

General Terms and Conditions of Uhlmann Pac-Systeme GmbH & Co. KG

I General Terms and Conditions of Delivery

§ 1 General information

(1) All deliveries and services of Uhlmann Pac-Systeme GmbH & Co. KG (hereinafter "Uhlmann") are subject to these General Terms and Conditions of Delivery and any separate contractual agreements. Deviating, opposing or supplementary terms and conditions of the Purchaser shall only be components of the contract if Uhlmann has expressly consented to their application. This consent requirement always applies, e.g. even if Uhlmann makes the delivery to the Purchaser without reservation despite being aware of its terms and conditions.

(2) Place of performance for both parties and for all claims under the contract is Laupheim (Federal Republic of Germany). Customary commercial clauses (such as FCA Laupheim) shall be construed on the basis of the definitions of the International Chamber of Commerce applicable at the time when the contract is concluded.

(3) Unless otherwise stated in Uhlmann's offers, all offers are subject to change and non-binding. In cases where there is no special agreement, a contract shall be deemed concluded when Uhlmann issues the order confirmation in writing. The written form requirement for the order confirmation shall also be deemed met if the order confirmation is transmitted in text form by way of remote data transmission (e.g. e-mail) or fax.

(4) Orders shall be deemed to be binding offers from the Purchaser to contract. Unless otherwise clear from the order, Uhlmann is entitled to accept this offer to contract within 14 days from when Uhlmann receives the offer.

(5) The Purchaser shall ensure that electronic orders are only transmitted by employees of the Purchaser who have been authorised to do so.

(6) Documents such as images, drawings, sketches and other representations as well as measurements, weights and output data are for illustration purposes only. They are not binding for purposes of construction and technical performance; Uhlmann reserves the right to determine the construction and design.

(7) Uhlmann reserves title and copyright in drawings, documentation, samples, cost estimates and other documents. They may not be reproduced or made accessible to third parties without Uhlmann's consent.

(8) Individual agreements concluded with the Purchaser in the individual case (including collateral, supplementary and amendment agreements) shall always take precedence over these General Terms and Conditions of Delivery. A written contract or Uhlmann's written confirmation shall be decisive for determining the content of such agreements unless there is counter-evidence.

(9) Declarations and notices which are significant from a legal point of view and which must be submitted to Uhlmann by the Purchaser after conclusion of the contract (e.g. deadlines, notices of defects, rescission declarations or price reductions) must be in writing to be valid.

§ 2 Delivery period, delay in delivery, force majeure

(1) The delivery period shall be agreed individually between the parties. Where there is no agreement, Uhlmann shall state the delivery period when it accepts the order.

(2) In order for delivery periods to be met, all technical and commercial details must have been clarified and the Purchaser must have complied with all of its duties, such as making an advance payment or supplying Uhlmann on time, for the purpose of test runs, with packaging material or Purchaser-specific format parts in accordance with section 6(2) of these General Terms and Conditions of Delivery. If this is not the case, the delivery period shall be extended by a reasonable period. This shall not apply if Uhlmann is responsible for the delay.

(3) Compliance with the agreed delivery periods is subject to Uhlmann itself receiving correct and timely delivery from its own suppliers.

(4) Where no formal acceptance of the delivery item has been agreed, an agreed delivery period shall be deemed met if the delivery item has left Uhlmann's plant by expiry of the delivery period or the Purchaser has been informed that the delivery item is ready for dispatch. Where acceptance has been contractually agreed - apart from where the Purchaser is entitled to refuse acceptance - the contractually-agreed acceptance date shall be decisive or, alternatively, when Uhlmann announces that the item is ready for acceptance.

(5) If the delivery period is not met as a result of force majeure, labour disputes or other events which are not under Uhlmann's control, Uhlmann shall be released from its duties of performance for the duration of the event and the delivery period shall be extended by a reasonable period. Uhlmann shall inform the Purchaser of the beginning and end of such circumstances as soon as possible.

(6) If Uhlmann is responsible for a delay in delivery totalling more than 4 weeks and the Purchaser suffers damage as a result, the Purchaser shall have a right, from the 5th week of such a delay, to claim a fixed amount of compensation for the delay. This shall be 0.5 % per full calendar week of the delay but a maximum of 5 % of the total value of the respective part of the entire delivery which cannot be used on time or for its contractual purpose as a result of the delay. There shall be no right to claim further compensation on grounds of the delay.

§ 3 Delivery, passage of risk, acceptance, default of acceptance

(1) Unless there is an individual agreement to the contrary, the risk shall pass to the Purchaser once the delivery item has left Uhlmann's plant; this also applies to part-deliveries and where Uhlmann has agreed to provide other services, e.g. to pay for the shipping costs or to provide delivery and assembly. Unless otherwise agreed, the duties to ensure that the delivery item is safely loaded, stowed and secured for shipment and the duties relating to unloading lie with the Purchaser or its carrier, forwarding agent or party collecting the delivery item.

(2) The Purchaser shall be responsible for transporting the delivery item to its final destination in the factory as a matter of principle. The customer must ensure that suitable lifting means are available on time for transporting the machine. Where the parties have agreed that Uhlmann will transport the delivery item to its final destination in the factory, the machine including all of its component parts shall be unloaded from the lorry by a shipping company commissioned by Uhlmann, placed on heavy duty casters, transported to the assembly point and put into position. Unless otherwise agreed between the parties, all of the auxiliary aids (crane, fork lift truck and heavy duty casters) required for this purpose must be provided on time by the Purchaser. If the parties have agreed that Uhlmann is to transport the delivery item to its final destination in the factory, the Purchaser shall especially ensure that (i) the place of assembly is free from obstacles, (ii) that, where air cushions are being used, the distance the machine must be transported does not exceed 30m and (iii) the transportation route is flat, in one piece and free from interfering contours. The scope of delivery does not include lifting the delivery item again at the assembly point (owing to a pedestal, for example) with a special crane.

(3) Where formal acceptance has been agreed, this must take place without delay at the agreed time or, alternatively, once Uhlmann has notified the Purchaser that the delivery item is ready for acceptance. The Purchaser may not refuse acceptance on grounds of an insignificant defect providing that Uhlmann expressly acknowledges its duty to remedy the defect. The statutory provisions of the law on contracts for work and services apply accordingly where formal acceptance has been agreed. If the Purchaser is in default with acceptance, this shall be regarded as being equivalent to handover/acceptance.

(4) If dispatch or acceptance is delayed or does not take place as a result of circumstances for which Uhlmann is not responsible, the risk of accidental loss or accidental deterioration of the delivery item shall pass to the Purchaser at the latest from the day on which Uhlmann notifies the Purchaser that the delivery item is ready for dispatch/acceptance.

(5) If dispatch/acceptance of the delivery item is delayed for reasons for which the Purchaser is responsible, if the Purchaser fails to perform an act of cooperation or if the delivery or acceptance is delayed for other reasons for which the Purchaser is responsible, Uhlmann shall have a right to claim compensation for the damage it suffers in this respect, including any additional expenses. Without prejudice to any further claims, after fruitless expiry of a reasonable subsequent period, Uhlmann can dispose of the delivery item in another manner; in particular, it may store the delivery item at the cost and risk of the Purchaser and/or extend the delivery period for delivery to the Purchaser by a reasonable amount of time.

(6) Part-deliveries are permitted in cases where the Purchaser can reasonably be expected to accept such.

§ 4 Prices and terms of payment

(1) All prices are without discounts or other reductions ex works Laupheim and include packaging, carriage and insurance; the statutory value added tax is payable on top.

(2) If special commissions require the use of new technology or methods and additional costs result from this, Uhlmann has the right to require an adjustment of the agreed prices in line with the modified costs; delivery dates and conditions of payment must be agreed again accordingly. This provision only applies if the order confirmation expressly refers to this possibility. In this case, the technology which is the basis of the original price shall be described in the order confirmation.

(3) After expiry of the agreed payment periods, Uhlmann has a right to charge interest equivalent to the interest on borrowings charged by its bank; the Purchaser is entitled to prove that Uhlmann did not suffer any

General Terms and Conditions of Uhlmann Pac-Systeme GmbH & Co. KG

I General Terms and Conditions of Delivery

damage as a result of its delay or that the damage incurred was considerably lower than the fixed amount. Uhlmann shall only provisionally accept payment instructions, cheques, bills of exchange and other means of payment; these shall only be finally accepted once the amount in question has been credited to Uhlmann's bank account. Discounting and pro-longing bills of exchange does not equate to performance.

(4) If the Purchaser does not make a payment which is due or otherwise defaults on payment, Uhlmann can set it a reasonable period for payment together with a threat of termination of the contract for the event that the period should fruitlessly expire; the setting of such a period shall also be deemed to be a warning notice within the meaning of section 286 of the German Civil Code (*Bürgerliches Gesetzbuch*). If the Purchaser does not make payment by expiry of this period, Uhlmann can terminate the contract and dispose of the delivery item in another manner. In the case of such a termination, Uhlmann can demand the full purchase price. Payments already made as well as the value of those components which can be used in another manner without having to modify them shall be deducted. If the conduct in breach of contract by the Purchaser is the result of force majeure, Uhlmann can only demand the costs incurred up until termination as well as the costs it can no longer avert. Further-reaching statutory rights and claims (e.g. compensation claims in the case of a culpable breach of duty by the Purchaser) remain unaffected.

(5) If it becomes apparent after conclusion of the contract that the claim to the purchase price is at risk owing to the Purchaser's inability to make the payment (e.g. if an application is filed for insolvency proceedings to be commenced), Uhlmann is entitled to rescind the contract in accordance with the statutory provisions on refusal of performance, after setting a deadline for payment where appropriate (section 321 of the German Civil Code). In the case of contracts for the manufacture of individual tailor-made items, Uhlmann can rescind the contract immediately; the statutory provisions regulating when there is no requirement to set a deadline remain unaffected.

(6) The Purchaser shall only be entitled to rights of offset and rights of retention if its claim has been established with binding legal effect or is not disputed. In the case of defects relating to the delivery, the Purchaser's counterclaims, especially in accordance with section 7 of these General Terms and Conditions of Supply, shall remain unaffected.

§ 5 Retention of title

(1) Uhlmann shall retain title in the delivery items sold until full payment of all of Uhlmann's current and future claims under the purchase contract and any on-going business relationship (secured claims).

(2) The delivery items subject to retention of title may neither be pledged to third parties nor handed over as security until the secured claims have been paid in full. The Purchaser shall inform Uhlmann without delay in writing if an application is filed for commencement of insolvency proceedings or to the extent that third parties gain access to the delivery items belonging to Uhlmann (e.g. attachments).

(3) In the event of a breach of contract by the Purchaser, in particular in the case of default with payment, Uhlmann shall have a claim for surrender of the delivery items. The claim for surrender does not simultaneously include a declaration of rescission; instead, Uhlmann is entitled to merely request that the delivery items be surrendered and to reserve the right to rescind the contract. If the Purchaser does not pay the purchase price when it is due, Uhlmann may only assert these rights if Uhlmann has first set the Purchaser a reasonable deadline for payment which has fruitlessly expired or if the statutory provisions do not require Uhlmann to set such a deadline.

(4) If the law of the country in which the delivery item is located does not permit a right of retention of title but permits the vendor to reserve other rights in the delivery item, Uhlmann may exercise all rights of this sort. The Purchaser shall cooperate with the measures which Uhlmann wants to take in order to protect its right of title - or another right in the delivery items in place of the right of title.

§ 6 Scope of function and function tests

(1) Where agreed between Uhlmann and the Purchaser, the delivery items shall be tested before delivery. Unless there is an individual agreement with the Purchaser to the contrary, the only products owed are products which can be used to process packaging materials customary on the market, of the size and quality set out in the specification.

(2) If, on the basis of a separate agreement with the Purchaser before delivery of the delivery items, a function test at Uhlmann with original customer packaging material and original Purchaser products or Purchaser-specific format parts has been agreed, placebo material of the Purchaser shall be used for the test as a matter of principle. The placebo material provided for testing purposes must be identical in terms of quality, size,

behaviour, appearance and conditions to the active original product. Active material of the Purchaser for testing purposes may only be used if there is prior express written consent to use of such material in test operations by Uhlmann. Before supplying testing material to Uhlmann, the Purchaser must submit a handling certificate. For the supply of testing material, the Purchaser must observe Uhlmann's corresponding supply specifications (*Delivery specification for testing material*). Uhlmann shall only be responsible for the fate and disposal of the testing material provided to the extent expressly stated in the order confirmation.

§ 7 Claims for defects

Uhlmann shall be liable as follows for material and legal defects excluding other claims - unless otherwise provided for in section 8 - as follows:

Material defects

(1) The Purchaser's claims for material defects are subject to it having complied with its statutory duties of inspection and to make a complaint if it finds a defect (sections 377, 381 of the German Commercial Code (*Handelsgesetzbuch*)). If a defect is discovered on inspection or at a later time, Uhlmann must be informed of this in writing without delay. Irrespective of this duty of inspection and to make a complaint, the Purchaser shall notify Uhlmann in writing of apparent defects (including wrong and short delivery) within two weeks of delivery, whereby sending the notification by the deadline shall be sufficient for timely notification. If the Purchaser fails to properly inspect the goods or to make a complaint, Uhlmann's liability is excluded in relation to the defect of which it was not notified.

(2) Uhlmann shall not provide a warranty for material defects if

- a) packaging material and products of the Purchaser to be packaged do not meet the agreed requirements;
- b) the Purchaser changes the delivery item (section 7(9)) remains unaffected);
- c) the delivery item was installed or put into operation in a manner which does not correspond to Uhlmann's instructions;
- d) Uhlmann's operating and maintenance instructions were not followed or the delivery item was handled improperly in another manner;
- e) Uhlmann was not given a reasonable opportunity or amount of time to remedy the defect;
- f) the defect is the result of ordinary wear and tear.

(3) Uhlmann shall not provide a warranty for defects which result from measures or constructions which the Purchaser expressly requested or from materials or products which the Purchaser provided or the use of which the Purchaser expressly requested despite Uhlmann having pointed out issues with these.

(4) The Purchaser shall inform Uhlmann in due time if the delivery item is to be used in multi-shift operation or will be subjected to unusual circumstances (e.g. of a climatic, regional or operational nature). Should the Purchaser fail to notify Uhlmann accordingly, Uhlmann is under no obligation to provide a warranty for suitability for such use.

(5) If the item delivered is defective, Uhlmann may first choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering an item free from defects (replacement delivery). Uhlmann's right to refuse to provide subsequent performance in accordance with the statutory provisions remains unaffected.

(6) Uhlmann has a right to make the subsequent performance owed subject to payment of the purchase price due by the Purchaser. However, the Purchaser is entitled to retain part of the purchase price which is reasonable for the size of the defect.

(7) The Purchaser must give Uhlmann the time necessary and an opportunity to carry out the subsequent performance; in particular it must hand over the rejected goods for the purpose of examination. In the case of a replacement delivery, the Purchaser shall return the defective item to Uhlmann in accordance with the statutory provisions. Subsequent performance does not include uninstalling the defective item or reinstalling it if Uhlmann did not originally have a duty to install it.

(8) If there really is a defect, Uhlmann shall bear the costs of examination and subsequent performance, especially the costs of transportation, labour and material (not: costs of disassembly and reassembly). Otherwise, Uhlmann can claim compensation from the Purchaser for the costs arising from the unjustified request for the remedy of defects (especially examination and transportation costs) unless the lack of a defect was not apparent to the Purchaser.

(9) In urgent cases, e.g. where there is a risk to operational safety or to ward off disproportionately greater damage, the Purchaser shall have a right to remedy the defect itself and to claim reimbursement of the expenses objectively necessary for this from Uhlmann. Uhlmann shall be informed about any such remedy of defects by the Purchaser itself without

General Terms and Conditions of Uhlmann Pac-Systeme GmbH & Co. KG

I General Terms and Conditions of Delivery

delay and before the work is carried out wherever possible. The Purchaser shall have no right to remedy the defect itself if Uhlmann would have had a right to refuse corresponding subsequent performance in accordance with the statutory provisions. If the Purchaser or a third party does not carry out improvements properly in the framework of the Purchaser's right to remedy the defect itself, Uhlmann shall not be liable for the resulting consequences.

(10) If Uhlmann is unable to carry out subsequent performance to the required quality, the parties shall enter into discussions. To the extent that it is reasonable for the Purchaser, Uhlmann may deliver other delivery items or solutions to satisfy its duty to provide subsequent performance which all have the agreed quality or, where there is no agreement of quality, a quality defined as being free from defects in the legislation (sections 434(1), 633(2) of the German Civil Code).

(11) If subsequent performance fails or if a reasonable deadline to be set by the Purchaser has fruitlessly expired or if the statutory provisions make it unnecessary to set such a deadline, the Purchaser may rescind the contract or reduce the purchase price. However, there shall be no right of rescission for a minor defect.

Legal defects

(12) If use of the delivery item leads to an infringement of industrial property rights or copyrights such as patents or copyrights of third parties, Uhlmann shall, at its cost and as a matter of principle, obtain for the Purchaser the right to continue to use the delivery item or modify the delivery item in a manner which the Purchaser can be reasonably expected to accept so that the property right infringement is remedied. If this is not possible at conditions which are reasonable from a financial point of view or within a reasonable period of time, the Purchaser shall have a right to rescind the contract. Subject to the above-mentioned preconditions, Uhlmann shall also be entitled to a right to rescind the contract. Furthermore, where it is at fault, Uhlmann shall release the Purchaser from claims which are undisputed or which have been established by a court of law by the respective owner of the property right.

(13) The duties of Uhlmann set out in section 7(12) are exhaustive, subject to the provisions of section 8, for cases of property right or copyright infringement.

They shall only exist if

- the Purchaser informs Uhlmann without undue delay of infringements of property rights or copyrights which have been asserted,
- the Purchaser assists Uhlmann to a reasonable extent with defending against the claims asserted or allows Uhlmann to carry out the modification measures in accordance with section 7(12),
- Uhlmann retains the right to take all defence measures including out-of-court measures,
- the legal defect does not result from an instruction from the Purchaser or from the fact that the infringement only results from the Purchaser combining the delivery item with products or services which fall outside of the scope of Uhlmann's delivery and
- the infringement was not caused by the Purchaser modifying the delivery item in an unauthorised manner or using it in a manner not covered by the contract.

(14) Uhlmann does not warrant that the end products manufactured on the delivery item are free from property rights of third parties, including the manufacturing method used.

(15) The Purchaser shall only be entitled to claim compensation or reimbursement of futile expenses in accordance with section 8; such claims are excluded in all other respects.

§ 8 Liability

(1) Unless otherwise provided for in these General Terms and Conditions of Delivery including the following provisions, Uhlmann shall be liable for breaches of contractual and non-contractual duties in accordance with the statutory provisions.

(2) Uhlmann shall be liable for compensation, irrespective of the legal basis, in the framework of fault-based liability for intent and gross negligence. In the case of simple negligence, Uhlmann shall only be liable, subject to a milder standard of liability, in accordance with the statutory provisions (e.g. for care in its own matters)

- a) for damage caused as a result of injury to life, body or health,
- b) for damage arising from a significant breach of an essential contractual duty (obligation which must be performed in order for the contract to be properly performed at all and on the observation of which the contracting partner regularly relies and is entitled to rely); however, in this case Uhlmann's liability is limited to compensation for foreseeable typical damage.

(3) Any liability under the aforementioned provision for foreseeable damage which typically results is limited to the cover amounts of Uhlmann's third party/professional indemnity insurance policy.

(4) The limitations of liability resulting from the aforementioned provisions also apply to breaches of duty by or in favour of persons for whose conduct Uhlmann is responsible in accordance with the statutory provisions. They do not apply to the extent that Uhlmann maliciously concealed the defect or provided a warranty for the quality of the goods or to claims of the Purchaser under the German Product Liability Act (*Produkthaftungsgesetz*).

(5) The Purchaser may only rescind or terminate the contract on grounds of a breach of duty, which does not consist in a defect, if Uhlmann is responsible for the breach of duty. The Purchaser shall have no free right of termination (especially in accordance with sections 651, 649 of the German Civil Code). In all other respects, the statutory provisions and legal consequences apply.

§ 9 Limitation period

(1) Deviating from section 438(1) no. 3 of the German Civil Code, the general limitation period for claims for material and legal defects is one year from delivery. Where formal acceptance is agreed, the limitation period shall begin on acceptance.

(2) However, if the goods are a building or an item which, in accordance with its customary use has been used for a building and has caused it to be defective (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provisions (section 438(1) no. 2 of the German Civil Code). Further special statutory provisions on limitation (especially section 438(1) no. 1, (3), sections 444, 479 of the German Civil Code) remain unaffected.

(3) The aforementioned commercial limitation periods also apply to contractual and non-contractual compensation claims of the Purchaser on grounds of a defect in the goods unless the application of the usual statutory limitation period (sections 195, 199 of the German Civil Code) would lead to a shorter limitation period in the individual case. However, compensation claims of the Purchaser in accordance with section 8(2) first sentence and second sentence, letter (a) as well as under the German Product Liability Act are exclusively subject to the statutory limitation periods.

§ 10 Software

(1) To the extent that software is included in the scope of delivery, the Purchaser shall be granted a non-exclusive right to use the software supplied and its documentation. It shall be provided for use on the intended delivery item only. Use of the software on more than one system is not permitted. The Purchaser shall have no claim to the related object or source code unless provision hereof has been separately agreed with the Purchaser.

(2) The Purchaser shall only be entitled to reproduce, revise, translate or transform the object code into the source code to the extent permitted by the German Copyright Act (*Urheberrechtsgesetz*). The Purchaser undertakes not to remove information relating to the manufacturer – in particular copyright notices – without Uhlmann's prior express consent. All other rights with regard to software and documentation including the copies shall remain with Uhlmann or the software supplier as appropriate. Granting sublicences is not permitted.

(3) Before it is provided to the Purchaser, Uhlmann shall check the software, by taking up-to-date protective measure which correspond to the latest state of the art, for computer viruses, Trojan horses, hoax viruses and similar programming, program parts and errors which could lead to the loss or corruption of data or programs or to impairments of systems or parts thereof (hereinafter "Computer Viruses"). However, this cannot exclude either the risk of the software containing unknown or mutating Computer Viruses or the risk of such Computer Viruses infecting the (operating or control) system of the Purchaser at a later time and thereby leading to the program data of the software or other data or programs being modified or deleted or systems being impaired.

(4) The Purchaser must therefore itself take measures to protect against Computer Viruses and other destructive data. It has a duty to test the software provided for Computer Viruses before running it and opening files. This also applies to software which it wants to use in the framework of its (operating or control) systems to the extent that the functionality of Uhlmann's software could be affected as a result.

General Terms and Conditions of Uhlmann Pac-Systeme GmbH & Co. KG

I General Terms and Conditions of Delivery

§ 11 Applicable law and place of jurisdiction

(1) The law of the Federal Republic of Germany excluding international uniform law, especially the UN Convention on Contracts for the International Sale of Goods (CISG), applies to these General Terms and Conditions of Delivery and to the contractual relationship between Uhlmann and the Purchaser.

(2) If the Purchaser is an entrepreneur in the sense of the German Commercial Code, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction, also internationally, for all disputes arising from the contractual relationship is the place of our registered office in Laupheim. The same applies accordingly if the Purchaser is an entrepreneur within the meaning of section 14 of the German Civil Code. However, in all cases, Uhlmann also has a right to bring a claim at the place of performance of the delivery duty in accordance with these General Terms and Conditions of Delivery or an individual agreement which prevails over these or at the general place of jurisdiction of the Purchaser. Overriding statutory provisions, especially those on exclusive jurisdiction, remain unaffected.

General Terms and Conditions of Uhlmann Pac-Systeme GmbH & Co. KG

II General Terms and Conditions for Services

The following provisions apply to all services, maintenance services, repair services or assembly services including consultations, training courses, expert opinions, machine relocations, analyses and feasibility studies (hereinafter "Services") commissioned by the customer on the basis of a separate agreement, providing that Uhlmann does not have a duty to provide such Services on other grounds, especially on the basis of claims for defects by the customer in accordance with section 7 of the General Terms and Conditions of Delivery.

Uhlmann shall provide the Services on the basis of the General Terms and Conditions of Delivery and the following, supplementary General Terms and Conditions for Services:

§ 1 General information

(1) Uhlmann's service personnel are not entitled to make legally binding declarations of any kind.

(2) If Uhlmann is commissioned with work other than setting up, overhauling and repairing the machines delivered by Uhlmann in accordance with the user manual provided and if the content of this other work consists or results in significant changes to the machine, Uhlmann reserves the right to conduct the safety assessment procedure under the German Product Safety Act (*Produktsicherheitsgesetz*) in connection with the ordinances issued in this connection at the customer's cost. No rights or claims can be derived against Uhlmann, regardless of the legal basis for these, as a result of not having conducted a new safety assessment procedure which was necessary if the omission did not result from intent or gross negligence and did not lead to injury to life, body or health.

(3) In order to be able to plan the deployment of the service personnel as far ahead as possible and to ensure that the Services can be carried out smoothly, the Services must be requested in due time, i.e. a reasonable period before the work is due to commence. Uhlmann shall under no circumstances be held liable to recourse if the customer does not request the services far enough in advance to make it possible to deploy the service personnel and Uhlmann is consequently unable to deploy staff in time, e.g. as a result of force majeure or lack of suitable personnel.

(4) Advance estimates requested from Uhlmann relating to the duration of the work and the costs are only approximations and are non-binding.

(5) In the event that the order is subsequently extended, a reasonable extension to the performance period for the Services shall be agreed separately in writing or in text form.

(6) If agreed dates for service work are postponed at the request of the customer and with Uhlmann's consent, the customer shall reimburse Uhlmann for the costs and expenses which will incur and which have already been incurred in connection with the originally agreed date for the service work. These also include the costs for the service personnel assigned to the service work in accordance with Uhlmann's prices at the time that the Services were originally due to be carried out; this shall only apply to the extent and providing that Uhlmann's service personnel cannot be assigned elsewhere.

(7) Orders for service personnel as well as spare parts and accessories must be issued in writing stating the order number as a matter of principle.

(8) Where there is no agreement to the contrary, when Uhlmann's service personnel commence their work the customer acknowledges that work carried out on its instructions and which goes beyond the agreed order scope shall be carried out at the sole cost and responsibility of the customer. The customer expressly releases Uhlmann and Uhlmann's employees to this extent from all corresponding contractual obligations.

(9) The service personnel shall observe the working hours at the customer's site and subject themselves to the operating regulations of the plant where these are reasonable. The service personnel shall have a duty to work overtime in urgent cases; irrespective of this, in general, the statutory maximum number of working hours per day and/or week at the place where the Services are being carried out must be complied with.

(10) Where no hotel accommodation is available for the service personnel in the vicinity of the place of work or which can be reached by means of public transport within half an hour, the customer must provide a vehicle free of charge or arrange for their transfer to the place of work.

(11) When the Services have been completed, the service personnel shall provide the customer with a record of the hours worked. By way of its legally binding signature, the customer shall confirm that the working hours recorded are correct, that the machine has been handed over in a functioning manner and that any special additional work has been properly carried out.

(12) If the service work is disturbed or interrupted by circumstances for which Uhlmann is not responsible (including public holidays at the location of the customer), all costs incurred as a result (including for waiting times) shall be borne by the customer. This applies, for example, in the case of

disruption to upstream or downstream equipment of third parties, even if the service personnel have been commissioned with connecting and installing such equipment.

(13) Packaging material for the equipment, spare parts and accessories supplied by Uhlmann such as wooden pallets, plastic sheets, drying agents, cardboard boxes as well as packaging material no longer required shall be disposed of by the customer free of charge.

(14) Uhlmann's liability for defects as well as Uhlmann's liability on other grounds is governed by the General Terms and Conditions of Delivery, especially sections 7 -9.

(15) For all Services carried out to machines, Uhlmann shall retain title in equipment, spare parts and accessories installed until the parts and the Services have been paid for in full.

(16) Taxes which are incurred in connection with the service work in the customer's country shall be borne by the customer.

(17) The customer must appoint an authorised contact person on site for all matters relating to the Services.

§ 2 Maintenance

(1) Maintenance dates (inspection and/or repair) shall also be agreed between the customer and Uhlmann in sufficient time in advance, i.e. a reasonable period of time before the desired maintenance date. The customer shall be invoiced for repair services, to which the following section 3 also applies, separately on the basis of Uhlmann's prices valid at the time when the repair services are carried out. The customer will be informed of the prices in advance on request.

(2) Before the maintenance work commences, a function test of the machines or plant concerned must be carried out by or in the presence of Uhlmann's service personnel. For this purpose the customer shall make available the relevant machine/plant as well as a sufficient quantity of test material (products to be packaged including packaging material of the customer) free of charge.

(3) During the term of the maintenance work, Uhlmann's service personnel must be able to freely dispose of the machine; the machine will not be available for production work during this time.

§ 3 Repair and assembly services

(1) If the customer has not directly purchased the repair/assembly item from Uhlmann, the customer must notify Uhlmann of any industrial property rights or copyrights which exist in the item; where Uhlmann is not at fault, the customer shall indemnify Uhlmann against any claims by third parties based on industrial property rights or copyrights.

(2) Where possible, the customer shall be provided with non-binding notification of the expected repair/assembly costs in the repair/assembly offer. If the repair/assembly cannot be carried out at these costs or if Uhlmann considers additional work to be necessary during the repair/assembly, the customer's consent must be obtained if the quoted costs will be exceeded by more than 20%. If a cost estimate with binding price rates is desired before the repair/assembly work is carried out, this must be expressly requested. Unless otherwise agreed, such a cost estimate is only binding if it is made in writing. The remuneration is calculated on the basis of the time spent. The customer will not be charged for the services carried out in order to draw up the cost estimate, providing that they can be used as part of the repair/assembly.

(3) The customer shall have a duty to formally accept the repair/assembly service as soon as it has been notified that the work has been completed and any agreed testing of the repair/assembly item has taken place, unless the repair/assembly work contains a defect which restricts its capability for use. If the formal acceptance owed by the customer is delayed for reasons for which Uhlmann is not responsible, acceptance shall be deemed to have taken place at the latest one week after notification that the repair/assembly work has been completed. Acceptance shall also be deemed to have taken place as soon as the customer puts the repair/assembly item into operation for production purposes.

(4) An agreed repair/assembly period shall be deemed to have been met if the repair/assembly service is ready for acceptance by the customer before expiry of this period or, where testing has been contractually agreed, when the repair/assembly service is ready for testing. If a delay with the repair/assembly service is caused by the customer, the customer shall bear all of the costs resulting from this, especially the costs of waiting periods and the costs for additional journeys necessary by the service personnel. The same applies if the delivery item is not put into operation immediately after completion of the repair/assembly service and we are not responsible for this.

General Terms and Conditions of Uhlmann Pac-Systeme GmbH & Co. KG

II General Terms and Conditions for Services

(5) If necessary in order to carry out a Service (e.g. repair, assembly, conversion, upgrade), the item to which the Service is to be carried out shall be shipped or delivered to Uhlmann at the customer's cost, including any packaging and loading, and, after the Service has been carried out, shipped back to the customer or collected by the customer. The customer shall bear the shipping risk. For the duration of the Service at Uhlmann, the customer shall ensure that the item to which the Service is being carried out is insured for a reasonable amount against the usual risks. If the customer collects the item late, Uhlmann can charge the customer warehousing costs or, at Uhlmann's discretion, store the item elsewhere. The costs and risk of storage shall be borne by the customer.

(6) The customer undertakes to take the following preparatory measures at its own cost and on its own responsibility:

a) Shipment of the machine to the assembly site. Any damage during shipment must be reported to Uhlmann without delay.

b) Preparation of the equipment
The equipment must be unpacked and degreased without using a harsh solvent which could damage various machine components and the paintwork. If the machine is being overhauled or repaired, it must be cleaned and made properly accessible. The energy supply to the machines must be prepared. The customer must ensure that the machine is not contaminated with residual substances from products to be packaged.

c) Preparation of the working material
The boxes of accessories must be opened and the spare parts cleaned and subsequently stored in the vicinity of the machine. During unpacking it must be ensured that no small parts get lost.

d) Preparation for the work
All additional components of the machines for loading materials, filling, dosing and removing the products from the machine must be positioned in such a way that they are well-accessible and that setting and maintenance work can be carried out without hindrances.

(7) For repair/assembly services on site at the customer, the customer must ensure, at its own cost, that all of the legal and technical prerequisites in its sphere of responsibility are fulfilled and assist Uhlmann with carrying out the Services. The customer shall provide Uhlmann free of charge with the technical equipment (crane, lifting apparatus, transport rollers, scaffolding timbers, ropes, industrial trucks, materials and consumables, etc.) necessary to assist with carrying out the repair/assembly in accordance with Uhlmann's instructions.

The customer must take the special measures required to protect persons and property on site and notify the service personnel about particular risks and protective measures in connection with pharmaceutical products (e.g. antibiotics, cytostatics, hormones). The customer also undertakes to inform Uhlmann in due time in writing about the safety regulations applicable on site where these must be observed and complied with by Uhlmann's service personnel. The customer must inform Uhlmann about the applicable safety regulations to the extent that these are relevant to the repair/assembly. The customer must also brief Uhlmann's service personnel in person about the applicable safety provisions and rules of behaviour before the service work is commenced. All personal protective equipment such as protective clothing, protective goggles, safety shoes, etc. must be provided by the customer free of charge.

The customer is also responsible for

- providing heating, lighting, operating power (e.g. electricity, pneumatics, cooling water) and other media including the necessary connection points;
- where necessary, building exhaust-air-system respectively vacuum-system with the requested power level;
- providing suitably trained operating staff (at least two persons for the installation of machines);
- where necessary, the assistance of bricklayers, installers, carpenters, auxiliary staff, etc.;
- providing, where necessary, dryers and lockable rooms for storing the tools of the repair personnel;
- providing a suitable set of tools including workbench with a vice in the immediate vicinity of the repair/assembly site;
- protecting the repair/assembly site and materials from harmful influences of all kinds;
- cleaning the repair/assembly site;
- transporting the assembly components to the repair/assembly site;
- providing suitable tools and parts as well as products to be packaged and packaging material for a test run, where this is necessary or has been agreed;
- providing raw materials to be processed such as filling materials and packaging materials (including adhesive tape) for industrial continuous operation of the duration desired by the customer, for test runs and, where appropriate, in the framework of briefings/training courses. Packaging material and auxiliary packaging material must be provided in sufficient quantities and correspond to the quality, have the correct dimensions and be of the design agreed or recommended by Uhlmann.

The aforementioned preparatory measures must be taken in sufficient time so that the service personnel can commence the service work immediately when they arrive at the customer. Otherwise, waiting times of the service personnel will be documented and charged on the basis of Uhlmann's prices valid at the time the work is carried out. If the customer does not comply with its duties to provide assistance, after setting a deadline for the duties to be complied with, Uhlmann is entitled, but not under an obligation, to carry out the work for which the customer is responsible in place of and at the cost of the customer.

(8) For the duration of the repair/assembly service, the service personnel must be able to freely dispose of the machine; the machine will not be available for production operation during this time.

§ 4 Training courses/inductions

(1) Travel and accommodation expenses for employees of the customer shall be borne by the customer. If training courses/briefings take place on site at the customer, the travel time, travel and accommodation expenses of the trainers/speakers shall be charged on the basis of expenditure. If Uhlmann has taken the item for which the customer has ordered a training course out of its programme after expiry of the confirmed training date without the customer having made use of the training course, the claim to training shall be transformed into a claim for an equivalent training course for another item in Uhlmann's current programme.

(2) Agreed training courses which the customer does not make use of within 2 (two) years, can be cancelled by Uhlmann free of charge.

(3) Special inductions by Uhlmann requested by the customer (e.g. GMP or security briefings) are not included in Uhlmann's offers and shall be charged on the basis of Uhlmann's prices valid at the time when the service is provided.

§ 5 Hourly rates, prices of materials, travel expenses, expenses

(1) Services and material costs for materials used for Services (spare parts, wear and tear parts, consumables, lubricants) shall be charged on the basis of Uhlmann's prices valid at the time the Services are provided. The customer will be informed about these prices in advance on request and they will be stated separately on the invoice.

(2) When calculating the costs for travel to and from the site, the respective distance from the customer to the site of Uhlmann's respective service personnel shall be used as the basis of the calculation. The costs of travelling by rail or plane shall be charged on the basis of the receipts. The customer shall also be charged for any further expenses which result directly in connection with the travel, e.g. hire car, taxi, telephone, etc.

(3) The customer shall be invoiced for the travel expenses of the service personnel (including the costs of transporting and insuring their personal luggage as well as the tools they bring with them and have shipped). The travel expenses also include the costs for trips home to see family which fall within the service period in accordance with Uhlmann's internal regulations.

(4) Additional expenses in connection with the Services or in connection with entering/staying in the country, e.g. country-specific work permits, access permits, remuneration statements shall be charged on the basis of the expenses incurred.

(5) If the service personnel do not travel home on weekends or public holidays, the full expense allowances shall be charged.

(6) When calculating surcharges for public holidays, the applicable public holiday regulations for Baden-Württemberg shall apply.