

# Special terms and conditions of contract for die cutting technology (SFT)

[Version 01/2021]



## Section 1: The customer's obligation to collaborate

### 1.1 Machine data and drawings

- (1) The customer is responsible for timely provision of the special machine data required for the production of the tool. MARBACH has available to it such data for commonly-used machine types; MARBACH uses the version of the data sheets most recently issued by the machine manufacturer if the customer provides no other data.
  - Clause 14 (7) of the MARBACH general terms and conditions of business shall apply to defects or damages caused by non-performance of the customer's obligation to collaborate.
  - Clauses 6 (2) and (4) of the MARBACH general terms and conditions of business shall apply to delays.
  - The customer shall pay any extra expenses in accordance with Clause 4 (7) of the MARBACH general terms and conditions of business.
- (2) If no publications by the machine manufacturer on the stipulated machine type are available or if the customer's machine does not correspond to the standard dimensions, the customer must provide the machine data needed for performance of the contract and the installation drawings for the construction of the tool for the machine. The delivery period shall be extended by the duration of any such clarification.
- (3) By way of an alternative or supplemental to clause (2), MARBACH may, if requested to do so, communicate to the customer the installation data used for the construction of the tool to verify his machine. This offer relates to all specifications and manufacturing stages of the tool package. MARBACH has no responsibility for the results of the customer's own verifications.

### 1.2 Determination of nicks

- (1) The nicks (interruptions of the cutting lines according to the requirements of the end product to be manufactured and subsequent processing stages after die cutting) are to be defined by the customer (position, form, size).
  - Clause 14 (7) of the MARBACH general terms and conditions of business shall apply to defects or damages caused by non-performance of the customer's obligation to collaborate.
  - Clauses 6 (2) and (4) of the MARBACH general terms and conditions of business shall apply to delays.
  - The customer shall pay any extra expenses in accordance with Clause 4 (7) of the MARBACH general terms and conditions of business.
- (2) If the customer has no empirical values or knowledge, MARBACH may provide assistance in defining and specifying the stop points. In such case MARBACH is not liable for any consequential losses. This shall not affect the warranty in any other respect.

### 1.3 Rubbing

- (1) The rubbing of the cutting dies (selection of the material and its characteristics, position, form, size) is carried out in accordance with MARBACH's standards and knowledge. Deviating requirements of the customer for rubber coating shall be defined by the customer and shall be specified as binding.
  - Clause 14 (7) of the MARBACH general terms and conditions of business shall apply to defects or damages caused by non-performance of the customer's obligation to collaborate.
  - Clauses 6 (2) and (4) of the MARBACH general terms and conditions of business shall apply to delays.
  - The customer shall pay any extra expenses in accordance with Clause 4 (7) of the MARBACH general terms and conditions of business.
- (2) If the definition or specification of rubber coating seem problematic either in general or for the material provided for processing or for the product to be manufactured or subsequent processing stages, MARBACH will give notice of the problems which became apparent after the order date. If the customer insists on the specification despite notification by MARBACH, the guarantee and liability of MARBACH is restricted to defects and consequences of defects which would have occurred even if the customer had acted on the notification.

## Clause 2: Special obligations to inspect, warranty, liability

### 2.1 Special requirements of inspection and obligation to report defects, reworking

(Supplement to Clauses 13 and 14 of the MARBACH general terms and conditions of business)

- (1) On delivery, the customer must make a visual inspection to ensure correct and complete quality of the tool against his order specifications.
- (2) In good time prior to the start of production, the tool must be inspected by the customer for function, dimensional stability and quality. A sample sheet shall be die cut using the tool. MARBACH accepts no liability for consequential damages which would not have occurred had the tool or sample sheet been subjected to proper or timely inspection.
- (3) For processing a complaint and determining a defect, a precise description of the defect or its effects is required, as is access to the tool and the machine in question, and if possible a die cut sheet.
- (4) To remedy a defect the tool must be available in the machine for an appropriate period of time. If remedy cannot be achieved at the customer's premises or only at additional expense amounting to more than 20%, the customer shall return the tool to MARBACH. The customer is entitled to request remedying at MARBACH's premises if remedying at the customer's premises would be unreasonably expensive. The necessary dispatch costs for return and redelivery shall be paid by MARBACH if, and to the extent that the customer does not disregard any dispatch instructions from MARBACH.

### 2.2 Environmental conditions

- (1) In order to achieve maximum quality, the highest durability and a long life span, our tools are manufactured from highly precise modules. In order to preserve them in function and life span, the environmental conditions have to be set at an optimum level. Optimum climate conditions are reached by an ambient temperature of 20°C as well as relative humidity (RLF) of 50%. Under these conditions, the maximum amount of liquid contained in the air is 8,75 g/m<sup>3</sup>.

#### 2.2.1 Environmental Conditions/Transport

- (1) After transportation where the constant basic temperature of 20°C as well as the relative humidity of 50% could not be guaranteed, all tools have to be acclimatised to the conditions stated above. Deviations from this lead to positive as well as negative delay-coefficients and have a direct impact on the accurate measurement of the die cutting products.

#### 2.2.2 Environmental Conditions/Usage temperatures + relative humidity

- (1) The tools are calibrated to an optimum environmental temperature of 20°C with a relative humidity of 50%. Deviations above or below these settings can lead to deviations and changes in the measurements. In case of humidity being too high, metals tend to suffer corrosion.

#### 2.2.3 Environmental Conditions / Quality of external media

- (1) For the manufacture of packaging for food stuff the applicable special conditions have to be complied with.

#### 2.2.4 Environmental Conditions / Storage

- (1) In order to preserve as long a life span as possible for the components it is important that tools are stored appropriately.
- (2) In the event of long-standing storage it is important that climate standards are adhered to. The norm temperature is 20° and the relative humidity is 50%.
- (3) During storage, the formation of condensation droplets has to be avoided at all times. Condensation can occur if the environmental conditions are not met. The excess humidity settles on the tool parts similar

to rain, which can result in a possible corrosion of the component parts. Usage of the tools can be compromised by this.

- (4) The tools are partly coated as protection against corrosion. Please note that coatings are, in principle, only able to slow corrosion down.
- (5) Generally, after long-standing storage a thorough inspection of all tool components is necessary before their usage.

### 2.2.5 Environmental Conditions / New and Re-Commissioning

- (1) Due to manufacturing processes, transportation and storage, it is possible for residues to have collected on the tool, which will disintegrate only after commissioning of the tool and which, despite every due care and attention having been applied, could not have been established beforehand. Startup products must therefore be separated out. Before release for production, the production parts must be subject to a quality check to ensure that they are clean and dimensionally stable.
- (2) Before new or re-commissioning all lines, screws and fittings have to be checked by a qualified person for secure and appropriate positioning.

### 2.3 Braille embossing

- (1) MARBACH manufactures marbaille® embossing dies with the due care demanded by the manufacturing process and subjects them to precise outbound inspection. The Braille lettering is transcribed in accordance with the customer's text specifications.
  - Clause 14 (7) applies to any defects or damages caused by the customer's text specifications.
- (2) The customer is obliged to subject the embossing males to a counter inspection. MARBACH is not liable for consequential losses on defects which would not have occurred had a proper and timely counter inspection been carried out. Moreover the warranty shall remain unaffected in all other respects.
- (3) If MARBACH is faced with a claim by third parties as the producer of the embossing die plate, the customer shall indemnify MARBACH from any and all liability if the liability claim would not have occurred had a counter inspection been properly carried out.
- (4) The customer is under obligation to release MARBACH from claims by third parties even if the liability is due to defective text specifications provided by the customer in accordance with Clause 1.

## Section 3: Supplementary terms of contract for hygienic stamping tools

### 3.1 Scope of services

- (1) Marbaclean hygiene tools for the manufacture and processing of food packaging or other materials for direct contact with foodstuffs are designed, produced and delivered by MARBACH, taking into account the manufacturer's obligations under the manufacturer's instructions (EC) No 2023/2006 on good manufacturing practices.
- (2) Our design takes into account that hygiene tools must be manufactured in such a way that avoidable risks for the manufacturing process of the customer are excluded. These being at the current state-of-the-art technology:
  - the optimization of surfaces (to improve the possibility of cleaning)
  - the avoidance of parts of the construction, which can be detached from the punch mold in the process
  - Reduction of production waste, dusts and other residues of machining processes
  - the avoidance of unnecessary contact surfaces
  - the avoidance of unsuitable materials, working materials and media for food contact
- (3) The manufacture of the hygiene tools shall be carried out exclusively using materials and objects which are suitable for food contact in accordance with Regulation (EC) No 1935/2004. This suitability shall be proven by a safety declaration (certificate) of a certification authority for the tool package (consisting of punching mold, break-out tool, utility sewing tool and punching plate) MARBACH manufactures the hygiene tool under suitable and clean production conditions.
- (4) The MARBACH hygiene tool shall be cleaned, checked, optionally sterilized and cleaned or optionally sterile packed before delivery. Suitable outer packaging ensures that no contamination can occur on the transport route.

### 3.2 Specific requirements to investigate and to notify defects, rectification

(supplement to clauses 13 and 14 of MARBACH and section 2)

- (1) At the time of delivery, the customer must first check whether the outer packaging and other packaging are intact. Transport-related contamination of the outer packaging is unavoidable. MARBACH assumes no liability for consequential damage or contamination of the outer packaging or packaging of the hygiene tool.
- (2) In spite of the best specifications of our construction design according to section 3.1 (2), it can not be ruled out that small tool parts, punching waste, dust (especially for corrugated boards) are transferred to the product to be manufactured. The production process and its monitoring are the customer's responsibility, insofar as not expressly acknowledged by MARBACH.

### 3.3 Manufacturer's obligations (cleaning, maintenance, repair)

- (1) For consequential damages that arise if the manufacturer's obligations have not been met under Commission Regulation (EC) No 2023/2006 on good manufacturing practices for the production and processing of food packaging or other materials for direct contact with foodstuffs, mean the Customer is responsible. MARBACH is only liable for the suitability of the hygiene tool, including all marbaclean spare parts within the range of services described in section 3.1. Special requirements for the tool and process (eg suitability for cleanroom conditions, FDA requirements, camera-monitored and automated production processes without accompanying quality control, etc.) require the express agreement of, and individual processing by, MARBACH.
- (2) The sample sheet according to section 2.1 (2) and a further five sheets after start-up and every restart of the production should be discarded by the customer for safety in order to avoid contact transfers from the contact surfaces of the hygienic mold. All contact surfaces must always be kept clean and hygienic with approved cleaning agents. MARBACH recommends for the hygiene tools sufficient numbers of certified hygienically clean marbaclean spare parts for the contact surfaces -optionally also sterile-stored - for the maintenance of the hygiene tool.
- (3) After a long period of use and by each putting into operation again after storage of the hygiene tool, as well as in case of special contamination (eg machine breakage, major repair measures, contamination of the tool or its parts due to events not planned in good manufacturing practices) we recommend reworking and cleaning - optionally sterilization - of the hygiene tool by our marbaclean service. The order shall be made on the basis of our assembly and repair conditions and shall not affect existing warranty claims. Delivery of the revised marbaclean tool shall be carried out in accordance with section 3.1 (4) and shall comply with section 3.2. (1) and must be checked by the customer.

The above terms and conditions replace the Special terms and conditions of contract for die cutting technology 10/2018 and apply to all contracts concluded from 01.01.2021 onwards.