General Conditions of Purchase (11/2026)

Valid as of: 01.11.2026

1. General

1. All orders for deliveries and services are exclusively subject to the General terms and conditions of Purchase (GPC) of the customer. Contradictory or variant conditions of trade on the part of the supplier shall be acknowledged by the purchaser solely where the latter has expressly given its consent in writing. The unconditional acceptance of or payment for goods or services by the purchaser shall not constitute consent.
2. In ongoing business relations these terms and conditions of purchase shall apply after the first-time performance of delivery / service also for all future business transactions, unless no other arrangements have been expressly agreed.
3. Subsidiary agreements and deviating agreements are not legally effective unless they have been confirmed in writing.

2. Orders, acceptance

1. Orders are only issued to suppliers which are authorized by the purchaser. The conditions of authorization shall be regularly reviewed.
2. Orders and delivery requests and any amendments or supplements thereto shall be made in writing. They shall only be binding where they bear the signature of two authorized employees of the purchaser.
3. Oral agreements of any kind shall require written confirmation by the purchaser in order to be valid.
4. Written form shall also include e-mail, remote data transmission (EDI) and fax. The electronic transfer of data by means of EDI shall be regulated in a separate agreement in which the parties shall lay down the binding legal terms and conditions of data handling.
5. In correspondence relating to orders issued, the purchaser's order and material number shall always be indicated.
6. Where the purchaser's order confirmation differs from the order, the supplier shall expressly point this out. If this is not done, the purchaser's silence may not be deemed to constitute consent.
7. The quality assurance agreements with the supplier and the delivery and packaging terms of the plant of the purchaser to which delivery is to be made shall form an integral part of these terms and conditions.
8. The application terms and performance data (productivity/efficiency/energy-influencing measurements) of machines, systems and processes are constituent parts of the order. They will be specified accordingly by the purchaser and agreed on by the supplier.

3. Delivery

1. Agreed dates and deadlines shall be binding. Arrival at the purchaser's plant shall be deemed to constitute delivery for the purposes of determining compliance with the delivery deadlines and time limits for delivery. Save as otherwise agreed, transport shall be carried out in accordance with INCOTERM Clause 2010 "DDP" (named place of destination). The supplier is to make the goods available on time, taking into account the amount of time required by the freight forwarder for loading and shipping.
2. Where the supplier has to assume that delivery or performance will not or only partly take place by the agreed deadline, it must immediately inform the purchaser thereof, indicating the reasons and the likely delay.
3. In the event of default on the part of the supplier, the purchaser shall be entitled to withdraw from the contract or claim compensation for non-performance without being required to extend the deadline or give notice of its intention to refuse performance. The purchaser shall be entitled to claim a contractual penalty of 1% of the total net order value for each week of default or part thereof, up to a maximum of 5%.
4. The unconditional acceptance of the delayed delivery or performance by the purchaser shall not be deemed to constitute a waiver on its part of any compensation claims it might have as a result of delayed delivery or performance; this shall apply up to the time of full payment of the remuneration owing for the delivery or performance in question.
5. Part deliveries shall be strictly ruled out unless the purchaser has expressly consented to them or can reasonably be assumed to have done so.
6. Subject to other proof, the values ascertained by the purchaser in the process of incoming goods inspection shall apply with regard to the number of items, weights and measures.
7. With regard to any software that forms part of the product delivery, including any relevant documentation, the purchaser shall have the right of use to the extent permitted by law.
8. The supplier is to outline operating, maintenance and repair criteria in respect of systems, equipment and buildings, and provide training documentation.
9. As regards the manufacture and packaging of products covered by contract, only jointly determined places of production shall be authorized.
10. Where the supplier is unable to make the required capacities available at the authorized place of production, the purchases shall immediately be informed thereof. In this case, the supplier is requested to outsource production in order to guarantee that the purchaser receives continuous supplies.
    Production at an unauthorized place or by a third party shall require the prior written consent of the purchaser. In the event of outsourcing, the supplier shall transfer all of the obligations assumed by himself to the third party in question.

4. Dispatch

1. The supplier shall guarantee that the goods are transported in clean and suitable containers and vehicles, and that contamination and other adverse impacts on the goods are avoided.
2. For each individual consignment, the supplier shall be required to send a detailed dispatch note separately from the goods and invoice on the date of dispatch. A delivery note and packing list shall be attached to the consignment. In the event of transport by ship, the shipping documents and invoices shall indicate the name of the shipping company and the ship. The supplier shall choose the transport option which is most favorable and best suited to the purchaser.
3. The order reference and details of the place of unloading shall be indicated in full in all dispatch notes, delivery notes, packing slips, bills of lading, invoices and on external packaging.
4. The supplier shall in principle be required to package, identify and dispatch any dangerous goods in accordance with the provisions applicable at national/international level.
5. The pallet layout indicated by the purchaser in the specification shall be strictly complied with.
6. The supplier shall be liable for any damage and shall bear any costs arising as a result of failure to comply with these terms. It shall also be responsible for ensuring that its sub-contractors comply with these dispatch terms.
7. When goods are delivered, a delivery note shall be presented which clearly indicates the purchaser's order and material number and the nature and volume of the consignment. In addition, for packaging materials which come into contact with foodstuffs, the delivery note shall bear the glass and fork symbol.
8. The transport packaging required to dispatch the goods shall either be recovered by the supplier at its own cost or disposed of by the purchaser at the supplier's cost.
9. Any consignments which cannot be accepted as a result of their failure to comply with these terms shall be stored at the supplier's cost and risk and be returned subject to a charge.

5. Prices, payment terms

1. Save as otherwise agreed, the prices indicated in the order shall be deemed to constitute fixed prices; the costs of dispatch and packaging shall be borne by the supplier.
2. If monthly instalments have been agreed, these are settled on a pro rata basis.
3. Save as otherwise agreed in writing, prices are in principle quoted exclusive of applicable VAT. In invoices, VAT shall always be shown separately.
4. Save as otherwise provided, invoices shall be paid within 45 days at the net amount or within 15 days minus a discount of 3%. The payment period shall begin at the time of complete performance in accordance with the contract and on presentation of a due and proper and auditable invoice.
5. The transfer of ownership takes place upon delivery of the object(s) ordered.
6. Payments by the purchaser shall not be deemed to constitute acknowledgement of either performance in accordance with the contract, the supply of goods or provision of services free from defects or due and proper invoicing.
7. Electronic transfer of invoices by EDI (message type INVOIC) without paper invoicing shall be permitted solely on the basis of a separate written agreement.
   In the event of electronic invoicing, the supplier shall be required to guarantee the authenticity of origin, the integrity of the contents and the legibility of the invoice. In addition, the applicable legal rules concerning record keeping, the principles of correct computerized bookkeeping and the principles of data access and the auditability of digital documents shall also be complied where electronic invoicing is used.
8. All invoices shall indicate the time of delivery and the purchaser's order and material number.

6. Assignment, set-off and right of retention

1. Claims of the supplier arising out of the contract may not, without written consent, be assigned in full or in part to third parties.
2. Set-off and retention rights may be asserted in the context of statutory requirements only where these have been legally established, are undisputed or are acknowledged by the purchaser.

7. Quality of the goods/services supplied

1. The supplier shall guarantee the perfect quality and the unrestricted suitability of the goods/services supplied and shall assure that the delivery / service complies with the assured characteristics described in the specifications or product brief.
2. The contracting parties are obliged to work towards the completeness and clarity of the specifications. The supplier will therefore study the interfaces to their products in advance and ensure that said products and services are compatible with up- and downstream products and services, thus enabling them to fulfil the agreed quality requirements.
   If it becomes apparent, in the course of the execution of the order, that the description of the service to be provided has defects or gaps, the contractor must immediately inform the customer about these and the consequences resulting therefrom. The customer will carry out the clarification / supplement in agreement with the contractor.
3. The supplier guarantees that the goods or items being supplied correspond to the state of the art and comply with the relevant legal requirements, provisions and/or guidelines of authorities and professional and trade associations.
   Generally and internationally recognized standards (e.g. DIN, ISO, VDI, VDE, CE) shall be complied with without express agreement. Operating materials and work equipment are therefore to bear the CE mark (or be subject to the transfer of an EC declaration of conformity) and GS test certificates. Where deviations from these requirements are necessary in individual cases, the purchaser's written approval shall be obtained.
4. In specifications for raw materials and finished products, the allergens contained shall be listed in accordance with Regulation (EU) no. 1169/2011 and any subsequent amendments. When manufacturing products contain allergens, cross-contamination shall be avoided.
5. The traceability (Regulation (EC) No 1935/2004) of raw materials, primary packaging and packaging materials coming into contact with foodstuffs shall be guaranteed by the supplier.
6. In the case of packaging materials bearing a barcode, the supplier shall ensure and demonstrate a barcode quality of at least B(3) in accordance with CEN/ANSI/DIN EN 1635; the requirements of DIN EN 797 shall also be met.
7. The products to be supplied may not consist of or contain genetically modified organisms (within the meaning of Section 3 of the German Genetic Engineering Act). When manufacturing, producing and/or rearing products, no installations or processes involving genetic engineering or substances obtained from genetically modified organisms may be used. This shall also apply to ingredients or, in the case of compound ingredients, to the input and output products of the ingredients, and to the auxiliary materials used in the manufacture of products and ingredients.
8. Where the supplier provides certificates, test reports, certificates of origin or the like, the information they contain shall be deemed to constitute guaranteed properties. Where, on the basis of these documents, the customs authorities require imported goods to be classified differently to what was envisaged, any additional costs arising as a result shall be borne by the supplier.
9. The products must be importable under the German Foreign Trade Act [Außenwirtschaftsgesetz].

8. Defects in quality and title

1. Save as otherwise provided below, defects in quality and title shall be subject to statutory provisions.
2. Acceptance shall be subject to an examination for the purpose of establishing freedom from defects, in particular that the goods/services supplied are correct and complete, to the extent and as soon as this is possible in the normal course of business. For the maintenance of all claims, it shall be sufficient if defects are notified within four weeks of delivery or, in the case of concealed defects, within two weeks of their being detected.
3. Where defects are present, the purchaser may choose to require that they be removed or that a replacement delivery be made. Consignments subject to complaint may, at the purchaser's discretion, be sent back to the supplier at the latter's cost or, where a request that the consignment be recovered is not complied with within the deadline set, be stored at the supplier's cost and risk and in its name.
4. In the event of defects in title, the supplier shall release the purchaser from any third-party claims that might exist, unless it is not responsible for the defect in title.
5. Formal acceptance within the meaning of Sect. 640 of the German Civil Code (BGB) is always agreed upon. This acceptance will take place following successful commissioning and test operation, as documented in an acceptance log.
6. During the acceptance procedure, measurement equipment and a defect-free acceptance log are to be used to demonstrate fulfilment of the performance data/pledged properties. Furthermore, a list of legal requirements to be observed is to be provided (with particular focus on environmentally and hygiene-friendly design, occupational safety, energy efficiency, food-safe requirements, etc.)
7. To ensure that these values can be reproduced, the supplier is to furnish the purchaser with information in respect of how energy-influencing factors can be measured.
8. Acceptance marks the point at which the final transfer of risk from supplier to purchaser occurs.
9. To ensure flawless functionality, especially in respect of the features and properties pledged, the supplier is to assume warranty obligations (liability for defects) for a period of 24 months following successful acceptance, max. 30 months from the point of delivery in a fault-free condition.
   This does not apply to certain parts recognized as being susceptible to wear and tear by the purchaser.
10. Any defects detected are to be rectified immediately and free of charge. If the supplier fails to meet their obligations in this regard, the purchaser is entitled to have the defect removed at the expense of the supplier.
11. Where the supplier meets its obligation to remedy performance by making a replacement delivery, the warranty period shall recommence in respect of replaced goods after their delivery and shall be for 24 months. For replacement deliveries and repair work required to remedy the defects, the supplier is liable to the same extent as for the original delivery item.
12. Where the purchaser incurs costs as a result of the defective supply of goods/services covered by contract, in particular transport, travel, labour or material costs or the costs of an inspection which exceeds the usual scope, these costs shall be borne by the supplier.

9. Product liability/protection

1. The supplier shall be obliged to release the purchaser from any claims arising from product liability under German and foreign law insofar as the loss is caused by a defect in the goods/services covered by contract and supplied by the supplier. The supplier shall bear all costs and expenses, including appropriate legal costs.
2. Before launching a recall resulting in part or in full from a defect in the product supplied by the supplier, the purchaser shall inform the supplier thereof and give it the opportunity to participate, unless informing the supplier and its participation is not possible because of the particular urgency of the matter. Where the recall is the result of a defect in goods/services covered by contract and supplied by the supplier, the supplier shall bear the costs of the recall.

3. The contractor is obliged to take out and maintain insurance with a reputable and financially stable insurance company that adequately covers its obligations arising from the orders placed by the client. In particular, the Contractor undertakes to take out and maintain a business and product liability insurance policy with an insured sum of no less than € 10,000,000 per damage event and insurance year for personal injury and property damage. The amounts can be maximized twice a year.
4. The contractor is obliged to submit the corresponding insurance confirmations to the Client immediately upon request
5. The supplier undertakes to prevent authorized access to warehouse and production facilities.
6. After receiving the prior written consent of the purchaser, the supplier is entitled to commission a specialized contractor to perform any part of their obligations arising from this agreement. The subcontractor may not commission any further subcontractors.
   The subcontracting of third parties without the prior written consent of the purchaser entitles him to withdraw in whole or in part from the contract and to demand compensation.
   Insofar as subcontractors are involved with the consent of the purchaser, the supplier shall in particular oblige the subcontractor in writing to maintain secrecy and data protection provisions pursuant to paragraph 13.
   All liability obligations remain entirely with the supplier.

10. Force majeure

1. The contractual parties shall not be liable to each other for any loss cost, damage or expense caused by delays or omissions in the performance of obligations of the respective parties, if such delays or omissions result from war, acts of war or hostilities, public riots or unrest, earthquakes, storms, floods or other natural disasters, accidents, boycotts or resolutions of state authorities.
   Strikes or other industrial action, blockades or the temporary cessation of transport, as well as a lack of starting or packaging materials or breakdowns of the facilities are expressly not considered to be force majeure.
   In recognizing such emerging difficulties, the contracting parties are obliged to inform each other without delay.
2. If the obligation of the contractor is interrupted as a result of force majeure, the contractor endeavors to keep the duration and effects of this interruption to a minimum and to seek alternative solutions in consultation with the customer.
   Where an interruption to supplies lasts for more than three months, the purchaser shall be entitled to withdraw from the contract without compensating the supplier.

11. Occupational health and safety regulations

1. Before commencing an assignment at the purchaser's premises, the supplier shall enquire about and observe any existing occupational safety, health protection, regulatory action and accident-prevention regulations (statutory regulations and regulations of the Employers' Liability Insurance Association) applicable at the purchaser's.
2. The purchaser's technical guidelines for works carried out by third-party firms to plant, machinery and buildings and other facilities shall form an integral part of the contractual relationship with the supplier and can be downloaded from the purchaser's website.
3. Prior to beginning its first assignment, and on an annual basis thereafter, the supplier shall instruct its employees of the particular framework conditions applicable at the time in the purchaser's facilities and instruct employees to follow the rules in place at the customer's place of business. These instructions are to be documented and signed by the person being instructed. On demand, a copy is to be handed over to the purchaser.
4. The supplier assumes responsibility for furnishing the purchaser with a named list of all employees.

12. Items supplied by the purchaser

Materials, parts, containers and special packaging supplied by the purchaser shall remain its property. They shall be used solely for their intended purpose. Materials shall be processed and parts assembled on the purchaser's behalf. It is hereby agreed that the purchaser shall co-own the products manufactured using such materials and parts in the proportion of the value of the items supplied to the value of the overall product.

13. Secrecy/data protection

1. All business or technical information to which the purchaser provides access, in particular market data, product developments and characteristics and customer relations, shall, unless it is demonstrably public knowledge, be kept secret from third parties and may be divulged within the supplier's own business solely to persons who require the information for the purpose of fulfilling the order and who shall also be bound by secrecy.
2. All information coming from the purchaser (including, where appropriate, any copies or recordings made) shall, on its request, be returned to it immediately and in full or be destroyed.
3. Products produced using documents drawn up by the supplier, such as drawings, models and the like, or on the basis of confidential information provided by it or using its tools or tools modelled thereon, may neither be used by the supplier itself nor offered or supplied to third parties.
4. Transferred items, such as drawings, samples or other originals such as models, tools, slides, artwork, etc., shall remain the property of the purchaser and may not be made available to third parties without its consent; they shall be returned to the purchaser on an unsolicited basis after the order has been completed.
5. The purchaser shall retain all rights to such information, products and transferred items (including copyright and the right to apply for commercial property rights, such as patents, utility models, trademarks, etc.).
6. When accessing personal data, the applicable data protection regulations, e.g. the Basic Data Protection Regulation (DS-GVO), must be observed.
7. The contractor expressly assures that it implements and maintains appropriate technical and organizational measures and other protective measures for the proper security of all information or data of the ordering party.
8. The contractor undertakes to inform the ordering client as soon as possible about a cyber security incident concerning access to data or information of the client, and in any case within 12 hours after the contractor discovers the cyber security incident
9. The contractor is obliged to indemnify and hold harmless the client from and against all claims of third parties if these are caused by information or cyber security incidents of the contractor's information system.
   The contractor shall be liable to the ordering Client within the framework of the statutory provisions for data loss, damage and other damage caused by information or cyber security incidents of the contractor's information system as well as stupidity, incorrect operation, intent.

14. Employment standards and code of conduct

1. The supplier shall guarantee that, within its company and regarding the manufacture of the items to be sold, the applicable national laws and regulations, the minimum branch standards and International Labour Organisation (ILO) conventions, the Universal Declaration of Human Rights (UN) and the United Nations Sustainable Development Goals (SDGs). Our activities in the CAFEA Group supplier network are based on the „OECD Due Diligence Guidance for Responsible Business" and cover the following topics: freedom of assembly and the right to collective bargaining, the prohibition of discrimination, wages, working time, safety at work, the prohibition of child labour, the prohibition of forced labour and environmental and safety matters.
2. In order to meet certain social and environmental standards, the BCSI Code of Conduct in its current version shall be applied and complied with by the supplier in full and without any amendment or suspension of individual provisions thereof.
3. A complaints mechanism should be set up within the contractor to enable anonymous complaints by employees and thus the early identification of (possible) adverse impacts on human rights. Care must always be taken to ensure that a fair, balanced and predictable procedure is created or used that ensures access for all potentially entitled parties.
   The contractor is required to adhere to a non-retaliation standard in relation to workers' grievances or trade union activity, including the protection of whistleblowers.
4. The basis for all business relations shall be ethical conduct and compliance with the relevant national and international laws and standards. Corruption, bribery or breach of trust in any form shall be prohibited. Both management and employees shall conduct themselves in such a way as to ensure that no personal dependencies or obligations arise. The business partners shall undertake to ensure that this is the case by means of appropriate monitoring systems covering the entire company.
5. The contractor shall ensure for itself and its subcontractors that only such employees are put to work who are insured in accordance with the statutory provisions in all areas of social insurance. The contractor shall also ensure for himself and his subcontractors that all statutory, governmental, professional association and collective bargaining obligations are complied with. The ordering customer is entitled at any time to demand appropriate certificates of clearance / certificates of compliance from the contractor. These are in particular certificates of the latest date from the fiscal authorities, the responsible social security institutions and the employers' liability insurance association or the workers' compensation board. If non-compliance with statutory/tariff provisions is established or if certificates of clearance are not provided, the ordering customer shall have a right of retention with regard to a reasonable part of the remuneration. Further rights of the client remain unaffected.
6. The purchaser has introduced an energy management system in accordance with DIN EN ISO 50001. Protecting the environment and continually enhancing energy use are key pillars of the purchaser's company mission statement. Economical use of natural resourcesresources (in particular energy, water, raw materials, primary materials), the use of environmentally sustainable and energy-saving processes and the extensive minimisation of environmental impacts (in particular emissions, pollutants, waste, waste water) shall also be binding for the supplier when working in the plants of the purchaser. When purchasing products, services and facilities which have or might have an impact on essential energy use, the purchase shall be assessed partly on the basis of energy performance (energy use, energy consumption, energy efficiency).
   The supplier's suppliers shall also be informed by the supplier of the need to meet these requirements.
   The purchaser shall reserve the right to verify compliance.
7. Insofar as the products supplied by the contractor fall within the scope of Regulation (EU) 2023/1115 (EUDR), the contractor undertakes to fully comply with the requirements set forth therein. In particular, the contractor shall ensure that the relevant products have been produced and procured in a deforestation-free manner and in accordance with the provisions of the EUDR, and that the requirements are met throughout the relevant supply chain. Upon request, the contractor shall provide the client with all information and evidence necessary for compliance with and verification of the EUDR in a complete and timely manner, and shall immediately notify the client of any violations or relevant risks within the supply chain of which it becomes aware.

15. Export control and customs

1. The supplier shall be obliged to indicate in its business documents any licencing requirements in the event of the export or re-export of its goods in accordance with German, European and US export and customs regulations and the export and customs regulations of the country of origin. To that end, the supplier shall provide the following information in its offers, order confirmations and invoices for the respective items:
   - the export list number in accordance with Annex AL of the German Foreign Trade Ordinance [Außenwirtschaftsverordnung] or comparable list numbers of the relevant export lists,
   - the ECCN (Export Control Classification Number) for US goods in accordance with US Export Administration Regulations (EAR),
   - the origin of its goods and their components including technology and software,
   - the statistical commodity number (HS code) of its goods, and
   - the name of a contact person within its company who can deal with any questions.
2. At the purchaser's request, the supplier shall be obliged to provide all other foreign-trade data relating to its goods and their components in writing and to immediately inform the supplier in writing of any amendments thereto.
3. AEO Authorised Economic Operator
   The purchaser is AEO-F certified and is therefore only able to work with companies that are also AEO-F and AEO-S certified. Non-certified contractual counterparties undertake to sign safety declarations if necessary in exceptional circumstances.

16. General terms

The place of performance for all deliveries and services shall be the delivery address given by the purchaser. The place of jurisdiction is, at our choice, the registered office of the company placing the order, Hamburg or the place where the order is placed.
Only the law of the Federal Republic of Germany shall be applicable. The provisions of UN Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.
Where a provision of these terms and conditions and any further agreements concluded is or becomes invalid, this shall not affect the validity of the remaining provisions. The contractual parties shall be obliged to replace the invalid provision with another provision which most closely approximates the economic effect of the invalid provision. The same shall apply in the event of a loophole.

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1.) General guidelines

To be executed in line with the latest technology (e.g. with regard to energy output), good manufacturing practice in accordance with Regulation (EC) No. 2023/2006 and any other legislation currently applicable in Germany or the EU. This includes a complete conformity declaration in accordance with EC regulations.

Machines, plants and components must be suitable for the respective application.

The design, construction and installation of machinery, equipment and components must be carried out in accordance with Hygienic Design principles for simple, safe and efficient cleaning. This is based on the EU Machinery Directive 2006/42 (Annex I, 2. 1ff), the requirements of standards EN 1672-2 (valid version), EN ISO 14159 (valid version) and the design requirements published by EHEDG.

The conditions of use, as well as energy and capacity data (productivity/efficiency) of machines, systems and buildings are part of the order and are defined appropriately. Information on the energy consumption of technical equipment and appliances (e.g. approximate values for electricity and gas consumption) are expected before the order is placed. Appropriate measures to comply with energy and performance data for load points defined by the Technology department must be presented. A list of all legal regulations that must be observed (environmental health, hygiene design, energy efficiency, food safety, labour protection etc.) must also be submitted.

The Contractor shall ensure that the employees seconded by it are appropriately qualified for the activities to be performed and instructed in the use of the work equipment.

1.1) Parts in contact with foodstuffs

A detailed conformity declaration in accordance with Regulation (EC) 1935/2004 (Food Contact Materials) must be compiled for all materials and parts. Regulation (EC) 10/2011 in its current version also applies for plastics.

The conformity declaration must meet the requirements detailed in Regulation (EU) No. 10/2011 Appendix IV. The written declaration must allow a simple identification of the materials, parts or other substances it refers to, and must be updated if new scientific findings become available.

All materials and parts must conform to BfR recommendations, as well as the applicable DIN standards.

All materials with product contact have to be allergen free.

1.2) Supply of machines & systems

To prepare the installation of machines and system parts at the site, a detailed coordination plan between partners must be agreed upon before the order is placed. All responsibilities relating to services and delivery are based on this agreement.

Before submitting an offer, the supplier must visit the customer's site and ensure that delivery, installation and assembly of the equipment is feasible, and there are no objections to the planned installation.

If the installation of system technology by the supplier is part of the delivery contract, they must inform the customer in writing of any potential risks to existing equipment or buildings associated with installation before the order is placed. The customer can then arrange appropriate protection measures.

Unless otherwise stated, the supplier provides free delivery (bearing risk and costs).

1.3) Assembly work

Installation work may only be carried out in agreement with a customer representative. This representative is named when the order is placed or, at the very latest, before assembly work commences. The CAFEA Group's regulations on HAACP and quality and energy policies must be taken into consideration.

The supplier must take out an insurance policy for assembly that includes start-up and trial operations. The cost is borne by the supplier. Cover for assembly insurance is € 2 million for the object, and an additional € 2 million (first loss sum) for additional cover (third party, excavation and construction work, clearance of waste, etc.). The interests of the customer must be protected, i.e. the supplier's insurance policy must provide compensation for damages to insured

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services and deliveries, and for any potential losses suffered by the customer relating to the contact with the supplier. Damages due to force majeure, as well equipment provided by the customer (e.g. materials used by the supplier) must also be included.

Conformation of appropriate insurance cover must be passed to the customer beforehand.

1.4) Construction, repair & maintenance – buildings

Building repairs and maintenance must be carried out in accordance with legislation currently applicable in Germany, as well as EU directives.

Aspects of work safety and fire protection plus health & safety, environmental and energy objectives must be discussed with the customer before building work commences.

Contract compliance is monitored as part of site inspections and final approval. Site inspections must be logged and filed.

The supplier pledges to keep their work areas, accommodation and sanitary facilities clean and tidy. If this is found not to be the case, the build manager will arrange cleaning with costs being borne by the party responsible.

2.) Electrical & mechanical building components & switchboard elements

Electrical and mechanical building group components and switchboard elements are specified and standardised. These standards must be adhered to where technically feasible. If there are no specifications in place, the supplier must specify the building components and building groups, and seek customer approval before the order is placed. A catalogue of requirements for equipping machines and systems is part of the contract.

2.1) Documentation

The following documents (in the customer's language) are part of the delivery scope and must be submitted to the customer before work commences:

Before construction/operation:

Plans (floor plans, cross sections, site plan, installation plan, 3D models) to scale	1 copy*
Electrical diagrams as per DIN* (circuit & terminal diagrams, control cabinet plan, list of devices, etc.)	1 copy*
Programs or program descriptions	1 copy*
Drawings (bloc circuit diagram, R/I patterns, isometrics, etc.)	1 copy*
Static analysis (pipe static, steelwork, foundations, etc.)	1 copy*
Component lists	1 copy*
Operating instructions	1 copy*
Assembly instructions	1 copy*
List of hazardous substances used	1 copy*
EC declaration of conformity (CE labelling in line with 2006/42/EC)	1 copy*
Conformity declaration Regulation (EC) No. 1935/2004 (Food Contact Materials)	1 copy*
Conformity declaration Regulation (EU) No. 10/2011 with Appendix IV	1 copy*
Hazard analysis (with description of safety related processes and switching operations)	1 copy*
Test certificates	1 copy*
Material certificates, welding procedure/specifications	1 copy*
Certification in line with VDE requirements (test protocols, construction statement, etc.)	1 copy*
Health & safety ("BGV A3") certificate	1 copy*
Training plan & documentation	

Before approval ("as-built"):

Plans (floor plans, cross sections, site plan, installation plan, 3D models) to scale	2 copies*
Electrical diagrams as per DIN* (circuit & terminal diagrams, control cabinet plan, list of devices, etc.)	2 copies*
Programs or program descriptions	2 copies*
Drawings (bloc circuit diagram, R/I patterns, isometrics, etc.)	2 copies*
Static analysis (pipe static, steelwork, foundations, etc.)	2 copies*

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Spare parts list	2 copies*
Maintenance instructions (scope and cycles, including legal base)	2 copies*
Component lists	2 copies*
Operating instructions	2 copies*
Assembly instructions	2 copies*
List of hazardous substances used	2 copies*
EC declaration of conformity (CE labelling in line with 2006/42/EC)	1 copy*
Conformity declaration Regulation (EC) No. 1935/2004 (Food Contact Materials)	1 copy*
Conformity declaration Regulation (EU) No. 10/2011 with Appendix IV	1 copy*
Hazard analysis (with description of safety related processes and switching operations)	1 copy*
Test certificates	1 copy*
Material certificates, welding procedure/specifications	1 copy*
Certification in line with VDE requirements (test protocols, construction statement, etc.)	1 copy*
Health & safety (“BGV A3”) certificate	1 copy*

* also as a digital copy including CD or DVD

3.) Approval process

3.1) Pre approval

If the customer and supplier stipulate a test run/capacity test before the system is delivered, representatives of the responsible CAFEA plant must be present. Any materials required for the test run/capacity test will be provided to the supplier in good time.

3.2) Approval

After delivery, installation and construction of the machine/system, and when successful operation of the new equipment has been demonstrated, approval is granted by the Machine & System Technology department in line with requirements specified in the order.

During the approval process, CAFEA Group representatives compile protocols that serve as a basis for final approval. The supplier acknowledges the customer’s protocols, even if there is no representative present.

Between individual steps of the approval process, the supplier has the opportunity to rectify any potential faults within the usual grace period and at their own cost.

3.2.1) Approval of machine/aggregate performance: overall equipment effectiveness (OEE)

The OEE coefficient determined with the supplier defines the effectiveness of the machine/system and is part of the order.

Formula: OEE = (B/A) x (D/C) x (F/E) (availability factor) x (performance factor) x (quality factor)

OEE is determined based on “availability”, “performance” and “quality”.

- Availability factor = run time ÷ (run time + down time)
- Performance factor = actual performance ÷ expected performance (e.g. pcs per min)
- Quality factor = (number of pieces – number of “faulty” pieces) ÷ total number of pieces

(Note: as a rule, the performance factor is set at 100% as this is the performance agreed in the contract. Starting and stopping of a machine/aggregate is not taken into consideration.)

OEE is determined during the approval process.

The values determined in the original order must be achieved for final approval.

4.) Training

After the installation phase has been completed and system operation has been successfully launched, selected employees must be trained in how the equipment works, how to operate it correctly and how to use the safety devices in place.

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Training and instruction must be carried out by the supplier (in the language of the customer's employees). A written report must also be compiled.

The report must contain the following information:

a.) Short description of training content and duration

b.) Name/position/date/signature of whoever hosts the training

c.) Name/position/date/signature of those completing the training

The original copy of the training report with numbered pages (page X of Y) must be passed to a representative from the respective CAFEA plant of the last day of training without prior request.

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