valid only for this Quotation and cannot be ordered separately.

Please note that this quote will be validated after receiving technical specifications and containers drawing from customer.

**EMHART GLASS SA**  
Paolo Tessitore  
Werner Gessner

**PRICES FOR OPTIONS – FLEXINSPECT M**

Description	Qty	Curr	Unit Price
<b>Note : All Prices ex works, unpacked</b>			
<b>FlexM Thickness</b>			
CHR Basic System 2 Sensors - 27566A2	1	EUR	37'947
<b>Inspection Options</b>			
Vision Base Mold Number Reader - 28128A L/R	1	EUR	18'974
<b>Machine Options Flex M</b>			
Non round Handling Kit - 27755A L/R	1	EUR	8'552
<b>Spare Parts to Flex M</b>			
Advanced spare parts kit - 12000DRSP2	1	EUR	37'587

**PRICES FOR OPTIONS – FLEXINSPECT C**

Description	Qty	Curr	Unit Price
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**Note : All Prices ex works, unpacked**

**Machine Options**

Dual Reject - 12710D1	1	EUR	1'494
Sample Tray Assembly - 11182C	1	EUR	2'580

**Spare Parts to Flex C**

Advanced Spare Parts Kit - 12604DSP2	1	EUR	33'052
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## TECHNICAL SPECIFICATION

### 1. FleXinspect M



#### ***FleXinspect M***

The M is a servo-indexing rotary inspection system designed to handle round and non round bottles in a 12 or 24 pocket star wheel.

The machine is capable of inspecting glass containers at speeds up to 300 bpm (Maximum speed is bottle and inspection option dependant).

#### **The “ M “ Starwheel Handling Inspection Module, includes:**

- Servo driven star wheel ware handler
- Servo driven single infeed screw with 30° entry angle
- Servo-driven plug/ring gauging
- Servo-driven dip/saddle/height gauging
- Heel dot mold code reader (inspection in rotate station)
- Pendant style with touch screen” Operator User Interface
- Integrated air conditioned electronics cabinet

- Adjustable Rear Leg (Cullet under)
- 16 channel of frequency modulated check inspection
- 8 modulated light sources and 8 sensors with mounting hardware for Finish and Base Checks
- Two check detection modules for mounting check lights and sensors
- Shoulder Check Kit (Lights, receivers, cables and mounting for 1 positions)
- Heel Check Kit (Lights, receivers, cables and mounting for 2 positions)
- Body Check Kit (Lights, receivers, cables and mounting for 1 positions)
- One Reject Assembly
- Integrated long conveyor with automated speed control
- 3 modular servo rotate devices (upgradeable to 5)
- Linescan Base inspection by high resolution camera
- Sealing surface inspection by high resolution camera

**The FleXinspect M Module is supplied with the following accessories:**

- Tooling for two (2) jobs, consisting of:
  - Starwheel(s)
  - Infeed Screw
  - Outfeed stripper(s)

## **2. FleXinspect M Spare Parts**

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- Basic spare parts kit - Part Number 12000DSP1

### 3. FleXinspect C



#### ***FleXinspect C***

The FleXinspect C is Sidewall inspection machine with programmable LED illumination and high resolution cameras. When equipped with a high speed belt spacing device and a precision inspection conveyor, the system will provide the highest level of inspection available.

#### **FleXinspect C machine includes:**

- 21.5" high resolution "Multi touch" pendant style operator interface
- Super bright LED illumination panels programmable for four unique patterns
- 4.5" (114mm) precision inspection inspection conveyor for improved inspection accuracy
- High Speed Belt Spacing device
- Single reject assembly
- Lens 16 mm 1/2 inch Kit
- Lens 25 mm 1/2 inch Kit
- Lens 50 mm 1/2 inch Kit



**FleXinspect C- inspection module includes:**

- 6 views optimized to detect opaque type defects in the sidewall
- 6 views dimensional to measure – height, diameters, base lean, body lean & neck lean
- 6 views - Transparent Sidewall Inspection
- 6 views - Sidewall Shoulder Inspection

#### **4. FleXinspect C Spare Parts**

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- Basic Spare Parts Kit - (Normal ware) - Part Number 12604DSP1

## **5. Inspection Installation, Commissioning & Start-up Assistance**

### ***Installation, Commissioning and Start-Up Assistance***

Emhart Glass will co-ordinate & supervise, working together with the customer and local contractors, the overall installation, commissioning, and start-up of the quoted Emhart Inspection Equipment.

Bucher Emhart Glass supplies 1 x IB Service Engineer.

This is limited to a total of 8 man days, including travel days.

Service provided by Bucher Emhart Glass or mutually agreed third party service supplier.

### ***Deliverables & Scope:***

Installation requirements and boundaries of work scope are detailed in the relevant installation documentation.

Completion of Installation, Commissioning and Start-Up is reached when all machines are operating.

### ***Pre-requisites:***

Customer has assigned an on-site project responsible person.

Contractors or customer engineers are properly qualified and experienced for the tasks.

Enough contractors or customer engineers are available.

Customer location is suitable and adequately equipped for Bucher Emhart Glass installation.

Office (with phone and Internet access), changing and washing facilities to be made available for Bucher Emhart Glass engineers.

On-site conditions and location are in-line with Bucher Emhart Glass Health & Safety required standards (appendix "Health & Safety Obligations").

On-site activities may not commence or cease until specific issue have been resolved.

### ***Disclaimer:***

Additional work requirements outside of standard scope to be agreed upon separately.

The man days included in this quote are calculated with the assumption that start up spares are readily available on site and all associated third party works are completed to the agreed schedule.

### ***Remarks:***

Man day is based on maximum 10 hour work days (6 day work weeks).

Travelling time (travel to country of service and travel to and from hotel to plant) is considered as working time.

Working hours are regular day time working hours.

In exceptional cases, different working hours can be agreed within the time window 6am to 10pm..

All accommodation & living expenses are INCLUDED (flight tickets, hotel, meals, laundry, internet, hire car, taxi, train).

All flight ticket expenses are INCLUDED.

**Additional Service support:**

Additional Service support can be supplied at an extra charge of EUR 1'250 (IB Service Engineer) per man day. The extra charges include accommodation & living expenses, but exclude flight ticket expenses.

## 6. On-Site Training

***On-Site Training***

Operational training on the supplied equipment will be provided to the customer on site after production has commenced for a total of 8 man days, including travel days and a maximum of 5 students.

**Remarks:**

Based on 10 hour work days.

All accommodation & living expenses are INCLUDED (hotel, meals, laundry, internet, hire car, taxi, train).

All flight ticket expenses are INCLUDED.

**Additional Service support:**

Additional Service support can be supplied at an extra charge of EUR 400 per student per man day (Minimum 4 students).

All accommodation & living expenses are INCLUDED (hotel, meals, laundry, internet, hire car, taxi, train).

All flight ticket expenses are EXCLUDED and shall be borne by Customer separately at cost.

**CONDITIONS**

Customer	Ekran, OAO Novosibirsk Russia	
Supplier	Emhart Glass SA Hinterbergstrasse 22 CH-6330 Cham 2, Switzerland	Tel +41 (41) 749 42 00 Fax +41 (41) 749 42 71 <a href="http://www.bucheremhartglass.com">www.bucheremhartglass.com</a>

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Date	11. July 2017
Validity	60 Days <b>Please note that this quote will be validated after receiving technical specifications and containers drawing from customer.</b>
Our reference no.	C170625
Shipment	Seafreight / Truckfreight
Origin	Goods of EU / US / Malaysian provenance
Terms of Delivery	DAP Novosibirsk, Russia - (According to INCOTERMS 2010)
Delivery	To be agreed upon
Payment terms	50% DownPayment upon Seller's receipt of Buyer's written purchase order, by bank transfer 15 days of invoice issuance date 40% supplier's notice of goods ready for shipment (CAD) 10% within 10 days net after commissioning and start-up
Bank	Deutsche Bank AG, Neuss, Germany BLZ 300 700 10 – Kto. 9043100 – Swift Code DEUT DE DDBank
Warranty	THE WARRANTY PERIOD IS 12 MONTHS FROM THE DATE WHEN THE RISK OF LOSS OR DAMAGES TO THE GOODS PASSES TO CUSTOMER OR WHEN THE SERVICES ARE RENDERED. IN CASE OF REPAIR ORDERS (NOT UNDER WARRANTY) THE WARRANTY PERIOD IS 6 MONTHS FROM THE DATE WHEN THE REPAIR IS RENDERED. THE WARRANTIES AND REMEDIES PROVIDED IN BUCHER EMHART GLASS GENERAL TERMS & CONDITIONS ARE THE SOLE AND EXCLUSIVE WARRANTIES OF BUCHER EMHART GLASS AND REMEDIES OF CUSTOMER. ALL OTHER WARRANTIES AND REMEDIES ARE EXCLUDED. NORMAL WEAR AND TEAR, DAMAGES CAUSED BY ACCIDENTS, MISHANDLING, FORCE MAJEURE, UNDUE STRAIN OF PRODUCTS, FAULTY OR NEGLIGENT CONDUCT AND/OR NON-COMPLIANCE WITH OPERATION AND MAINTENANCE INSTRUCTIONS OF BUCHER EMHART GLASS ARE EXCLUDED FROM THE WARRANTY
Conditions of Sale	Bucher Emhart Glass General Terms and Conditions apply Any customer terms and conditions are hereby expressly rejected. Orders & Contracts shall not be effective until BUCHER EMHART GLASS has issued a written confirmation of the Order & Contract.

ANY OFFER OR CONFIRMATION OF ORDER BY BUCHER EMHART GLASS CONTAINED IN THIS DOCUMENT IS CONDITIONAL UPON YOU EXPLICITLY OR IMPLICITLY ACCEPTING THAT, TO THE EXTENT PERMITTED BY THE APPLICABLE LAW BUCHER EMHART GLASS'S TOTAL LIABILITY UNDER THIS QUOTE IS LIMITED TO AN AMOUNT OF TEN PERCENT OF THE PRICE OF THE QUOTE. IN CASE OF SEPARATE SERVICES, THE LIABILITY FOR SERVICES IS LIMITED TO THE VALUE OF SUCH SERVICES. IN NO EVENT, HOWEVER TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, SHALL BUCHER EMHART GLASS BE LIABLE TO INDEMNIFY OR OTHERWISE COMPENSATE YOU OR ANY THIRD PARTY FOR LOST PROFITS, LOST BUSINESS, GOODWILL, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, OR FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES

**Technical  
Documentation**

Standard Distribution of manuals includes 1 printed version and 1 CD (containing the electronic version of the manual) by equipment will be shipped with each order.

**Delivery Information**

The delivery date for the equipment described is based on the following assumptions:

- The Down Payment or Letter of Credit is received within two (2) weeks of receipt of the customer purchase order, or the signed contract.
- The Confirmation of the basic Technical Specification for Equipment is agreed upon within two (2) weeks of receipt of the customer purchase order or the signed contract.
- The Final detailed Technical Specification for Equipment, including for example, Accessories, cable lengths etc., are agreed upon at least sixteen (16) weeks before the planned assembly start of the equipment described.  
The assembly start time will be communicated to the customer within two (2) weeks of receipt of the Down Payment or the Letter of Credit as described above.
- The Customer has completed, signed and returned to Bucher Emhart Glass the Declaration about Limitation of Liability (see last page of this document) at the latest with Bucher Emhart Glass' receipt of Customer's purchase order.

**Failure to meet the above requirements may lead to delays in the agreed shipment time for the Equipment offered in this Quotation.**

## HEALTH & SAFETY OBLIGATIONS

Bucher Emhart Glass recognizes its responsibility regarding Health, Safety and Environmental requirements pertaining to its operations, products, services and activities. This responsibility ranks equal with other functions including all production, commercial and financial aspects of the business, and Bucher Emhart Glass understands that it is imperative that these areas of business management be an integral part of the corporate governance.

All activities, services and delivered products will comply with and adhere to the organisations corporate and local policies along with local requirements stipulated by its customer. Safe working practices will be adhered to during all work activities. The required actions and control implementation for minimization and/or elimination of identified risks will be applied and communicated to the parties concerned.

Bucher Emhart Glass Corporate and locally legislated safe working hours for on site work will be adhered to so that safe working practices are maintained. Additional safety precautions may be applied if deemed necessary by the respective Bucher Emhart Glass representative carrying out the task.

The Customer is required to:

1. Ensure that safety management requirements on site are understood and communicated to the Bucher Emhart Glass representatives before work commences.
2. Ensure that the workplace and environment are in a safe condition.
3. Maintain required plant and machinery in safe working order.
4. Comply with regulations covering control of substances hazardous to health regarding material storage, handling and usage.
5. Appropriate manual handling equipment and provisions are made available for use by required personnel.
6. Provide adequate first aid facilities and responsible, trained persons.
7. Identify and communicate the implemented on-site emergency action plans.
8. Provide adequate welfare facilities.
9. Ensure required personal protective equipment (PPE) requirements are communicated on the work site.
10. Implement required controls to eliminate hazards caused by electrical equipment, noise, radiation, flammable or explosive areas and substances.
11. Provide Health and Safety supervision and instruction as required.
12. Communicate any developing or evident non-operational risks including but not limited to, wars, critical and political situations or circumstances that may affect the safety of Bucher Emhart Glass representatives.

Both the Customer and Bucher Emhart Glass have responsibilities for Health and Safety matters at the worksite. The Customer must take charge of the operation being carried out within its facility with regards to Health and Safety coordination, application and control to ensure that the requirements for Health and Safety of the work site are met, the local legislation is identified, complied with and communicated. Additionally, the Customer must ensure that the safety requirements specified by the Bucher Emhart Glass product documentation are fully understood and complied with.

If the requirements for Health and Safety are not met, Bucher Emhart Glass shall be entitled to refuse to provide services which require the presence of Bucher Emhart Glass representatives on site until the requirements are met.

Any loss, cost, damage or expenses resulting from non-compliance of Health and Safety regulations or instructions caused by the Customer shall be borne by Customer.

Official correspondence and H&S related documents can only be accepted, approved and signed by Bucher Emhart Glass when provided in English language.

In case of contradiction between the English version and any alternative version, English language would prevail.

## **GENERAL TERMS AND CONDITIONS OF DELIVERY AND SERVICE**

### **1 Conclusion of Contract**

- 1.1 Proposals and quotations by Emhart Glass SA ("Bucher Emhart Glass" or "BEG") are non-binding.
- 1.2 The Contract (the "Contract") shall become effective only upon Customer's (the "Customer") receipt of BEG's written order acknowledgement.
- 1.3 Customer's terms and conditions do not apply, even if not expressly rejected by BEG, and the Contract shall be governed solely by the Contract itself and its appendices, the order acknowledgement and BEG's General Terms and Conditions of Delivery and Service.
- 1.4 The sales companies and other agents of BEG are not authorised to contract in their own names.
- 1.5 Information, advice, approvals, instructions or cost projections given by BEG's sales personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect BEG's or Customer's rights and obligations hereunder unless an explicit statement of such intention to be bound is set forth in writing.

### **2 Scope**

- 2.1 The products and services are exhaustively specified in the order acknowledgement and the appendices thereto. BEG shall be entitled to make any changes which lead to improvements provided such changes do not result in a price increase.
- 2.2 All descriptions of the products and services contained in BEG's catalogue, on its website or otherwise communicated in any form to Customer (including, without limitation, dimensions, capacities, weights, preference ratings and other data, such as the date and duration of installation, repairs or service) are approximate only and shall not bind BEG unless otherwise agreed in writing.

### **3 Engineering and Site Conditions**

- 3.1 It is Customer's sole responsibility to choose the product(s) and to determine whether BEG's products (according to their specifications) meet Customer's needs. Unless otherwise agreed in writing, BEG does neither warrant nor otherwise guarantee the compatibility of its products with Customer's equipment and means of production (such as products of other manufacturers, special raw materials, etc.).
- 3.2 It is Customer's sole responsibility that the conditions at its facility or at any other site where the installation, commissioning, use and maintenance of BEG's products is performed are in line with any applicable law.

### **4 Prices, Terms of Payment**

- 4.1 Unless otherwise agreed in writing, BEG's prices are net EXW (Incoterms 2010), in freely available EUROS without any deduction whatsoever.
- 4.2 Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export transit, import and other permits, as well as for certifications, shall be borne by Customer. Likewise, the Customer shall bear any and all taxes, fees, levies, customs, duties and the like which are levied out of or in connection with the Contract, or shall refund them to BEG against adequate evidence should BEG be liable for them.
- 4.3 Unless otherwise agreed in writing, each invoice is due and payable in full within 30 days of the date of the respective invoice. Late payment will automatically trigger default and Customer shall pay interest (5% p.a.), no notice being required.
- 4.4 Bills of exchange and cheques are only accepted upon special arrangement with BEG and free of any expenses and bank charges to BEG. They release Customer only to the extent such cheques or bills of exchange are honored by BEG's bank.
- 4.5 If the advance payment or the contractually agreed securities are not provided in accordance with the terms of the Contract, BEG is entitled to adhere to or to terminate the Contract, and shall in both cases be entitled to claim damages.
- 4.6 If the Customer is in delay with a further payment, or if BEG is seriously concerned that it will not receive payments in total or in due time because of circumstances having taken place since entering into the Contract, BEG, without being limited in its rights provided for by law, shall be entitled to refuse further performance of the Contract and to retain the product readily for dispatch until new terms of payment and delivery will have been agreed and until BEG will have received satisfactory securities. If such an agreement cannot be reached within a reasonable time, or in case BEG does not receive adequate securities, BEG shall be entitled to terminate the Contract.

### **5 Delivery, Transfer of Risk, Retention of Title**

- 5.1 All dates and periods for BEG's deliveries and services are binding only if confirmed in writing by BEG and if Customer has provided the information and documents required for executing such deliveries or services and has duly performed all of its obligations and responsibilities. Delivery and performance periods shall commence on the date of the order acknowledgement or upon receipt by BEG of the agreed advance payment. In the event of changed or supplemental orders or delayed payment, these periods shall be extended accordingly.
- 5.2 Customer must carry out all necessary and reasonable preparations for BEG's performance under the Contract. Customer shall ensure that the work can promptly commence following the arrival of the BEG technicians and can be conducted without interruption, unless an interruption has been agreed to by the Parties in advance.
- 5.3 Events beyond BEG's control (such as, but not limited to, force majeure, labour disputes, measures by authorities etc. as well as any event within Customer's or third parties' control) hindering BEG to properly perform shall release BEG from its obligation to timely deliver its products or render its services for the duration of such events. The periods of delivery and performance shall be

extended accordingly. If the end of such events is not reasonably foreseeable or if such disturbance lasts for more than two months, BEG may terminate the Contract. In case of termination, BEG shall be paid for all services rendered and for all equipment delivered. For the avoidance of doubts, force majeure under this section 5.3 means any event rendering the further performance of the contractual obligations impossible, such as fire, explosion, natural disasters, epidemics, mobilisation, requisition, war, insurrection, embargoes, boycott, lack of transportation and the like, regardless of whether such events affect BEG or its sub-suppliers.

- 5.4 Section 5.3 shall also apply to cases of hardship affecting BEG or its sub-suppliers. Hardship means any event affecting BEG or its sub-suppliers rendering the continuing performance of the contractual duties excessively onerous without their fault.
- 5.5 If BEG is in default for reasons within BEG's control for more than one month, Customer may, upon the elapsing of a grace period of at least 30 days, rescind the Contract. Customer shall have no further rights in connection with such default other than the foregoing, except in case where such default was due solely to BEG's gross negligence or intentional conduct. If a penalty for late delivery has been expressly agreed upon by the parties in writing and in advance, such amount shall constitute liquidated damages and no additional compensation shall be due, irrespective of the amount of actual damage.
- 5.6 If Customer fails to take delivery, is in default of payment or is otherwise in breach of its duties to co-operate with BEG, BEG shall be entitled to store the goods in a reasonable manner at Customer's sole risk and expense. Customer is liable for all costs caused by its failure to take delivery, default in payment or other breach; provided that such costs shall not be less than 0.3% of the total Contract price per week and shall not exceed a maximum of 5% of the total Contract price per calendar year. In addition to, and not in lieu or limitation of, any other rights it may have, BEG shall be entitled to terminate the Contract if Customer has failed to take delivery, to perform its obligations, to co-operate with BEG or to pay any amount due within a reasonable grace period. BEG is entitled to withhold delivery at Customer's sole risk and expense until all payments have been received by BEG.
- 5.7 BEG may make partial delivery, and each delivery may be treated separately for the purpose of invoicing.
- 5.8 Unless otherwise agreed in writing, the risk of loss or damages to the goods shall pass on the date BEG issues notice to Customer that the shipment is ready for delivery to Customer at the agreed place or, if no place has been agreed, at BEG's production plant.
- 5.9 Delivered products shall remain the property of BEG until Customer has fully paid for all such products. Customer is obliged to assist BEG in taking any measures necessary to protect BEG's title to the product(s) in the country concerned. The retention of title shall not affect the passing of risk under section 5.8.

## **6 Warranty for Installation Work, Repairs and Other Services**

- 6.1 BEG warrants to Customer that at the time of delivery to Customer the products delivered and the services rendered (a) conform in all material respects to the specifications set out in the Contract and its appendices and (b) are free from material defects in workmanship and material.
- 6.2 Normal wear and tear, as well as any damages caused by accidents, mishandling, force majeure (as defined in section 5.3), hardship (as defined in section 5.4), undue strain of the products, faulty or negligent conduct and/or non-compliance with the operation and maintenance instructions of BEG shall be excluded from the above warranty. All works on the products such as repairs and/or alterations carried out by Customer or any third party without prior written consent by BEG are excluded from BEG's warranty.
- 6.3 The warranty period for the products supplied and the services rendered by BEG shall be twelve (12) months from the date when the risk of loss or damages to the goods passes to Customer (section 5.8) respectively when the services were rendered. The warranty period for repaired or replaced parts or rendered services shall be the later of the unexpired part of initial warranty period or three (3) months from delivery/rendering of the respective part(s) or service(s). In case of repair orders (not under warranty) the warranty period shall be six (6) months from the date when the repair is rendered.
- 6.4 Customer shall examine delivered or repaired products and rendered services without delay and shall notify open defects to BEG within five (5) days after delivery/rendering. Should Customer discover hidden defects during the warranty period it shall notify them to BEG within five (5) days upon such discovery. In both cases (open and hidden defects) Customer shall make the notification in writing and shall duly substantiate the alleged claim. If Customer does not observe the notice periods or does not duly substantiate the respective claim, it loses, subject to mandatory law, any and all claim against BEG in relation to such claim.
- 6.5 If a warranty claim has been duly notified within the warranty period and if any part of the product(s) or service(s) are found to be defective demonstrably as a result of BEG's breach of warranty BEG shall, at its own expense and at its own choice, repair or replace such defective part(s) or render the proper service(s). Replaced parts shall become BEG's property.
- 6.6 Should BEG fail to comply with Section 6.5 within 30 days upon receiving Customer's notice, Customer may either (1) extend the time period or (2) have the defective part(s) repaired or replaced respectively the service(s) rendered by a third party at the expense of BEG. Customer shall inform BEG of the chosen option immediately. Otherwise BEG will not reimburse Customer for such expenses. Rescission is excluded in any case.
- 6.7 The remedies provided for in this section 6 shall be the sole and exclusive warranty of BEG and the sole remedies of Customer, to the extent permitted by law. All other warranties and remedies, express or implied, whether by law, in any communication with Customer, or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are waived and excluded.



**7 Limitation of Liability**

- 7.1 To the extent permitted by the applicable law BEG's total liability under the Contract (including its liability under section 6) shall be limited to an amount of ten percent (10%) of the contract value.
- 7.2 In case of separate services, the liability for services is limited to the value of such services.
- 7.3 In no event, however to the extent permitted by the applicable law, shall BEG be liable to indemnify or otherwise compensate Customer or any third party for lost profits, lost business, goodwill, the cost of procurement of substitute goods, or for any consequential or indirect damages. This limitation applies even where BEG has been advised of the possibility of such damage and notwithstanding the failure of the essential purpose of any limited remedy stated herein.

**8 Consequences of Termination or Rescission**

- 8.1 Should BEG terminate or rescind on grounds for which Customer is wholly or partially responsible, BEG may demand compensation for any loss and for all expenses incurred. Such demand for compensation shall be in addition to, and not in lieu or limitation of, any right of BEG to assert further claims.

**9 Indemnity**

- 9.1 Should Customer sell any BEG products in an unchanged state or following union, mixture or confusion with other goods, Customer shall indemnify and defend BEG against, and hold BEG harmless from, any product liability claims of third parties.
- 9.2 Customer shall indemnify and defend BEG against, and hold BEG harmless from, any and all claims of any third parties - particularly for the infringement of intellectual property rights - in connection with the performance of the Contract by BEG, unless BEG is responsible for the grounds giving rise to the claim of the third party.

**10 Intellectual Property and Confidentiality**

- 10.1 BEG's intellectual property rights and its know-how such as drawings, software, technical documents (including, but not limited to, assembly and subassembly drawings, manuals and mold design data), submitted to Customer prior or subsequent to the date of the Contract shall remain the exclusive property of BEG, may not, without BEG's express written consent, be copied, reproduced, transmitted or communicated to a third party, and may be used only for installation, commissioning, operation and maintenance within the limits of normal use. BEG grants Customer a non-exclusive royalty-free licence to use such BEG know-how solely to the extent necessary for Customer to install, operate and maintain BEG equipment at the Customer's facility(ies).
- 10.2 Software supplied with BEG products, whether provided in transportable media or embedded within the products, is BEG's copyrighted property. The ownership of the software shall at all times remain with BEG. Customer is granted a non-exclusive right to use the software only in the equipment BEG designates. Unless being supplied with associated products, no software, regardless of the form in which it is embodied when received by Customer, shall be made available to others without BEG's prior written authorisation. Customer may duplicate software solely for the purpose of creating archival or backup copies. Customer shall make no attempt to decompile or otherwise reverse engineer the software. In the event Customer makes an unauthorised use, duplication or transfer of any software, BEG may terminate the right granted to Customer under this section and Customer shall, upon and in accordance with BEG's request, return or destroy all copies of the software then in its possession. This right to terminate shall be in addition to, and not in lieu or limitation of, BEG's other rights and remedies for unauthorised use, duplication or transfer, including BEG's right to seek damages for same.
- 10.3 Customer's obligations set forth in sections 10.1 and 10.2 shall survive any termination or rescission of these General Terms and Conditions or any other agreement between BEG and Customer.

**11 Patent Disputes**

- 11.1 Both parties shall co-operate in patent disputes caused by alleged infringement of patents by BEG's products. BEG shall defend and pay amounts finally awarded by a court of competent jurisdiction or any settlement claims approved by BEG up to the amount of the purchase price of the products purchased by Customer or of those parts of the products purchased by Customer which are directly the subject of the action for infringement of patent. Customer waives all further claims in respect thereof.
- 11.2 Should Customer prescribe how BEG is to produce the products to be delivered by it through specific instructions, information, documents, drafts or drawings, Customer shall warrant to BEG that no third-party rights such as patents, utility models or other proprietary rights or copyrights are infringed. Customer shall indemnify and defend BEG against, and hold BEG harmless from, all claims by third parties asserted against BEG due to or in connection with such infringements.

**12 Labour Standards, Safety and Compliance with Local Law**

- 12.1 BEG represents that, with respect to the production of products and/or the performance of the services rendered under the Contract, BEG fully complies with the applicable labour standards.
- 12.2 Both the Customer and BEG have responsibilities for Health and Safety matters at the worksite. Customer will at least meet the minimum requirements for health and safety of the work site as set out in BEG's health and safety policy. If these minimum requirements for health and safety are not met, BEG shall have the right and the obligation to refuse to provide any services which require the presence of BEG's staff on site until these minimum requirements are met. Any costs, damages or other expenses in connection with Customer failing to comply with these minimum requirements not being met shall be borne by Customer.

- 12.3 For services which require the presence of BEG's staff on site, Customer will provide at its own cost any local support which is necessary or useful to obtain the necessary visas, work permits, tax clearances and other permissions required under applicable law for such services. Notwithstanding any other provision of these General Terms and Conditions or other contractual obligations and provided that BEG has started in a timely manner its efforts to obtain the necessary visas, permits etc., any delay of BEG's performance which is due to visas, permits etc. not being issued on time, is deemed to be a matter of force majeure.
- 12.4 Notwithstanding any other provision of these General Terms and Conditions or other contractual obligations, BEG is under no obligation whatsoever to provide any services which make it necessary to send staff to regions for which the Swiss Ministry of Foreign Affairs and/or the US Department of State has issued a travel warning pursuant to which people are advised not to travel to such regions. Any such travel warning is deemed to be a matter of force majeure.

**13 General Provisions**

- 13.1 Amendments, supplements, or any side agreement to the Contract or to these General Terms and Conditions of Delivery and Service (including this provision) must be in writing signed by authorised representatives of both parties.
- 13.2 Should a provision of the Contract or these General Terms and Conditions of Delivery and Service be fully or partially invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be deemed to have been replaced by such valid provision as comes closest to having the economic effect of the invalid provision.
- 13.3 Customer is not entitled to assign its claims under the Contract governed by these General Terms and Conditions.
- 13.4 Customer is not entitled to set off any claims it might have against BEG with claims BEG has against Customer. Furthermore, Customer is not entitled to retain payments in case Customer deems BEG in default.
- 13.5 Where specific remedies are provided for in these General Terms and Conditions, other remedies BEG might have under applicable law are reserved and not precluded by such specific remedies.

**14 Governing Law and Jurisdiction**

- 14.1 The Contract and any dispute arising therefrom are governed by and construed in accordance with the laws of Switzerland, regardless of the conflict of laws principles of that or any other jurisdiction.
- 14.2 The UN Convention on Contracts for the International Sale of Goods is not applicable.
- 14.3 **Exclusive place of jurisdiction shall be Zurich/Switzerland.**
- 14.4 Each party, notwithstanding the provisions of section 14.3, is entitled to seek injunctive relief at any time in any court of competent jurisdiction.

# DECLARATION

In connection with the business relationship established by Supplier's quotation no \_\_\_\_\_ (*please insert number*) including – if any – all subsequent revisions and modifications thereto (herein referred to as the "Quotation"), Customer's purchase order (based on the Quotation) and Supplier's order acknowledgment (all these documents herein collectively referred to as the "Contract"),

between

\_\_\_\_\_ (*please insert legal entity*), having its  
registered address at

\_\_\_\_\_ (*please insert registered address incl. country*) (herein referred to as the "Customer"),

and

**Emhart Glass SA**, having its registered address at Hinterbergstrasse 22, CH-6312 Steinhausen, Switzerland (herein referred to as the "Supplier"),

the Customer agrees to and irrevocably accepts the following:

## **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SUPPLIER AND ITS AFFILIATES BE LIABLE TO THE CUSTOMER, CUSTOMER'S AFFILIATES OR ANYONE ELSE, UNDER THE CONTRACT AND RELATED DOCUMENTS, OR BY REASON OF ANY GOODS OR SERVICES FURNISHED THEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, HOWSOEVER AND WHATEVER THE CAUSE MAY BE, FOR LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF ANTICIPATED SAVINGS, LOSS OF CONTRACTS, GOODWILL, BUSINESS INTERRUPTION OR INCREASED COSTS OF OPERATION, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN WHERE THE CUSTOMER OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Note: The Customer shall sign this document and fill in the details at the prescribed positions below. Hereby, the Customer agrees to and irrevocably accepts (i) the above "LIMITATION OF LIABILITY", and (ii) that the above "LIMITATION OF LIABILITY" prevails over all other terms and conditions contained in Customer's purchase order or any other document.

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

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Signature