



General Terms & Conditions



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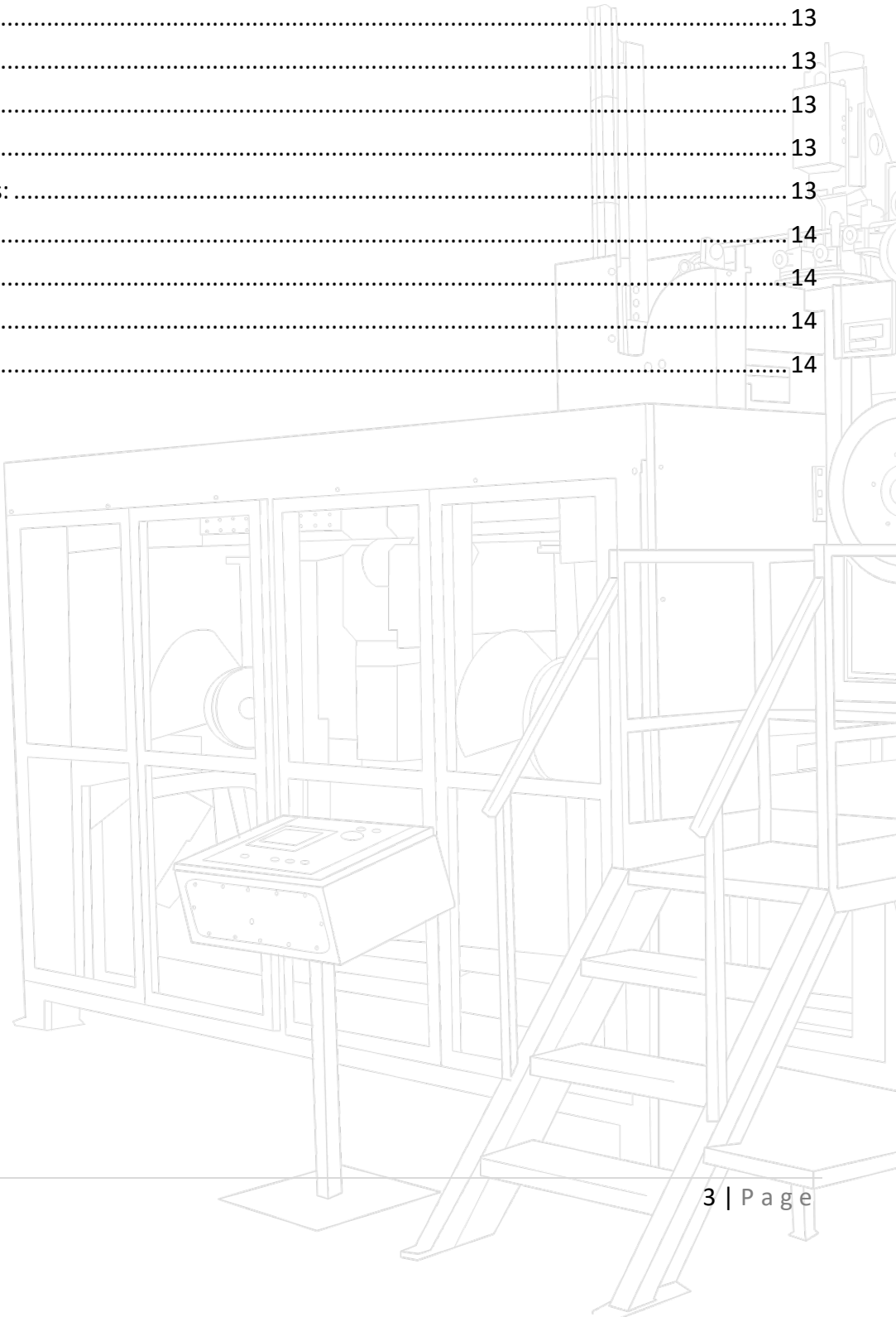
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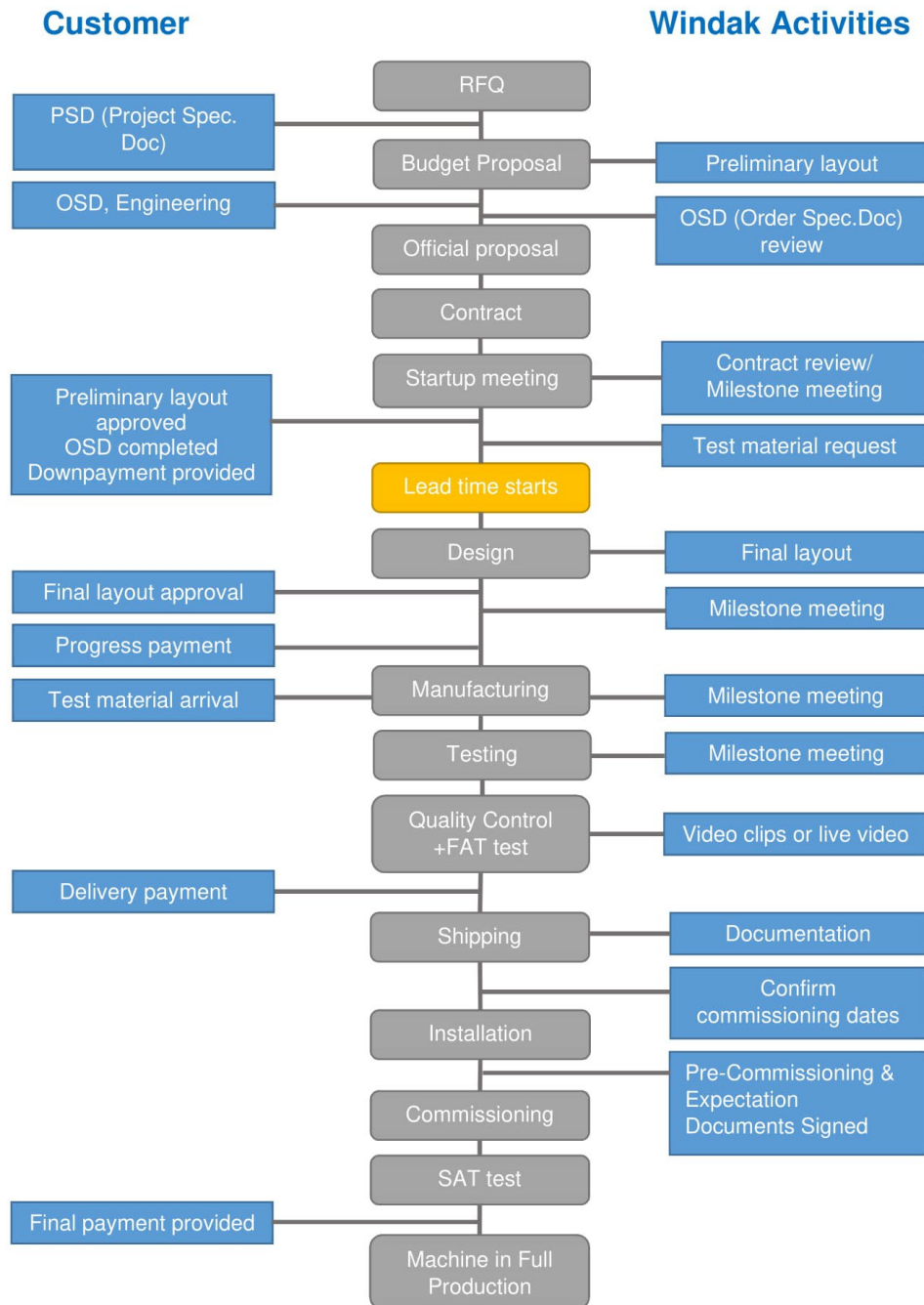
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Project Roadmap



*PSD- Project Specification Document; *OSD- Order Specification Document

Note: Once an order is placed the project scope will be captured in the Order Specification Document (OSD). This document (OSD) is the scope defining document for the order. All other documents or references such as P.O., Proposal, and specification will not be considered as build requirements if not listed as such on the OSD document. The OSD will be reviewed and signed off with the customer before lead time starts.

Commercial Conditions:

Prices:

Prices quoted by Seller are valid for the stated period. If no period is stated, then any proposal shall expire without notice 30 calendar days after issuance, unless terminated earlier by prior written notice. Prices quoted do not include any federal, state, local or other taxes, including but not limited to sales and use taxes, turnover taxes, duties, fees, or other specific assessments which may be levied against the products, and Purchaser agrees to pay all such taxes which Seller may be required by law to pay or collect on account of the manufacture or sale of goods and performance of any services for Purchaser. All licenses or other approvals required shall be obtained by Purchaser, at Purchaser's expense.

If an order deviates from the offer, the Seller is no longer bound by the original prices and has the right to change the prices accordingly.

The price does not include changes initiated by the Purchaser or corrections necessitated by faulty specifications or drawings or any item of the goods provided by the Purchaser. Charges resulting from revisions arising out of such changes or corrections to any item of the goods shall be chargeable to the Purchaser.

Payment Terms:

- 30% down payment against invoice only, as down payment prompt on placing the order but anyway latest within two weeks after order, contract, or order acknowledgement date - whichever is dated first.
- 30% intermediate payment, 120 days after signing the contract, or order acknowledgement date - whichever is dated first. Payable upon invoice.
- 30% of total contract value in advance within 14 days after date of written notification of readiness of equipment for shipment. Payable upon invoice.
- 10% of total contract value against presentation of acceptance certificate, but not later than 90 days after delivery as per Incoterms 2020 against invoice only, whichever is first.

In case the start of the commissioning is delayed for more than 3 months due to reasons not attributable to the Seller, this payment is due 3 months after the goods left the Seller's factory.

Payments are considered as effected on receipt of the money on the Seller's account according to the Seller's invoice.

Any set-off of Purchaser's claims against Seller's claims arising out of the purchase price or other claims of Seller shall be excluded (prohibition of set-off).

If Purchaser defaults on one of the agreed payments or any other aspect of performance, or if Purchaser's economic position deteriorates to an extent that is likely to threaten the performance of Purchaser's contractual obligations, Seller may either insist on the performance of the contract and

- (a) postpone the performance of Seller's own obligations until Purchaser has paid the arrears or provides any other performance,
- (b) implement a reasonable extension of the period of delivery, or
- (c) call for the payment of the full remaining purchase price, or announce withdrawal from the contract, granting a reasonable period of respite.

In the event of default, Seller is entitled to charge default interest. Unless otherwise agreed, the rate of interest is the valid 3-months Euribor rate plus 7 percentage points. In any event, Purchaser shall refund to Seller any and all costs incurred by Seller resulting from Purchaser's default, especially any reminder charges and collection costs. Purchaser shall return to Seller, upon Seller's request, any delivered goods and shall compensate Seller for any reduction in the value of the goods that has occurred, as well as refund to Seller all justified expenses incurred in connection with the performance of the contract. Regarding undelivered goods, Seller is entitled to make available to Purchaser the completed parts, or the parts with incipient processing, respectively and demand a prorated portion of the sales price.

Bank Guarantee:

If Bank Guarantee is required, additional cost will be charged to Purchaser.

Letter of Credit:

In the case of agreed payment by L/C, the irrevocable confirmed at sight Letter of Credit has to be opened in favor of the Seller by a first-class internationally established bank accepted by the Seller by one month after the date of order, order acknowledgement, contract. The Letter of Credit has to be opened directly from the Purchaser's opening/issuing bank to the Seller's bank according to the Seller's invoice.

Further details to be discussed and agreed separately.

Cyber-crime:

Seller and Purchaser will observe all economically and technically reasonable efforts to protect their systems and communication structures against actions of cyber crime.

Seller will never use simple e-mails without any special security measures for information about changes of payment instructions/bank accounts.

In case Purchaser gets any kind of order to change payments or use a different bank account, Purchaser is requested to contact a known person at Seller immediately personally by phone for a reconfirmation.

Seller is not liable for any damages caused by any criminal act. The obligation for agreed payments of the Purchaser remain open until such payments reach Sellers correctly agreed bank accounts.

Bank details (as of 2022):

Swedbank AS (registration code 10060701)
BIC: HABAEEX
IBAN: EE32200221028509715

Delivery Time:

The delivery time is per quotation, EXW Peetri, Estonia, provided that the Purchaser has complied with all technical, commercial and financial conditions for which he is responsible under this contract.

Seller shall be entitled to make partial or advance deliveries per agreement with the Purchaser.

If Purchaser does not accept the goods supplied under the contract at the contractually agreed place or at the contractually agreed time, and if the delay is not due to any action or omission on Seller's part, then Seller may either demand the performance of the contract or withdraw from the contract, granting a period of respite. If the goods have been segregated, Seller may store the goods at Purchaser's cost and risk. Seller shall also be entitled to claim a refund of any justified expenses which were incurred by Seller in connection with performing the contract and which are not covered by the payments received.

Delivery may be postponed if Purchaser provides necessary technical specification, which is needed for design/production process, late.

Such technical specification in Purchaser's scope includes but is not limited to:

- (a) completed and agreed OSD (Order Specification Document) with
 - a. Specification of acceptance products
 - b. Painting of the machines
 - c. Cabling of the machines
 - d. Confirmation of final installation drawing and layout
- (b) Technical parameters (mechanical and electrical) for machines which are supplied by the Purchaser.

If any of above-mentioned delays shall be more than 15 working days calendar days, the time of delivery can be recalculated by the Seller.

Terms of Delivery:

Terms of Delivery is FCA Peetri, Estonia, according to [INCOTERMS 2020](#).

Any shipment dates quoted by Seller are approximate.

Transport insurance is not included in the prices. The Purchaser is obliged to cover insurance (e.g. ICC A - clause) according to the agreed Incoterm. Transport insurance coverage by the Seller on Purchaser's account is possible, upon request.

All applicable taxes, including Goods and Services Taxes (GST), are the responsibility of the purchaser.

The prices for machines and equipment include transport packing. Equipment and machines are bolted to squared timber or packed in transport units. The goods are packaged according to normal trade practices in order to avoid, under normal transport conditions, any damage to the goods during transit to their agreed destination.

Force Majeure Delays:

Seller shall not be held responsible for any delay or failure in performance of any part of its obligations to Purchaser, to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the parties' control. Seller shall not be liable to Purchaser for any damages purported to be due to delays in shipment, regardless of the causes of the delays.

Cancellation:

Purchaser may only cancel the contract by giving notice in writing to Seller of the cancellation. If Purchaser cancels the contract for any reason, then Seller retain all payments made by Purchaser prior to the cancellation, regardless of Seller's costs prior to the cancellation. If Seller's fully burdened costs at the time of cancellation, plus 20 percent of the costs, collectively exceed the amount of any payments made by Purchaser prior to the cancellation, then Purchaser shall be liable to Seller for such increment in excess of the amount of Purchaser's payments.

Severability:

If any provision or portion of a provision of these Terms and Conditions of Sale is determined to be invalid under any applicable law, it shall be deemed omitted, and the remaining provisions and partial provisions hereof shall continue in full force and effect.

Governing Law, Place of Jurisdiction:

If all contracting partners have their registered office within the European Union the following shall be applicable: The substantive law of Estonia shall apply for this contract.

Place of jurisdiction shall be Tallinn, Estonia, but the Seller shall also be entitled to bring proceedings against the Purchaser before the Purchaser's court of general jurisdiction.

If at least one of the contracting partners have their registered office outside of the European Union the following shall be applicable:

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International CHAMBER OF COMMERCE (ICC), Tallinn, Estonia, in accordance with the said rules. The number of arbitrators shall be one or three. The place of arbitration shall be Tallinn. The substantive law of Estonia shall apply. The language to be used in the arbitral proceedings shall be English.

If at least one of the contracting partners have their registered office within the United States or the contract have been issued by Windak Inc, the following may be applicable:

This Agreement will be construed in accordance with the laws of the State of North Carolina, without regard to its choice of law principles. The Supreme Court of the State of North Carolina, Catawba County or the United States District Court for the Western District of North Carolina shall have jurisdiction and venue over all controversies arising out of or related to this Order. The Customer submits itself to the jurisdiction of these Courts. The applicability of the UN Convention of Contracts for the International Sale of Goods is hereby expressly waived by the parties and shall not apply to the terms and conditions of this Agreement.

Changes:

Any modifications of and amendments to a contract shall be made in writing in order to be valid. This also applies to any waiver of this written form requirement. Legal transactions shall only be valid if they are confirmed by the parties' corporate signature or by the signature of one of their representatives holding the appropriate written authorization. Seller shall be bound by Purchaser's conditions of purchase only if Seller has accepted them by separate written agreement.

Purchase Order Changes:

Any change in product or package, product or package geometry, product or package material or additional products or packages not addressed herein make the quotation subject to change in price and scope.

Limitation on Damages, Liability:

Seller shall not be liable to Purchaser or to any third party for any lost profits, loss of use, or consequential, incidental, direct, indirect, special, punitive, or contingent damages of any kind. This limitation on damages is intended to have the broadest possible application and is intended to apply to all disputes between purchaser and seller that are directly or indirectly related to the contract between the parties and/or the products to be supplied to purchaser by seller, regardless of whether the products are manufactured and/or shipped to the purchaser. Except as otherwise provided herein, purchaser's exclusive remedy for all claims arising out of the contract of sales, including warranty claims, shall be limited to the repair or replacement of defective or nonconforming products, or at seller's option, repayment of the purchase price. Purchaser shall be entitled to no other remedies, whether in contract or tort or otherwise, except as provided herein.

Seller shall only be liable to Purchaser for any damages to goods or financial losses that arise as a result of Seller's intent or significantly gross negligence. Seller's liability for slight negligence and ordinary gross negligence shall be excluded, as shall be the reversal of the burden of proof if valid in the applicable law. Any liability shall be limited to the amount available under the insurance contract concluded by the Seller.

Purchaser shall assert any and all claims for damages against Seller in court within (6) months from the discovery of the damage, failing which the claim shall be forfeited. Claims for damages against Seller arising from but not limited to production downtime, lost profits, and loss of use shall likewise be excluded. Neither shall Seller be liable for exemplary or punitive damages.

The object of purchase provides only that level of safety that may be expected on the basis of the registration provisions, the operating instructions, Seller's rules on the handling of the purchased object - especially with regard to any possible compulsory inspections - and other instructions given.

Assignment:

This agreement benefits Seller, its successors, and assigns. Seller may assign its rights under the contract, and the assignee and any subsequent assignee shall have all the rights and remedies of Seller under the contract of sale. Neither the contract of sale nor the obligations there under may be assigned or transferred by Purchaser unless separately agreed to by Seller, in writing. Any purported assignment by Purchaser in violation of this provision shall be void as against Seller.

Copying:

Purchaser recognizes that the products have been designed and built through expenditure of substantial time and money by Seller, and Purchaser agrees not to make drawings of the products or any portions thereof, or permit others to do so, and will not duplicate or conspire in the duplication of the products. The parties shall undertake to keep confidential, vis-à-vis third parties, any knowledge obtained in the course of their business relations.

Software:

The products purchased include all hardware, software, and services set out in the contract documents. Software for Seller's equipment is licensed, not sold, to Purchaser. Seller hereby grants and Purchaser accepts a license to use the software in connection with other equipment and for the purposes set out in the contract documents. Purchaser shall not copy, download, disassemble, decompile, or modify software in any fashion

Retention of Title:

Seller shall reserve the ownership to the object of purchase until such time as all of Purchaser's financial obligations have been met and irrevocable received by the Seller.

Seller shall be entitled to document Seller's ownership on the outside of the object of purchase. Purchaser shall comply with the required formal and legal regulations (including national and local law) to safeguard the reservation of ownership. In case of seizure or any other recourse, Purchaser shall be obliged to claim Seller's ownership and to inform the latter without delay. Furthermore, Seller's title to the object of purchase shall be documented in Purchaser's books or at third parties (e.g. cadastral register, other registers required by law) if, e.g. the regional and/or national regulations require it to maintain an adequate degree of publicity and/or safeguard enforcement of retention of title. The Purchaser is entitled to sell the goods where reservation of ownership towards the Seller is applicable. In case of sale, the Purchaser shall put in the best effort possible to safeguard the interest of the Seller in retention of title. The products purchased include all hardware, software, and services set out in the contract documents. Software for Seller's equipment is licensed, not sold, to Purchaser. Seller hereby grants and Purchaser accepts a license to use the software in connection with other equipment and for the purposes set out in the contract documents. Purchaser shall not copy, download, disassemble, decompile, or modify software in any fashion

Hyper-inflation:

If during the contract delivery time the Estonian CPI inflation rate is > 6% per annum, Seller can negotiate with the Buyer to be reimbursed for the increased cost such as component cost, freight cost and travel cost.

Technical Conditions:

Warranty, Warranty Disclaimers:

The Warranty period begins when Purchaser agrees to start to run the equipment in commercial production. This can take place before the SAT is fully completed and acceptance protocol signed.

Only use original spare or wearing parts. In case of parts purchased externally, it is not guaranteed that they have been manufactured as to make sure they can withstand strains and stresses and fulfil the safety requirements.

Seller warrants that the products sold are free from defects in material and workmanship when used in the manner and for the purpose for which designed, and in accordance with all instructions and directions for installation, operation and maintenance furnished by Seller, for a period of (12 months) from receipt at Purchaser's designated delivery point subject to the following conditions:

- (a) Purchaser shall notify Seller in writing promptly upon discovery of facts giving rise to any claim under this warranty, stating specifically the nature of the claim, the date of discovery of same, and identifying the product involved. Failure to so notify Seller within (90) days after discovery of facts giving rise to the claim shall fully and completely relieve Seller from any obligation under this warranty.
- (b) This warranty applies only to products properly used and maintained and is expressly non-applicable to any products or components, including without limitation any and all software and/or firmware installed on or included with such products or components, which
 - i. have been repaired, altered or changed other than in accordance with instructions and directions furnished by Seller;
 - ii. were not commissioned by the Seller;
 - iii. have not been operated or utilized in accordance with instructions or directions furnished by Seller;
 - iv. have been damaged due to environmental factors including airborne corrosives; or
 - v. have been operated or treated in any manner which, in the reasonable judgment of Seller, adversely affects its reliability and performance. Further, this warranty does not apply to normal wear and tear items or consumable parts.
- (c) Spare parts ordered by Purchaser shall be subject to the original warranty period for the products, so long as the original warranty period remains in effect. If spare parts are ordered by Purchaser at a time when the original warranty period has expired, then the warranty provided for herein will apply to the spare parts (to the spare parts only and not to the products generally) for ninety days after receipt by the Purchaser.
- (d) Seller makes no warranty that the products sold shall be merchantable or fit for any particular purpose, nor does Seller make any other warranties, express or implied, by operation of law or otherwise, except such as are expressly set forth herein.
- (e) Seller makes no warranty with respect to any product or component purchased by Seller from a third-Party manufacturer or its distributors and sold to Purchaser individually or as a part of a Pearson system. Purchaser's sole warranty with respect to any such product or component shall be limited to those warranties, if any, offered by the original equipment manufacturer on a pass-through basis to Purchaser.
- (f) The warranties set forth herein are in lieu of all other warranties, whether expressed, implied or statutory, including but not limited warranties of merchantability and fitness for a particular purpose.

Applicability:

Seller's sale of products and services is expressly conditioned upon the terms and conditions contained herein. All quotations offers to sell, proposals, acknowledgments and acceptances of orders by Seller are subject to these Terms and Conditions of Sale, and acceptance by Purchaser is expressly limited to them. Any conflicting terms and conditions set forth in any purchase order or similar communication submitted to Seller by Purchaser are objected to and are deemed proposals for addition to the contract of sale, and do not become part of the contract of sale between Seller and Purchaser unless expressly and separately agreed to in writing by Seller. Authorization by Purchaser, whether written or oral, for Seller to supply the products and services will constitute acceptance of these Terms and Conditions of Sale.

Testing Materials:

Upon request by Seller, Purchaser shall furnish to Seller's point of manufacture at Purchaser's expense sufficient product, sample packages and or containers, packaging materials, complete manufacturing data and other material necessary for full testing of products being sold by Seller. Purchaser shall furnish testing materials to Seller according to the Project schedule. Seller shall not be responsible for any delays in Seller's performance caused by the failure of Purchaser to provide testing materials to Seller in a timely fashion. Where Purchaser has provided testing materials to Seller for evaluation prior to entering into a contract with Seller, Purchaser represents and warrants to Seller that the actual materials to be handled by Seller's products will be similar in all material respects to those testing materials originally provided by Purchaser to Seller for evaluation.

Specifications:

Specifications are as stated in attached specification document, part of the Seller's written quotation. No other specifications may be deemed part of the contract between Seller and Purchaser unless specifically identified as such in a writing made part of the contract and signed by the Seller. After the contract of sale becomes effective, specification changes requested by Purchaser and agreed to by Seller may become part of the contract only by separate written agreement signed by Seller, in which event the prices quoted in connection with the original specifications will be subject to change. Seller reserves the right, without obtaining Purchaser's approval, to make changes in the design and specifications of the products sold hereunder, or of any component part, which changes do not affect the performance of the goods sold.

Pre-Acceptance Test:

The quoted equipment shall be tested at Windaks' location prior to shipment. At a minimum, the following will be conducted:

- Visual inspection of the equipment design and components by the customer for safety, quality, and compliance to applicable specifications.
- Capability demonstration validating the full range of speeds as stated in the specifications and all major functionality of the equipment, including all controls on the operator control panel, all features of the operator interface screen, functionality of and recovery from all alarm/fault states as well as functionality of all electrical devices used for personnel safety (i.e. e-stops, door switches, light curtains, etc.).
- Product run test of maximum (3) products by 20 production cycles according to agreed output and quality and change-over demonstration and documentation (if applicable). For each unique product format, Windak will demonstrate that the equipment can be successfully changed over and brought up to production requirements.
- Demonstration of cleaning, maintenance, and sanitation practices for the equipment.
- Validation of ease, speed, and accuracy of changeovers.

Approval to ship the equipment shall be given in writing to Windak by Customer representative upon successful achievement of Pre-Acceptance Test criteria.

Purchaser shall bear the costs for performing the acceptance test and shall bear any costs incurred by Purchaser or its representative in connection with the acceptance test. The Purchaser shall supply in time all materials necessary for the acceptance test with the suitable quality and quantity as well and shall assist the specialists of the Seller.

If Purchaser does not sign such acceptance protocol even the acceptance test shows that the line conforms to the contract, the acceptance protocol is deemed to be signed by the Purchaser.

Site Acceptance Testing (SAT):

The acceptance test shall be carried out in accordance with the Purchaser. Performance efficiency and quality ratings shall be validated during start-up and commissioning at a mutually agreed upon time at the customer's facility. The quoted equipment shall meet all performance and quality requirements as defined in Order Specification Document for each individual products max (3) products by 20 production cycles according to agreed output and quality and the same previously tested for the FAT or packaging material item listed. SAT testing will be conducted as follows:

- Validation of changeover times.
- Each product or packaging material item will be tested over an agreed upon period for each item.
- If machine performance issues arise, Windak will make appropriate changes to meet specified performance criteria.
- Test data will be documented.

In case of commercial component failure, designated representatives from purchaser and Windak will jointly agree on decision to abort or continue performance test.

Purchaser shall bear the costs for performing the acceptance test and shall bear any costs incurred by Purchaser or its representative in connection with the acceptance test, for example, travel expenses, per diems or similar expenses. The Purchaser shall supply punctually all materials necessary for the acceptance test with the suitable quality and quantity as well and shall assist the specialists of the Seller.

If Purchaser does not sign such acceptance protocol even the acceptance test shows that the line conforms to the contract, the acceptance protocol is deemed to be signed by the Purchaser.

Painting (Windak Standard):

Fixed parts:

Grey RAL7000

Covers Blue:

Blue RAL5015

Safety fence mesh panels:

Black RAL9005

Safety fence poles:

Yellow RAL1018

Electrical cabinets:

Light Grey RAL7035

Other Colors against charge.

Seller reserve the right to deliver devices which are not part of Windak manufacturing program in the original colour of the supplier.

Warranty Claim Conditions:

- Start up and operator training assistance must be purchased from Purchaser and performed by Windak Group.
- Performance and Quality Testing on customer's site must occur within (90) days from shipment and during start up and commissioning. Windak and the Customer must jointly participate in test monitoring and measurements.
- Machine operators must be trained by Windak or other supervisory personnel originally trained by Windak.
- The equipment must be maintained and operated in good condition and in accordance with our Operator Instruction Manual and any additional verbal and/or written instructions.
- If machine efficiency issues arise, Windak will make appropriate changes to meet efficiencies at no additional cost to the customer (excluding applicable restriction, see above).

Factory Air Supply:

- Dry, clean and filtered according to ISO 8573-1 [6;4;4],
- Operation pressure: 6 Bar (90 PSI) +/- 0.3 bar (5 PSI).
- Warranty requires separate air dryer and water separator.

Factory Power Supply:

- Windak standard machine voltage 400 V +/- 5 %, 50 Hz +/- 1%.
- Please specify factory voltage.
- If transformer is required this can be quoted and supplied at additional cost.

Ambient conditions

General

The functionality of the equipment is guaranteed for an installation height that must not exceed 1000 m above the standard level.

Temperature	+10 to +35°C
Atmospheric humidity	max. 90 % / not condensing

Storage

Store the equipment in a dry place, if possible in closed rooms. Do not expose the equipment to direct solar radiation for a longer time.

Temperature	+5 to +40°C
Atmospheric humidity	max. 90 % / not condensing

Differences or variations in temperature as well as draft must be avoided.

Factory Floor Requirements:

Concrete floor with flatness +/- 2 mm per m2.

Concrete floor must meet the requirements for C25/30 (as per British Standards), meaning the characteristic compressive strength at 28 days must be 25 N/mm2. Concrete floor thickness is required to be at least 150 mm. The bolts and screws for fixing the machines on the floor will be supplied by customer according to Windak's recommendation.

Component List:

The line/machine is equipped by default with SIEMENS S7 PLCs unless otherwise quoted.

AC Drives	Siemens, Rockwell, Festo
Servo Controller	Siemens, Rockwell, Festo
Push buttons	Schneider
Motors and gearboxes	Nord
Pneumatics:	Festo

Documentation:

The offer includes one USB flash drive with the documentation. The customer will also receive online access to the Windak Customer Portal to get the documentation.

The customer documentation essentially includes the following

- Layout with connection points (electricity, compressed air)
- Operating and maintenance instructions
- Documentation for sub-suppliers
- Connection plans and detailed wiring diagrams
- Documentation for a PC and automation components

For devices that are not part of the Windak Group, the manufacturer's documentation is supplied in a format as chosen by the manufacturer. CE documentation, certification and country of origin document can be provided upon request and for all deliveries within the European Union.

Safety Devices:

The use of all guards, interlocks, electrical devices, and other safety devices and features on the products, and the operation of the products in accordance with seller's operating instructions is essential to the safe use of the products and therefore, Purchaser agrees that it will keep in legible condition all warnings or operating instructions affixed to the products by Seller, and that it will not remove, render inoperable, or modify, any guards, interlocks, electrical devices, or other safety devices that are part of the products, or the software controlling such devices, and that it will not add any devices or modify the products in any way that will render the products unsafe, and that it will operate the products in accordance with Seller's operating instructions. Purchaser agrees to indemnify and hold harmless Seller from all actions, claims, demands and damages, including all reasonable attorneys' fees and legal expenses incurred by Seller, arising out of claims made by third parties for personal injury allegedly resulting from actions by Purchaser taken inconsistent with Purchaser's obligations stated in this paragraph.

Seller is not liable for damages caused by non-observance of the safety indications or by removal of the protecting devices during operation.

Modifications:

For safety reasons, no modifications may be made on the machine without prior written consent given by the Seller. All the rebuilding measures require written confirmation given by the Seller. Machine parts whose state is not perfect will have to be replaced immediately.