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Date: 07.12.2015

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## ORDER CONFIRMATION No. A70.185-4

for a

**BRÜCKNER HIGH CAPACITY TEXTILE FINISHING RANGE  
CONSISTING OF:**

- STENTER FRAME DRYER POWER-FRAME

USt-ID-Nr. / N° ID TVA / VAT Reg. No.: DE 814564353  
HRA 254481 AG Stuttgart p.h. Gesellschaft  
BRÜCKNER Textile Technologies Geschäftsführungs GmbH  
Benzstr. 8-10 · 71229 Leonberg GERMANY · HRB 253341 AG Stuttgart  
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HypoVereinsbank AG, Stuttgart  
Deutsche Bank AG, Stuttgart  
Baden-Württembergische Bank AG, Stuttgart  
Commerzbank AG Leonberg

322842814 BLZ 600 202 00  
1630607 BLZ 600 700 70  
8966311 BLZ 600 501 01  
8327892 BLZ 600 400 71

SWIFT HYVE DE 3311 473 IBAN DE44 6002 0230 0322 5428 14  
SWIFT DEUT DE 55 IBAN DE97 6007 0070 0163 0607 00  
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## **BRÜCKNER HIGH CAPACITY SINGLE-LAYER STENTER TYPE POWER-FRAME VN SFP**

Fabric transport:	vertical return gliding chain (STAR-DUR)
Fabric take-up:	pins
Entry chamber length:	3.0 m
Thermo zones:	4 drying and heat-setting chambers, each 3.0 m long
Exit chamber length:	3.5 m
Heating system:	gas direct (circulating air temperature min. 110 °C - max. 210 °C)

### **GENERAL TECHNICAL DATA:**

Fabric type	woven fabric
Min. acceptable fabric width:	600 mm
Max. acceptable fabric width:	3200 mm
Roller width (mostly):	3400 mm
Mechanical speed:	up to 40 m/min
Main colour:	RAL 7035 light grey
Contrast colour:	RAL 7004 signal grey
Operating voltage/frequency:	3 x 400 V (+/- 5 %) / 50 Hz voltage interruptions < 3 ms voltage dips < 20 % of peak voltage
Type of power supply/earthing:	TN-system or TT-system
Position of control cabinet:	on the left in direction of fabric run
Position of control and display units:	on the left in direction of fabric run
Installation height:	up to 1000 m above sea level
Installation of the machine:	on ground floor level on customer's foundation steel frame cable laying on ground floor level in customer's cable duct
Marking of the machine:	<u>in Dutch language</u>

**01.00.00            FABRIC PRESENTATION WITH VARIOUS  
EQUIPMENT AND ACCESSORIES**

- 01.03.01.01a    1 high fabric guide frame with guide rollers.
- 01.03.01.01b    1 manually adjustable rotary fabric tensioner.
- 01.03.01.04a    1 decelerated guide roller with frame extension.
- 01.03.01.02     1 transfer frame with guide rollers.
- 01.03.04        1 driven roller in the entry frame with AC servo-motor  
                     approx. 2.2 kW, with synchronization via  
                     compensating roller with pneumatic balancing unit.
- 01.04.01        1 pair of cloth guiders KF 2020 with lever gauge  
                     scanning and pneumatically actuated pressing rollers,  
                     including rigid support, chromium-plated, for manual  
                     adjustment to fabric width.  
  
                     Compressed air:  
                     1 bar (max. 2 bar) | 600 l/h | 1/4".

**02.00.00            PADDER AND AUXILIARY EQUIPMENT**

**Machine unit provided by customer.**

- 02.02.01        1 drive for the padder with one AC short circuit rotor  
                     motor 11.0 kW and inverter for speed control, control  
                     range 1:20, with built-on external fan and heat monitor  
                     (without reduction gear).



### **03.00.00 ENTRY ZONE WITH UP-STREAM PLANT COMPONENTS**

- 03.03.04.01 1 MAHLO ORTHOMAT RVMC-126 (BASE) weft/course straightener comprising 3 skew and 2 bow straightening rollers, electric adjustment of straightening rollers, safety doors, including automatic distortion scanning with photo-electronic scanners, manually width-adjustable (scanner position correction), mounted in supporting bridge, distortion display, 10.5" colour screen, scanning heads with light intensity adjustment (scanning head side) and distortion presetting, switch-selectable for transmitted or reflected light, control cubicle with evaluation and control electronics and base frame.
- 03.xx.xx 1 width-adjustable photo-electronic scanners (scanner position correction), mounted in supporting bridge with automatic cut-off of scanning heads
- 03.03.04.50 Accessories for MAHLO weft-straightener:
- 03.03.04.52 1 cooling unit for the electrical side element (partially pre-assembled/pre-assembled).
- 03.03.04.54 1 additional safety package (RFMC) with electric sliding doors control by means of limit switches.

### **04.00.00 BASIC DESIGN OF THE STENTER FRAME**

- 04.00.01 1 SINGLE-LAYER STENTER – BASIC DESIGN  
TYPE BRÜCKNER POWER-FRAME "split-flow"

comprising:

The entry stand with operator's platform, comprising the two side stands, the lower draw roller, driven by inverter-controlled gearmotor, the guide rollers, the upper draw roller driven by an inverter-controlled gearmotor. The movable entry swings with chain return wheels running in ball bearings and the tensioning device for the fabric transport chain, the displacement unit and the articulations.

The thermo zones comprising the high-precision profiles, the transverse frame with the low-lub width adjusting spindles arranged freely accessible below, with motorized width adjustment and digital display of the width for all spindles (one spindle for 3 m of chain rail length).

The chain rail carrier to support the chain guiding rails. The sealed high temperature insulation (120 mm), the access doors, the automatic slot cover at the fabric entry and exit and the exhaust air openings on the dryer roof. The air circulation system, countered for each semi-compartment, comprising the ducts made of galvanized steel plates for air guidance, the air plenums for separate air guidance to the upper and lower air nozzles. Air circuit with low resistances (no dampers) and thus maximum efficiency. Including 16 air nozzles for each zone, plugged in for easy removal, designed as round-hole nozzles.

The pneumatically operated by-pass dampers for the lower air nozzles and the brake unit for the upper air fans.

The vertical fabric transport chain STAR-DUR (SK 999) with LONGLIFE gliding strips compensating the cross forces and guiding the fabric transport chain. Chain link bushes and bolts, automatically lubricated via minimum interval lubrication (PLC). Chain guiding rails made of rigid high-precision profile steel. Including the pin bar carriers with double-row pin bars (16 pins, size 11/1.07 mm) and diagonally overlapping ends.

The exit module comprising the two side stands, the draw-off roller, directly driven by an inverter-controlled gearmotor and the corresponding guide rollers.

The drive module for vertically circulating fabric transport chains made of stable side stands for the arrangement of the drive shaft and the chain return wheels. The gear flanged to the drive shaft for the connection of the main drive. The width adjustment spindle with gearmotor for the width adjustment of the exit chain rails.

Basic machine with 3.0 m entry zone and 3.5 m exit zone.

- 04.02.02      1 main drive motor 7,1 kW, control range 1:20, designed as AC cage motor with frequency inverter for speed control, including built-on separately driven fan, heat monitor, speed preselection, with electric motor brake.



- 04.03.01.01a 1 control cabinet, wired and ready for connection, including all control lines and switchgear, including mains supply with main isolating switch, colour RAL 7035 grey, cable laying on ground floor level in customer's cable duct.
- 04.03.02.01a 1 air conditioning of the control cabinet to protect the electronic components (max. ambient temperature up to 45 °C).
- 04.03.03.01a 1 set of connecting cables between the control cabinet and the individual electrical consumers, for a maximum distance of approx. 3.000 mm between the control cabinet and the outer edge of the machine in the entry area.
- ( 04.03.04.01a 1 set of shielded connecting cables between the control cabinet and the individual inverter-controlled drive motors for a maximum distance of approx. 3.000 mm between control cabinet and outer edge of the machine in the entry area.
- 05.03.00.03 1 BRÜCKNER MULTI-CONTROL Remote Maintenance
- Central programmable control system for all functions of the machine and the process. The control system comprises besides the I/O interface to the machine with all corresponding safety circuits also the control and display units with graphic representation of all important setpoints and actual values. A recipe administration system for the memorization of 300 - 500 data records for important machine and production parameters facilitates the operation. The conditions of the machine can be diagnosed with a detection system via event, error and process messages.
- For the best possible customer support the control system is provided with an internet-based remote maintenance system which allows to analyse and eliminate the problems at all essential control components. A separate DSL or broad range internet connection for the remote maintenance system has to be provided by the customer before the beginning of the commissioning. Possibly required access data such as for routing via the customer's network have to be available at Brückner already before the delivery of the line.
- 05.03.01.02 1 control tower with fan in high design on the entry stand for the control and display elements.

## **05.00.00 ENTRY STANDS AND ENTRY ZONE WITH AUXILIARY EQUIPMENT**

- 05.01.01.00 1 entry stand as described in 04.00.01 but additionally with 2 guide rollers.
- 05.01.01.10 1 upper draw-in roller, pneumatically pivoted.
- 05.01.08.03 1 overfeed pinning unit comprising the pneumatically liftable / lowerable overfeed pinning wheels, the pin-on brushes, the overfeed belts and the manually liftable re-pinning brushes. Overfeed pinning wheels with separate and independent speed adjustment for left and right side.  
  
Compressed air:  
6 bar | R 1/4"
- 05.02.02 1 pair of 3-finger selvedge uncurlers type LA 83, motor-driven.
- 05.02.07.01 1 fabric introduction unit with edge sensor.
- 05.03.13a 1 pair of selvedge guards (lever gauge) installed at the entry and at the exit.

## **06.00.00 ACCESSORIES FOR THE THERMO ZONES**

- 06.01.07.01 4 set of circulating air fans, comprising the fan wheels and the drive motors (4 x 4.0 kW per zone), including frequency inverter for continuous speed adjustment in the range of 30 – 100 %).
- 06.02.02.04 1 central radial-type exhaust air fan(s), blow-out direction upwards, including 5.5 kW drive motor and frequency inverter for continuous speed adjustment for an exhaust capacity of 18000 m³/h. Arranged on a support frame above the roof insulation.
- 06.03.01 4 set of floor insulation for the thermo zones including metal sheet cover.
- 06.04.08.01 1 heating system for direct gas heating with 2 forced-air burners in each single-layer chamber, design according to DIN EN 746-2.  
The separate temperature control in each half-zone allows a homogeneous temperature distribution across the complete fabric width of the line, in addition the Venturi system allows an optimum mixing of the circulating air with the newly supplied fresh air.



The system comprises the forced-air burners with manual shut-off valve, the ignition device, the flame monitoring and the corresponding safety valves, the lint screens which are retractable from the outside (double screens) and the integrated ducts made of galvanized steel sheets, the indication of the actual value / setpoint, the controllers and temperature sensors.

The gas burners comply with the currently applicable german emission regulations.

Gas type:	natural gas
Energy value:	9.87 kWh/Nm <sup>3</sup>
Nominal thermal output:	max. 180 kW / burner
Gas pressure at the burners:	27 mbar
Control range:	≈ 1 : 40

- 06.04.11 1 gas safety and control circuit for all burners including valves and pressure gauges for a maximum gas supply pressure of max. 1000 mbar and an acceptable variation of max. +/- 150 mbar, (please inform us immediately in case of other gas pressures).

## 07.00.00 **EXIT ZONE AND DOWNSTREAM PLANT COMPONENTS**

- 07.01.01.02 1 cooling zone type 1500, comprising high-precision steel profiles, the air circulation unit with built-in ducts made of galvanized steel sheet for air guidance. Cooling air in-take directly in front of the fan below the fabric web, with bolted-on lint screen. The cooling air plenum to guide the air separately to the upper and lower air nozzles and the corresponding two radial fans with flanged-on fan motors, 4.0 kW each. Including 8 round-hole nozzles, plugged-on for easy removal.
- 07.03.01.01 1 plaiter comprising the plaiter arm with integrated draw roller and AC servo-gearmotor 5.4 kW and the plaiter pendulum driven via eccentric disk for a plaiting width of 1,000 mm (fabric speed max. 80 m/min.).
- 07.03.04 1 high-capacity ionisation unit, with two ionisators to eliminate static electricity in synthetic fibre fabrics, including voltage generator and ionisator.



**08.00.00            BATCHER**

- 08.02.03            1 large-diameter, surface-driven batcher mounted at the machine exit frame, with lifting and lowering unit to generate and relieve the pressure on the batching roller supported in the hinged arm, batch diameter max. 2,000 mm with separate drive by AC servo motor 5.4 kW.
- 08.02.08.01        1 BRÜCKNER traversing roller for staggered selvages.
- 08.02.08.04        1 bowed expander roller, idle-running.
- 07.03.04           1 high-capacity ionisation unit, with two ionisators to eliminate static electricity in synthetic fibre fabrics, including voltage generator and ionisator.

**09.00.00            AUTOMATIC CONTROL SYSTEMS****09.02.07            BRÜCKNER AUTO CONTROL**

Measuring sensors to be connected to the central PLC for the following functions:

- 09.02.07.01       1 **OPTI-HUMIDITY (Exhaust air humidity)** with measuring probe comprising the heated sensor and measuring amplifier to control the exhaust air volume (speed of the exhaust air fan).
- 09.05.01           1 electrical integration of one unit provided by customer with the followings signals:
- line Start/Stop
  - emergency stop
  - line speed (0 - 10V or 4 - 20 mA)

**TOTAL PRICE CIP Dokkum**

**Incoterms® 2010, ICC,**

with packing for truck transport,  
with insurance, without unloading,  
with installation.

**Installation costs:****included in the total price**

The costs include the salary for the supervision of the machine installation for a period of 36 working days (8 working hours per day) (approx. 7,2 weeks).

In detail we will provide:

- One installation specialist for the supervision of the mechanical installation for a duration of 20 working days (approx. 4 weeks).
- One engineer and one installation specialist for the mechanical commissioning in cooperation with an electric specialist provided by the customer for a duration of 16 working days (approx. 3,2 weeks), including 5 working days of training/instruction for the operators on site.

The buyer provides for any transport of our specialists between mill, hotel and airport.

To guarantee that the work is carried out within the specified installation time, the buyer will place the following personnel free of charge at the disposal of our specialist:

- 3 skilled mechanics/machine fitters and
- 3 helpers

The following should be provided for the work to be carried out by the customer:

- 2-3 pipe fitters
- 2-3 skilled electricians
- 1 mason/welder (as required)

The necessary transport and lifting equipment (as well as tools which our specialist will ask for on loan basis, if required) must be provided free of charge by the customer.

Should the installation time be exceeded owing to delays or interruptions (for example because the required skilled and auxiliary personnel is not available), the responsible party will have to bear all additional installation costs.

The customer (buyer of the parts) will be held responsible for delays in the commissioning / installation due to delayed delivery/insufficient function caused by components which the customer buys himself and which shall be operated together with our machines.

The customer confirms in writing before our technician travels for the installation that all required preparations such as main connections (power/heating), foundation (steel frame etc.) and connections of the auxiliary media are completed.

The installation (BRÜCKNER's part of supply) is completed with the mechanical/electrical proof of function and operators having been instructed; the commissioning takes place immediately afterwards with or without production of fabric for a maximum of 72 hours and the acceptance certificate has to be signed by both parties.

The indicated installation period is only a not binding guideline.

**Drying capacity - POWER-FRAME**

Water evaporation approx. 1660 kg/h for an installation height of up to 1000 m above sea level and based on the following conditions:

4 zones	each 3 m long
3200 mm	fabric width
100 %	initial moisture content, based on the dry weight
8 %	final moisture content, based on the dry weight
150 °C	air temperature at nozzle outlet
100 g/m <sup>2</sup>	fabric weight

with the following test fabric: pure, normally drying cotton fabric in linen texture, desized, unfinished, entering the padder in a dry state, considering an installation at sea level.

The acceptance test must be carried out not only in accordance with the "Regulations for the determination of performance and consumption data and the execution of verification tests with textile dryers", Edition A: Dryers for woven fabric. Publisher: Association for Textile Machinery in the VDMA and General Association of the German Textile Finishing Industry but also according to the VDMA publication: 24353:1967-11: Drying systems; acceptance tests with dryers.

**Heat consumption for drying**

Approx. 3,612 kJ (860 kcal) per kg evaporated water.



**Extent of Delivery:**

Our delivery only comprises the above mentioned parts.

**The customer is asked to provide for or execute the following parts or works as well as all parts or works which are not explicitly indicated in the scope of supply:**

- All modifications regarding the building, such as required penetrations for the tubes, chimneys and the corresponding sealing.
- Glass and lighting works and / or installation, pits/dens and pit covers.
- Unloading and transport works from the unloading place to the installation site;
- Safety equipment for halls and / or production units, such as fire extinguishers, sprinkler installations etc.
- The lighting of the installation site and the line, including the installation works;

The unit is designed for operation with a TT or TN type power network. In case of operation with an IT type power network, a corresponding isolating transformer has to be provided which is not part of the scope of supply.

- The electric mains connection to the control cabinet including main fuses;
- A possibly required or desired marking of the single conductors in the control cabinet;
- Earthing and overvoltage / lightning protection and statical discharge, if required;
- A check of the insulation and protective conductors if required or prescribed;
- The required volume flow of compressed air with 8 bar for the compressed air supply, including supply lines, valves and accessories up to the respective consumers;
- According to EN ISO 12100, Part 2, Paragraph 4.11.4 "Re-start after energy failure" and guideline 2006/42/EG, Annex I, Para 1.2.6 "Failure of the energy supply", the customer has to provide in the energy supply system e.g. for compressed air (pneumatic system) all units required to prevent that the energy automatically and unintentionally returns.
- The customer has to provide for a sufficient ventilation and air conditioning of the machinery hall so that the ambient temperature around the machine does not exceed 45°C.

The supplier will assume no responsibility for the life of electrical and electronical devices if this ambient temperature is exceeded.

- The supplier will in not supply specific certificates for certain countries and / or operating permits. The customer of the line has to provide such documents / certificates in time and on their own account. Costs caused by delays in the installation / commissioning / acceptance of the line due to such missing documents / certificates have to be borne by the customer. If the customer is not the operating company, these documents have to be provided by the operating company.
- Approval procedures for all installation works and components, as well as officially required acceptance procedures;
- Provision and installation of any not expressly indicated steel structure works, scaffolds and stairs for installation and maintenance purposes, including static calculation;
- Installation material such as cable trays and cable lines, fixing elements, etc.
- Supply of test material and energies for the installation and commissioning;
- Separate telephone line for the control cabinet modem (if required);
- Feeding of air from outside (if required);
- For the cooling water supply: the required quantity of cooling water, the lines for the water supply and the drain tubes including the required valves and accessories.
- If not specified in the scope of supply, the line will be supplied without exhaust air cleaning system. The customer is responsible for the meeting of local emission limits and regulations. The corresponding equipment for exhaust air cleaning has to be provided by the customer. If an exhaust air cleaning system is supplied it corresponds to the state of the art. If, however, particular emission limits have to be met, the customer has to specify such limits and regulations during the negotiations.
- For the padder: the water supply line and drain pipes including valves and accessories, the complete liquor preparation station, the compressed air supply.
- For gas heating: the main gas supply lines to the gas safety and control circuit and from there to the burner unit in each compartment including all required fixation elements, ducts, trays / trails and supports have to be provided by the customer. Direct gas heating must not be used for fabric with particular sensitive dyeing or fibres and for fabric treated with solvents.
- The air and exhaust air ducts from the connections to the fans and from the fans through the roof, including the installation of the air and flue gas ducts, chimney and connection of the same, including all required fixation elements, ducts, trays, supports and foundation works as well as insulation and silencer if required by local authorities.
- All foundation works (foundation steel frame) for all equipment and the floor insulation for the dryer. The foundation must have a max. clearance of  $\pm 2$  mm.
- All installation work including electricity, gas, water, air and other installation work providing qualified personnel, including helpers according to the order confirmation, in addition cranes / lifting tackles for the installations.



- A separate DSL or broad range internet connection for the remote maintenance system has to be provided by the customer before the beginning of the commissioning. Possibly required access data such as for routing via the customer's network have to be available at Brückner already before the delivery of the line. In case of an insufficient transmission quality or in case of data transfer restrictions due to specific local reasons the complete capacity of the system is not granted.
- The customer provides the electric cables between control cabinet, control panels, motors and any and all other electrical devices or units as well as the shielded cables and the respectively required installation material as far as these are not explicitly included in the scope of supply.
- In the event of the average room temperature exceeding 45 °C, air conditioning is required and must be provided for the machine control cabinet to protect the electronic components.

#### **Actual delivery period:**

Despatch from our works in week 13/ 2016, provided that all technical data have been completely clarified and that we have received the stipulated down payment and the order confirmation signed by the customer.

The above mentioned delivery period is based on the current delivery situation. If the stipulated payment is made more than 2 weeks later than receipt of order confirmation (date of the order confirmation), the delivery period will be adjusted to the real delivery situation.

#### **Liability for defects:**

We are liable for defects of the equipment, provided that it is appropriately operated and working 3-shift for a period of 12 months as from the date of commissioning but not more than 15 months as from the date of last delivery (particularly in case of delays of commissioning for which Brückner is not responsible). If the machinery cannot be delivered immediately for reasons the customer is responsible for, the liability period begins with the date of notice of readiness for dispatch. All wear parts are excluded.

If an exchange of defect parts takes place in this period, the new liability period is 3 months and extends, however, at least until the end of the original liability period.



We want to point out that arrangements for the auxiliary equipment to be purchased by us for this order have been made for the complete order. Therefore, any modification of this order will only be possible if these arrangements are not effected. Otherwise we shall be obliged to charge you with the costs incurred.

**Provision of auxiliary equipment by the customer:**

Components/systems provided by the customer can be integrated into the machine only if this has been checked individually beforehand and confirmed in the order (as a separate item).

For any component / system provided by the customer the customer shall provide the "EC Declaration of Conformity" for complete machines or the "Declaration of Incorporation" for partly completed machines and send them completely to the supplier. If these documents are not available, a "EC Declaration of Conformity" cannot be issued for the complete machine and no CE mark can be fixed at the complete machine. The supplier will in this case issue a "EC Declaration of Conformity" only for his part of supply (the "EC Declaration of Conformity" for the complete machine must be issued by the customer).

All required information and data regarding the mechanical and electrical interfaces of the components provided by the customer must be given to the supplier 12 weeks before the delivery at the latest. Delays will directly affect the delivery date. The seller reserves the right to invoice extra costs for the planning and constructional connection of the components provided by the customer.

**Reservation of title:**

We reserve the right of ownership on the delivery items specified in this order confirmation until receipt of full payment as stipulated.

**Modifications and supplements:**

The parties, orderer and supplier agree that this specification and its enclosures and the attachments describe the delivery item and the scope of supplies and services completely and finally. The supplier will not accept any separate verbal or written agreements which are not explicitly specified in this contract as part of the scope of supplies and services. All and any previous agreements are no longer valid.

If the final customer and/or user of the delivery item are not identical with the orderer, potential modifications can be made only by the orderer.

The prices included in the above specification are only valid for the described execution. If the orderer has not specified any special operating conditions or design changes, the standard configuration will be supplied.

The line will be executed according to the safety directions in DIN EN ISO 11111 and DIN EN ISO 12100 and in narrow cooperation with the German Employers Liability Insurance Association. If any safety-related special requests shall be considered, we reserve the right to calculate any possibly resulting additional costs. This applies also if design modifications will be necessary due to official constraints.



Posterior modifications of the supply contract are only possible by mutual agreement and in written form or as text. Should modifications be agreed subsequent to the confirmation of the order by the supplier, the supplier shall be entitled to invoice the resulting additional costs to the orderer even if this is not explicitly emphasised at the time such modification has been agreed.

The final price does not include the mechanical or electrical integration of units provided by the orderer which shall work in line with supplied range. If the customer wants such an integration, this has to be clarified previously. If the integration is possible, this will lead to additional costs.

If the control system of the range is modified on site at the request of the customer, this will lead to additional costs the supplier may invoice separately.

The supply is governed by the German Legislation (excluding the UN Sales Convention (CISG)) and by the attached General Conditions for Supply and Installation of Machines in the 3/2005 version (in case of discrepancies of translation the German version is applicable). The terms of delivery are integral part of this order confirmation. The orderer agrees with all points of the technical and commercial conditions of this document.

If there is no order confirmation counter-signed by the orderer is available after receipt of the down payment / opening of the L/C, the stipulations of this order confirmation are valid and applicable together with the indicated and attached General Terms.

If the planned date of delivery is delayed due to a fault of the orderer, the note of readiness for dispatch issued by the supplier is considered as fictitious delivery date and the originally stipulated payments will become due at the corresponding dates.

The machine is considered as accepted when the acceptance test has been made. Minor defects which do not affect the performance of the machine are no reason to refuse the acceptance or the signing of the acceptance protocol. If an acceptance test cannot be performed due to the fault or omission of the orderer, the date for the acceptance test suggested by the supplier is considered as date of acceptance.

If no defects are known and if the acceptance protocol is nevertheless not signed by the orderer, the line is considered as accepted 30 days after the sending of the acceptance protocol by the supplier and the period of liability for defects begins at that date, too. If the machine is in production, the beginning of production is considered as date of acceptance even if the acceptance protocol has not been signed and the period of liability for defects begins at that date, too.

#### **Reservation of the right to withdraw from the contract:**

The supplier will make all reasonable efforts to provide a possibly required export license. The supplier will however not assume any guarantee that such an export license will be granted. The supplier does though not know any conditions which may be opposed to the granting of an export license.

In case a German authority refuses the export license for the line, the supplier has the right to withdraw from the contract.