

**CONTRACTUAL ENCLOSURES 2-3-4 TO ALL CONTRACTS**

**ENCLOSURE 2**

**INSURANCE AND TRANSPORTATION. BUYER'S OBLIGATIONS IN THE EVENT OF DAMAGE TO THE GOODS DURING TRANSPORTATION**

In the event that the Goods under the Contract are damaged during transportation, the Buyer shall carry out the following tasks/obligations, to the extent that they are compatible with the other terms of the Contract:

Shipments by sea

Request the claim agent and/or the authorised surveyor to examine the Goods within three days following the date of the landing of the Goods and prior to them being removed from the customs warehouse.

Send a claim, by registered post, within the time laid down in the Bill of Lading, to the forwarding agent/carrier and/or the port authorities and/or the body or firm which undertook the landing of the Goods, requesting them to attend the survey.

- 1 **Not issue any clean receipt (but rather specify the relevant reservations/issues) in the event that the landed Goods are damaged or presumed to be damaged.** In any case if immediate inspection is not possible on arrival add to the CMR or bill of lading the phrase “ **goods not inspected internally of packaging for hidden damages in transit**”
- 2 Return the original of the certificate, if it is in the Buyer's possession, to the insurers, together with (if they are obtainable by the Buyer):
  - a) Damage Certificate; b) Bill of Lading; c) Goods Invoice endorsed by customs; d) Packing List; e) Copies of the claims under the Report; f) Landing Report; g) Delivery Report; h) In the event that entire packages are missing: Final Loss Statement issued by the Forwarding Agent/Carrier; i) Copy of the Sea-Risks Statement, if issued by the captain of the relevant vessel; l) Statement that at the time of the loading of the Goods no Letter of Warranty in order to obtain a clean Bill of Lading was issued or, should such a letter have been issued, a copy thereof; m) any other documents which may be of use for the purposes of ascertaining the amount of the damage and how it occurred.

Shipments by air


Request the claim agent and/or the authorised surveyor to examine the Goods within three days following the date of the landing of the Goods and prior to them being removed from the customs warehouse.

- 1 Send a claim, by registered post, within the time laid down in the airway bill, to the forwarding agent/carrier and/or the airport authorities and/or the body or firm which undertook the landing of the Goods, requesting them to attend the survey.
- 2 Not issue any clean receipt (but rather specify the relevant reservations/issues) in the event that the landed Goods are damaged or presumed to be damaged.
- 3 Return the original of the certificate, if it is in the Buyer's possession, to the insurers, together with (as applicable):
  - a) Damage Certificate; b) Bill of Lading; c) Goods Invoice endorsed by customs; d) Packing List; e) Copies of the claims under the Report; f) Landing Report; g) Delivery Report; h) In the event that entire packages are missing: Final Loss Statement issued by the Forwarding Agent/Carrier; i) Statement that at the time of the loading of the Goods no Letter of Warranty in order to obtain a clean Bill of Lading was issued or, should such a letter have been issued, a copy thereof; l) any other documents which may be of use for the purposes of ascertaining the amount of the damage and how it occurred.

Shipments by truck (as applicable)

- 1 At the time the Goods are delivered, write appropriate comments on the delivery note or on the transport document as regards the condition of the Goods and obtain a copy of said document duly counter-signed by the party which undertook the transportation of the Goods.
- 2 Immediately request the claim agent and/or the authorised surveyor to examine the Goods, without in any way modifying or tampering with the condition of the truck or the load prior to the examination by claim agent and/or the authorised surveyor, unless otherwise ordered by the relevant authorities.
- 3 Immediately send a claim by registered post to the forwarding agent/carrier, holding them liable for the damage.
- 4 Return the original of the certificate, if it is in the Buyer's possession, to the insurers, together with (if they are obtainable by the Buyer):
  - a) Damage Certificate

**Signed for acknowledgment and acceptance of all the Enclosures**

 <p><b>IC Filling Systems Srl</b>          Marco Solferini          Sales Manager          Date:</p>	<p>Date</p>
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**ENCLOSURE 3  
SPECIAL CONDITIONS**

**Engineering**

In relation to installation of the Machinery supplied by the Seller, the latter shall deliver to the Buyer the following documents within the following terms:

- Within 30 days from the date of entry into force of the Contract, the general lay-out of the Goods for the approval by the Buyer and the preliminary table of the consumption of utilities;
- Within 30 days from the date of approval of the general lay-out by the Buyer, the installation lay-out, the design with the electronic connections and piping with the Machinery supplied by the Seller and the definitive table of the consumption of utilities;
- At least 15 days before the date agreed (original or deferred date) of the delivery, for the approval by the Buyer, the schedule of the activities at the yard, in which the phases of assembly, start-up and testing will be set forth in detail. Said timetable shall be communal to both parties and shall not be modified unless by agreement between both parties.

**Know-how**

In relation to the instructions and directions to be adopted as regards the Machinery supplied by the Seller, the latter shall deliver to the Buyer the following documents within the following terms:

**At the same time as the delivery of the Machinery:**

- No. 1 PDF electronic copy of the preliminary standard manual for use and maintenance of the Machinery in English
- No. 1 PDF electronic copy of the electrical plan in English
- No. 1 PDF electronic copy of the cable plan in English

**Within 30 days of the issue of the start-up certificate:**

- No. 1 PDF electronic copy of the manual for use and maintenance in English
  - No. 1 PDF electronic copy of the spare parts manual in English
- The Seller shall deliver the machinery with identity plaques and interface operator messages in English

**Obligations of the Buyer**

For the purposes of allowing the Seller to develop the design of the Machinery, the Buyer shall deliver to the Seller the following documents within the following terms:

**Within 7 days of signature of the Contract:**

- designs of the building in electronic form
- designs of the packaging materials (bottles, dispensers)

**Within 30 days of the date of signature of the Contract**, the designs in electronic form of all the Machinery not supplied by the Seller which will work in mechanical conjunction with the Machinery supplied by the Seller.

In order to allow the Seller to realise the equipment and to carry out the testing of the Machinery prior to the shipment, the Buyer shall deliver to the Seller the following samples within the following terms:

**Within 30 days from the signature of the Contract:**


**Technical Drawings of Bottles, Corks and Capsules within 30 days from the signature of the Contract**

Should the Seller not receive the designs and samples at least 30 days prior to the agreed date (original or deferred date) for shipment shall result in extra costs which shall be reimbursed to the Seller. In the event that the delay in delivering of said documents or samples exceed 12 months from the agreed date (original or deferred date) for shipment then the Seller shall no longer be obliged to deliver the Machinery in relation to the above packaging materials. In the event that the Buyer does not make available to the Seller the packaging materials or products to be filled for the performance of the functionality tests with said materials/products within the date of issue of the start-up certificate, the resulting costs shall be reimbursed to the Seller. In any case of delay by the Buyer in the fulfillment of its obligations set out above, the Seller shall be entitled to all remedies and rights provided for in the General Terms and Conditions of Trade.

**Obligations of the Seller**

All Machinery supplied by the Seller are all brand new (not second hand or refurbished and are of Italian Origin)

If the Goods remain in the customs area due to the documents wrongly prepared by the Seller the relevant stocking expenses will be covered by the Seller.

 <p><b>IC Filling Systems Srl</b> Marco Solferini Sales Manager Date:</p>	Date
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**ENCLOSURE 4  
TESTING PROCEDURE**


In addition to the provisions of the General Terms and Conditions of Trade, further indications in relation to the performance of the start-up testing are set forth below and in particular the measuring of the performance parameters provided under the Contract:

- 1 The terminology used for the procedure described below is defined by the DIN 8782 standards.
- 2 The final testing shall be comprised of the measurement of the level of efficiency of the Machinery carried out in relation to a single product and the relevant package (both defined in Enclosure No. 1) for a period of 8 hours, during a shift of 10 hours of continuous work, calculated upon exit of the products from the Machinery supplied by the Seller.
- 3 The degree of efficiency shall be calculated in accordance to the DIN 8782 standards.
- 4 The Running Test Committee shall witness the measurement.
- 5 Prior to the measurement, the two representatives shall verify whether the packaging materials and the products comply with the specification set forth in Enclosure No. 1.
- 6 If at any time prior to the measurement or during the measurement the representative of the Seller should find inefficiency in the functioning of the plant, attributable to the insufficient or incorrect control of the Machinery by the Buyer's personnel, then the Seller may request that said personnel be replaced.
- 7 At the sole discretion of the Seller's representative, specialist technicians for the individual machines may be present. The above-mentioned technicians shall not carry out technical assistance save with the joint approval of the two representatives (see for example point 13 below).
- 8 In Enclosure No. 1 the filling machine is the master machinery upon which the nominal speed is measured (depending on the type of product) and upon which the cycle time of the plant (i.e. the time which is considered for the purposes of calculation of the degree of efficiency of the plant) is calculated .
- 9 For the purposes of counting the items produced, the following shall be taken into account: the number of items in good condition produced by the Machinery supplied by the Seller for the period of the duration of the measurement. Said number shall be obtained by subtracting from the overall number of products produced by the master machine, the number of items which are considered to be waste products because manufactured not in compliance with the specifications set forth in Enclosure No. 1 or eliminated (but not fit for re-use). In this regard, the number to be referred to for the items produced shall be provided by the relevant level inspector, where the number of the waste products in accordance with the above-described methods it can also be found.
- 10 When the Machinery will be producing at normal speed, that is all the machines will be working at nominal speed, the two representatives shall decide the moment of commencement of the test and, at the same time, they will measure the number of items shown by the display of the level inspector. At the conclusion of the measurement, the two persons in charge will decide the number of items produced and of waste products shown on the display of the level inspector and will analyse the waste products.
- 11 In order to calculate the level of efficiency of the Machinery, the stop times (or production at reduced speed) which occur with the master machine shall be registered in real time, noting the time, duration and cause of the stop time and the cause of the stop time (or of the slowing) and the duration of the stop time (or production at reduced speed) shall be ascribed to the relevant cause. In this regard, some observers that are part of the Running Test Committee must be present and they shall have the following positions:

-pallet removal zone

The above-mentioned observers shall be obliged to record the stop time of each machine and to assist the two representatives in their evaluation of the stops which are the subject matter of any disputes.

- 12 The times in relation to the stop time shall be calculated in compliance with the DIN 8782 standards. The following stop times shall be considered as not caused by (or in any event depending upon) the Machinery which form part of the supply of the Seller:
  - stop time due to lack of or incorrect supply of products or packaging materials;
  - stop time due to a lack of supply of utilities (electricity, compressed air, steam, process fluids, etc.);
  - stop time of the machines which are not part of the Seller's supply;
  - stop times, for any reason, of machinery supplied by the Seller, as a result of the products and the materials being not in compliance with the relevant specifications;
  - stop time due to incorrect acts of the Buyer's personnel;
  - stop time for quality control;
  - stop time for changing of the product;
  - stop time due to lack of timely intervention of the personnel in the emptying of the pallets at the finish of the plant.
- 13 If breakages and/or malfunctions due to events which are not repetitive occur in one or more of the machines which are part of those supplied by the Seller, the test may be interrupted and the technicians of the Seller may see to the repair and/or replacement which are found necessary: the measurement will be extended for a period of time corresponding to the stop time due to the breakage and/or malfunction.

 <p><b>IC Filling Systems Srl</b> Marco Solferini Sales Manager Date:</p>	<p>Date</p>
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