



QUALITY MANAGEMENT  
**Data Sheet Brilon**

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EGGER Holzwerkstoffe Brilon GmbH & Co. KG - Im Kissen 19 - 59929 Brilon

**Purchasing and Payment Terms and Conditions** (status 08/2015)

**1st General information**

- (1) Any and all purchasing contracts (including contracts for work) shall be concluded on the sole basis of these terms and conditions. Conflicting and differing terms of delivery or other limitations on the part of the Supplier shall not be part of this contract unless the Customer has agreed thereto expressly and in writing.
- (2) These purchasing terms and conditions shall apply to all German companies of the EGGER Group.
- (3) The Supplier shall comply with any and all relevant laws and regulations regarding quality, environmental safety, occupational safety, accident prevention, and transport and installation safety. In addition, the Supplier shall notify its employees and upstream suppliers working for EGGER of the company principles concerning quality, environmental protection, energy efficiency, safety and health protection, as well as of any and all relevant laws and regulations. Further, the Supplier shall make them aware of the importance of complying with these laws and regulations and with our company principles, and shall notify them about possible consequences of diverging from these provisions.
- (4) EGGER has introduced an energy management system in accordance with DIN EN ISO 50001. The efficient use of energy is a key component of the EGGER company principles. In the procurement of products, services and facilities which have or could have a major impact on energy consumption, the evaluation of Suppliers and their products, services and offers shall also be based on the energy-related performance (energy use, energy consumption, energy efficiency). The Supplier shall also notify its upstream suppliers of the necessity to comply with these regulations.
- (5) EGGER makes highest demands on quality of ordered supplies/services and expects the Supplier to act responsibly towards the environment.  
EGGER is certified according to DIN EN ISO 9001 and DIN EN ISO 14001.

The Supplier shall prove its certifications upon request.

EGGER reserves the right to audit the production of the Supplier and expects the Supplier to maintain a quality management system in accordance with DIN EN ISO 9001. The Supplier shall be responsible for transferring the quality demands placed to itself, also to its upstream suppliers.

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The Supplier shall guarantee the compliance with environmental issues in accordance with DIN EN ISO 14001 and shall also put this responsibility autonomously on its upstream suppliers.

(6) The Supplier and its upstream suppliers shall guarantee the full observance of the "EGGER Supplier Code of Conduct". The Supplier shall confirm this by its signature on the attached document.

**2. Offer**

- (1) All Supplier quotations shall comply exactly with the details specified in our request for quotations insofar as we have provided such a request. Any and all deviations shall be expressly indicated.
- (2) The quotation shall be provided free of charge and in no way constitutes any obligations on the part of the Customer.

**3. Purchase orders**

- (1) Purchase orders and amendments thereto shall be made in writing (including fax and email). The contents of verbal or telephone purchase orders and amendments shall be valid only when confirmed in writing by the Customer.
- (2) Any purchase order or amended purchase order shall be confirmed by the Supplier in writing within 8 days.
- (3) Orders shall not be transferred to third parties without the Customer's consent.
- (4) The Supplier shall guarantee that its supplies/services are basically executed in compliance with legal laws and regulations concerning accident prevention and health and safety regulations, as well as with generally accepted safety and occupational health provisions. In particular, the Supplier shall comply with any and all provisions of the EC Machinery Directive as applicable from time to time, especially with provisions regarding CE conformity, with the declaration of conformity and incorporation, but also with the Pressure Equipment Directive, as well as with any and all other relevant legal laws and regulations, EC Directives or relevant regulations like TRD [Technical Guidelines for Steam Boilers - translator's note], EN or DIN standards. The Supplier shall comply with the MRL [Machinery Directive - translator's note] 2006. The attached CE Directives DBBRI146 (scope of services of the Supplier for machines) and DBBRI147 (scope of services of the contract for installations) shall be complied with.

**4. Delivery time**

- (1) If a delivery period has been agreed upon, this period shall commence on the day the order was placed (date of sending).

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- (2) If the Supplier realises that he is unable to meet its contractual obligations on time or at all, the Supplier shall notify the Customer immediately, giving reasons and the anticipated duration of the delay.
- (3) If the Supplier fails to deliver within the agreed delivery period, he shall be liable in accordance with the legal stipulations.

**5. Place of fulfilment, liability for risk and costs**

- (1) In principle the place of fulfilment shall be the receiving centre defined by the Customer. In principle the Supplier shall deliver to the receiving centre, carriage, packing and insurance paid. Costs thereof shall be included in the price. The Supplier shall be liable for losses and damages during transport, including unloading, until acceptance at the receiving centre.
- (2) However, the Customer shall be entitled to pick up the delivery ex-works at its own discretion at the Supplier's works and shall be refunded any costs associated with transport. If the Customer intends to make use of this entitlement, he shall notify the Supplier thereof in good time. In this case, benefits and risks shall transfer to the Customer upon acceptance.

**6. Transport and shipping regulations**

- (1) If transportation and/or shipping is carried out by the Supplier, the Supplier shall bear all associated responsibilities and shall thereby take into account the interests of the Customer, particularly in choosing a suitable and reliable mode of transport. The Supplier shall be obliged to send notification of dispatch to the relevant receiving centre.
- (2) A delivery note with order number shall be included with each delivery.
- (3) In the event of shipment by sea, the dispatch papers and invoices shall state the name of the shipping company and the ship.
- (4) The Supplier shall always pack, label and dispatch hazardous goods in accordance with national and international provisions. Along with the hazard class, the accompanying papers shall include all other details stipulated by the relevant transportation regulations.
- (5) Hazardous goods shall be packed and labelled in accordance with laws as applicable, including applicable safety data sheets. The delivery note shall indicate the hazardous goods classification or the declaration "Does not contain hazardous goods". Packaging shall be made of ecological materials. All packaging shall be CFE-free, chlorine-free, chemically inactive, neutral to ground water and non-poisonous at incineration. The packaging shall indicate recognised recycling symbols.

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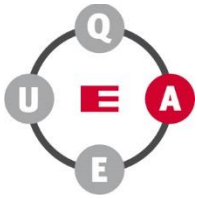
The Supplier shall be obliged to autonomously dispose of waste, packaging, etc., free of charge for the recipient and Customer. If the Supplier does not comply with this obligation, EGGER shall be entitled to disposal at the Supplier's costs without granting any further period.

- (6) The Supplier shall be liable for any and all damages and shall bear any and all costs arising from non-compliance with these regulations. The Supplier shall also be responsible for compliance with these dispatch regulations by its upstream suppliers, including commissioned transport companies. The Supplier shall bear any and all storage costs and risks arising from non-compliance with these regulations. The Customer shall be entitled to verify the contents and condition of such consignments.
- (7) If the Supplier packs machines, installations and/or delivery items for EGGER with wood-based materials for transport or protection reasons, the Supplier or its upstream suppliers and packaging service providers shall solely use wood-based materials of the EGGER Group. Wood pallets shall be made of EGGER timber. The Supplier shall give the Customer notice of such needs for wood-based materials and timber and/or shall provide the Customer with contact data of packaging service providers of the Supplier, prior to delivery.

**7. Warranty**

- (1) The Supplier shall guarantee that the delivery item and/or the service to be provided (service item) complies with the usually accepted, as well as with the agreed characteristics, particularly with those specified in the order, and that the service item complies with a possibly provided sample or pattern and its description and that it is free of third-party rights. The service item shall further comply in particular with the claims of the Supplier and the manufacturer in brochures and product descriptions etc. concerning its basic materials; the same shall apply to public statements made by any intermediate links in the manufacturing or sales chain and to the public statements of a person which, by the attachment of its name, its trademark or any other identifying features, describes itself as a manufacturer. However, such public statements shall not be binding for the Supplier, if they were expressly amended in writing when the contract with the Customer was concluded and were not part of the contract. The Supplier shall further guarantee that the delivery item complies with the generally recognised state of the art, the applicable legal and administrative provisions, the applicable safety requirements and particularly the occupational safety and accident prevention regulations. The guarantee of the Supplier shall extend to parts manufactured by its upstream suppliers.

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- (2) If the service item does not comply with these requirements, the Customer may at its discretion demand the remedying of the defect or the delivery of a defect-free good (retrospective fulfilment), the reduction of the price by an appropriate amount (price reduction) or the dissolution of the contract (commutation); in all cases an out-of-court declaration on the part of the Customer shall suffice. The right to a reduction in price or commutation shall also apply if the Customer has demanded retrospective fulfilment, but the Supplier refuses this, fails to provide this within a suitable period, the attempt for retrospective fulfilment has failed or the Customer cannot accept further measures for retrospective fulfilment for other reasons. There shall be no entitlement to the remedying of the defect or the delivery of a defect-free good, if unreasonable costs would arise from the respective form of retrospective fulfilment. There shall be no right to commutation if the dissolution of the contract would be considered unreasonable for the Supplier, because the defect was of no particular significance.
- (3) The Supplier shall bear any and all costs of retrospective fulfilment, particularly labour and material costs, plus costs of transport of any type. The defective parts shall always remain available to the Customer until they are replaced, whereupon title to the defective parts shall transfer to the Supplier. If the service item is dispatched to the Supplier or to a designated third party in the course of retrospective fulfilment, the Supplier shall bear the risk of accidental destruction and accidental deterioration until the item is returned to the Customer.
- (4) The warranty period for movable goods shall be 2 years, unless agreed otherwise and confirmed in writing by the Customer.
- (5) The Customer shall notify the Supplier of any defect of the service item without unnecessary delay (notice of defect), as soon as it has been determined under normal working conditions. However, the warranty rights and all other rights of the Customer shall remain unaffected by the defective service or by the acceptance of the supplies and services on the part of the Customer or in the case of failure to provide notice of defect or overdue notice of defect.
- (6) If the defect is reported to the Supplier within the warranty period, the expiry of the warranty period shall be suspended, provided that the rights arising from the defect can be enforced without unnecessary delay. If the delivery item is completely replaced, the warranty period shall start again. In the case of partial replacement, this shall apply to the replaced parts.
- (7) Otherwise the legal provisions shall apply.

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**8. Remedying of defects by the Customer**

- (1) The Customer can remedy the defect itself after the fruitless expiry of a suitable period or appoint a third party to remedy it and demand a refund of the costs arising. This right shall also apply if the retrospective fulfilment fails or if the Customer finds it unreasonable for good reasons relating to the person of the Supplier, or if the Supplier definitively and finally refuses to perform the service, or if the service has not been performed at a time agreed in the contract or within a specified period and the Customer has a contractually determined interest in the service being performed on time, or under special circumstances which, weighing up the mutual interests, justify immediate self-remedying.
- (2) The Customer shall be entitled to demand an advance from the Supplier for the necessary expenses for remedying defects.

**9. Compensation for defects and consequential damage**

- (1) Should the service be defective in terms of article 8 paragraph 1 and if the Supplier is responsible for the defect, the Customer may, at its own discretion, demand remedy of the defect or the delivery of a defect-free item (retrospective fulfilment) or financial compensation. Article 8 paragraph 2 sentences 2 and 3 and article 8 paragraphs 3, 5 and 6 shall apply mutatis mutandis.
- (2) The Supplier shall be liable for any and all damages of other legal assets caused by the defective service (consequential damage), in accordance with legal provisions. The Supplier shall acquaint himself with the use of the products to be delivered or services to be performed in the facilities of the Customer and/or in the designated facilities and the resulting requirements placed upon the said products/service.
- (3) The Supplier shall indemnify the Customer from product liability claims in situations where the Supplier or its upstream supplier has caused the product fault from which the said liability claim arose.
- (4) Otherwise the legal provisions shall apply.

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**10. Contractual penalties**

Any and all agreed contractual penalties for delayed or defective deliveries or deliveries that do not comply with the contract, shall be due irrespective of a Supplier's fault. The assertion of any further claim shall remain unaffected.

**11 Inspections and material certification**

- (1) If the delivery item must be inspected, the Supplier shall bear the material and its personnel costs. The Customer shall bear its own personnel costs. The Supplier shall provide the Customer with binding written notification of readiness for inspection at least one week beforehand in writing and agree an inspection date with the Customer. If the delivery item is not available on the agreed date, the Supplier shall pay the Customer's inspection personnel costs.
- (2) If inspections have to be repeated or if further inspections are required, the Supplier shall bear any and all material and personnel costs.
- (3) The Supplier shall bear any and all material and personnel costs arising from material certification of primary materials.
- (4) Hence, Suppliers of hazardous goods or mixtures shall provide the Customer with a safety data sheet, in accordance with EU regulations (Article 31 of Regulation (EC) No 1907/2006 (REACH Regulation)), as applicable. The Supplier shall be obliged to (electronically) send a valid safety data sheet to EGGER (in accordance with Regulation (EC) No 1272/2008), upon each and every delivery of hazardous goods/mixtures, notwithstanding its hazardous properties.

**12. Insurance and liability provisions**

- (1) The Supplier shall take out an adequate liability insurance at its own expense to cover for any and all damages caused by itself, its personnel or agents as the result of services performed, or work or goods delivered. The sum insured per damage shall be provided to the Customer upon request.
- (2) The conclusion of special installation insurance cover in addition to liability insurance shall require a separate agreement between the Customer and the Supplier. The Customer shall insure any loaned machinery, apparatus, tools, etc. against the usual risks.
- (3) The Customer shall not be liable for further loss and/or damage to the loaned machinery, apparatus, tools etc., apart from cases of malicious damage or gross negligence.

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**13. Pricing**

If the Supplier reduces its prices in the time between the order and the delivery and/or improves the conditions, the prices and conditions applicable on the day of the delivery shall apply. Price increases and over-deliveries shall only be accepted on the invoice, if the Customer has agreed in writing prior to receiving the invoice. Otherwise the invoice amount shall be reduced.

**14. Invoice and payment; delayed payment**

- (1) Invoices shall not be enclosed with the goods. Invoices without order number can be refused.
- (2) Descriptions, sequence of text, items and prices quoted in invoices shall correspond to those on the order. Any additional or reduced services shall be itemised separately on the invoice.
- (3) The period allowed for payment starts at the time agreed but not before receipt of the goods and invoice. If goods and invoice are received separately, the period allowed for payment shall not start until the point at which both the goods and invoice have been received.
- (4) Payment shall not be deemed as acceptance of terms and prices. The time of payment shall not effect the Supplier's warranty or other rights arising from the defectiveness of the service.

**15. Documents, instructions, spare parts lists**

- (1) Standards and regulations quoted by the Customer, particularly EGGER technical specifications, shall apply, as applicable from time to time. The Supplier shall request these Customer specifications, provided they have not already been made available.
- (2) Any and all drawings, standards, directives and other documents handed over to the Supplier for the manufacture of the delivery item, as well as documents produced by the Supplier upon special request of the Customer, shall remain the property of the Customer and may not be used by the Supplier for any other purpose, nor reproduced nor made available to third parties. On request they shall be passed to the Customer including all copies and reproductions. The Customer shall retain the industrial property rights of all documents handed over to the Supplier.
- (3) The Supplier shall consider the enquiry and order and all related work as a trade secret and shall treat it strictly confidential. It shall be liable for any and all damages arising for the Customer from the violation of any of these obligations.

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- (4) The Supplier shall autonomously provide any and all documents and/or instructions required by the Customer for the use, setup, installation, processing, storage, operation, maintenance, inspection, repair and service of the delivery item, in good time.
- (5) The Supplier shall provide spare parts lists in German no later than on delivery and on delivery outside Germany in the national language of the location to which the delivery was made.
- (6) The Supplier shall comply with the MRL [Machinery Directive - translator's note] 2006.

**16. Objects**

The sole ownership of tools, films, printed documents, etc. that have been produced by the Supplier in order to complete the order, shall transfer to the Customer upon payment, even if they remain in the possession of the Supplier. These objects shall be handed over to the Customer upon request.

**17. Assemblies, etc.**

- (1) If assembly works, maintenance, inspections, repairs, etc. are carried out at Customer's premises, the local safety regulations for external companies fulfilling orders at EGGER Group premises shall apply.
- (2) These shall be handed over prior to work and shall be signed. If necessary they shall be requested from the Technical Purchasing department.

**18. Violation of industrial property rights**

The Supplier shall be liable for ensuring that no patents, licences or property rights of third parties are violated by the delivery and use of the delivery item. The Supplier shall pay any licensing fees.

**19. Advertising materials / references**

Reference to the business relationship with the Customer in information and advertising materials shall be subject to prior explicit approval by the Customer. Reference through word and/or image in reference lists of the Supplier shall be subject to approval by the Customer.

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**20. Country of origin**

Deliveries from non-EU countries shall accord with the preferred country of origin regulations of the respective EU preference treaty, unless agreed otherwise in the contract.

**21. Applicable law, partial invalidity, interpretation of clauses**

- (1) These purchasing conditions and all legal relations between the Customer and the Supplier shall be subject to German law and shall exclude the UN Convention on Contracts for the International Sale of Goods (UN Sales Convention/CISG).
- (2) In the event that one or more of the provisions in these purchasing and payment terms and conditions becomes invalid, the provision that comes the closest to the invalid provision shall apply.
- (3) The content of the German version of these purchasing and payment terms and conditions shall be binding.

**22. Place of jurisdiction**

The sole place of jurisdiction for any and all disputes arising directly or indirectly from the contractual relationship shall be the court responsible for the Customer in terms of region and function, unless an alternative court, particularly of the receiving centre, is expressly agreed in writing.

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# EGGER Supplier Code of Conduct

EGGER is a sustainable family business acting on a global level which expects its suppliers to comply with applicable law and especially with the following provisions.

## 1. Business conduct

EGGER expects its suppliers to behave fairly and honestly in competition. EGGER particularly expects its suppliers to observe antitrust and competition laws, to not tolerate corruption and to not become involved in any money laundering activities whatsoever.

## 2. Behaviour towards employees

EGGER expects its suppliers to grant applicable employees' rights. EGGER particularly expects the rejection of child labour, discrimination or forced labour.

EGGER expects its suppliers to comply with applicable laws with respect to working hours and remuneration of their employees and moreover to grant their employees the right to constitute employee representation committees.

## 3. Health management and work safety

EGGER expects its suppliers to comply with applicable laws with respect to health protection and work safety and maintain an appropriate work safety management.

## 4. Environmental protection

EGGER expects its suppliers to comply with applicable laws with respect to applicable environmental laws, regulations and standards and maintain an appropriate environment management system.

## 5. Relationships to subcontractors

EGGER expects its suppliers to respect all of the above mentioned principles and requirements also when selecting their own subcontractors and suppliers.

## 6. EGGER Supplier Code of Conduct

EGGER is entitled to verify the suppliers' compliance with the Supplier Code of Conduct by audits. Any violation of the principles and requirements mentioned in the Supplier Code of Conduct shall be considered a significant impairment of the contractual relationship. Upon suspicion of violation of the Supplier Code of Conduct, EGGER reserves the right to demand further information about the respective issue. In addition, EGGER shall be entitled to extraordinarily terminate single or all contractual relationships with suppliers who demonstrably do not comply with the EGGER Supplier Code of Conduct.

Acknowledged and accepted:

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Place, date

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Signature supplier



## Supplier's Scope of Services for Machines

The Supplier's scope of services specified in the order is intended for a machine within the scope of the EC. Any and all indicated regulations and specifications, as well as any and all relevant EC Regulations shall apply.

The Supplier shall confirm the compliance with any and all relevant EC Regulations and harmonised standards upon order confirmation. The Supplier shall autonomously comply with and implement these regulations and standards.

Additionally, for electrical equipment of the machines, the EGGER specification sheet for electricians shall apply, as applicable from time to time.

The manufacturer (Supplier) shall coordinate the determination of the risk class for protection equipment and all parameters with EGGER.

Among others, the following standards shall apply:

**DIN ISO 12100:2010** / Safety of machinery – General principles for design – Risk assessment and risk reduction (ISO 12100:2010)

**EN 60204-1:10/2014** / Safety of machinery - Electrical equipment of machines - Part 1: General Requirements

**EN 60034-1:10/2013** / Rotating electrical machines – Part 1: Rating and operational behaviour

**DIN EN ISO 13849:12/2008** / Safety of machinery - Safety-related parts of control systems - Part 1 General principles for design

**DIN EN ISO 13849:02/2013** / Safety of machinery - Safety-related parts of control systems - Part 2

**DIN EN ISO 13850:06/014** / Safety of machinery - Emergency stop function - Principles for design

**DIN EN ISO 13857:06/2008** / Safety of machinery - Safety distances to prevent hazard zones being reached by upper and lower limbs

**EN 60529:09/2014** / Degrees of protection provided by enclosures (IP Code)

The electrical equipment for machines shall be in accordance with the associated product standard.

The manufacturer shall perform inspections according to the provisions of the associated product standard. If there is no associated product standard, an inspection shall be performed. The inspection record shall be handed over to EGGER.

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The Supplier shall indicate any and all regulations and standards relevant for the scope of services in the order confirmation for information of the Customer.

## EC Regulations - CE Marking

The Supplier shall guarantee and warrant that any and all deliveries / services comply with the latest state of technology, with the requirements for characteristics of work equipment, with relevant rules, laws and regulations of authorities and professional and trade associations. Laws and regulations that are possibly in the transitional period shall be considered.

In particular, this shall apply for environmental regulations of the EU, in Germany or at the location of the Customer.

If a CE Marking is provided for the delivery according to EC Regulations, it shall be affixed, and the required documents shall also be included.

This shall apply for example for independently functional machines falling within the scope of the 9th German Equipment and Product Safety Act (Machinery Directive; 9. GPSGV). For these, the Supplier shall include an EC declaration of conformity in accordance with Annex II A of the Machinery Directive 200/42/EC, with the delivery.

For incomplete machines, which fall within the scope of the 9th German Equipment and Product Safety Act (Machinery Directive), the relevant technical documentation in accordance with Annex VII Part B

- of the assembly instruction in accordance with Annex VI
- the installation instruction in accordance with Annex II Part 1 Section B

**shall be handed over to EGGER.**

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## Reservation of Acceptance of Machines

If machines in accordance with the Machinery Directive RL 2006/42/EC are delivered, the Customer shall only accept it as fulfilment according to the contract, when a legally signed EC declaration of conformity and, if necessary, name and address of the notified body are included, and when the CE marking is permanently affixed to the machine.

The Customer reserves the right to test the machines before acceptance. Among other things, it will be checked if the machines comply with the EC Regulation 2004/42/EC, if they comply with the standards and rules indicated by the Supplier, as well as with the EGGER specification sheets, as applicable from time to time, if the type plate has been affixed, and if an adequate operating manual/documentation according to the requirements of Annex I of the Machinery Directive 2006/42/EC is available.

**The non-compliance with relevant quality provisions shall be justified.**

## Supply of Risk Assessment for Machines

The risk assessment according to Annex VII Part A/B of the Machinery Directive 2006/42/EC, incl. a description of the defined measures for risk prevention for the machine, shall also be supplied.

## Maintenance Inspection Periods

An interruption-free operation regarding maintenance instructions and test specifications for the ordered equipment defined by the manufacturer shall be guaranteed during at least 12 months, if not agreed otherwise by and between the Customer and the Supplier.

If relevant regulations stipulate longer or shorter maintenance or test periods, these regulations shall apply.

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## Supplier's Scope of Services for Installations

The Supplier's scope of services specified in the order is intended for an installation which can consist of several parts. The parts of the installation can be regulated by several EC Regulations. Any and all indicated regulations and specifications, as well as any all relevant EC Regulations shall apply for the installation.

The Supplier shall guarantee the compliance with any and all relevant EC Regulations and harmonised standards upon order confirmation. The Supplier shall autonomously comply with and implement these regulations and standards.

Additionally, for electrical equipment of the installations, the EGGER specification sheet for electrics shall apply, as applicable from time to time.

The manufacturer shall determine the risk class together with the Customer and coordinate all parameters together with EGGER. Among others, the following standards shall apply:

**DIN EN ISO 12100:2010** / Safety of machinery – General principles for design - Risk assessment and risk reduction (ISO 12100:2010)

**EN 60204-1:10/2014** / Safety of machinery - Electrical equipment of machines - Part 1: General requirements

**EN 60034-1:10/2013** / Rotating electrical machines - Part 1: Rating and performance

**DIN EN ISO 13849:12/2008** / Safety of machinery - Safety-related parts of control systems - Part 1: General principles for design

**DIN EN ISO 13849:02/2013** / Safety of machinery - Safety-related parts of control systems - Part 2

**DIN EN ISO 13850:06/2014** / Safety of machinery - Emergency stop function - Principles for design

**DIN EN ISO 13857:06/2008** / Safety of machinery - Safety distances to prevent hazard zones being reached by upper and lower limbs

**EN 60529:09/2014** / Degrees of protection provided by enclosures (IP Code)

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The manufacturer shall inspect each and every installation during establishment and upon completion (in particular, VDE requirements shall be considered), prior to commissioning. Inspection records shall be prepared and handed over to EGGER.

If the installation contains pressure vessels and/or pipelines, the technical guidelines and also the EGGER specification sheet for mechanics shall apply.

The Supplier shall indicate any and all regulations, standards and national rules relevant for the scope of services in the order confirmation for information of the Customer.

## EC Regulations - CE Marking

The Supplier shall guarantee and warrant that any and all deliveries / services comply with the latest state of technology, with the requirements for characteristics of work equipment, with relevant rules, laws and regulations of authorities and professional and trade associations. Laws and regulations that are possibly in the transitional period shall be considered.

In particular, this shall apply for environmental regulations of the EU, in Germany or at the location of the Customer.

If a CE Marking is provided for the delivery according to EC Regulations, it shall be affixed, and the required documents shall also be included.

This shall apply for example for independently functional machines falling within the scope of the 9th German Equipment and Product Safety Act (Machinery Directive; 9. GPSGV). If incomplete machines or machine components which fall within the scope of the German Equipment and Product Safety Act (Machinery Directive), have been mounted in the installation, the relevant declarations of incorporation and the relevant technical documents in accordance with the Machinery Directive, shall be included.

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## Reservation of Acceptance of Installations

If independently functional machines in accordance with the Machinery Directive RL 2006/42/EC are included in the scope of delivery, or if the installation itself is an independently functional machine, the Customer shall only accept it as fulfilment according to the contract, when a legally signed EC declaration of conformity and, if necessary, name and address of the notified body are included, and when the CE marking is affixed to the machine.

The Customer EGGER reserves the right to test the installation before acceptance. In particular, it will be checked if the installation complies with the following EC Regulations:

- Machinery Directive 2006/42/EC
- Low Voltage Directive 2006/95/EC
- EMC Directive 2004/108/EC
- Simple Pressure Vessels Directive 87/404/EEC
- Pressure Equipment Directive 97/23/EC
- Transportable Pressure Equipment Directive 1999/36/EC
- ATEX Directive 94/9/EC (Equipment for potentially explosive atmospheres), as far as at least parts of the installation are intended for use in potentially explosive atmospheres, and if the directives, standards and rules specified by the supplier, as well as the above specified EGGER specification sheets are complied with, if the type plate has been affixed, if an adequate operating manual/documentation in German is available, and if the content of the operating manual/documentation complies with the provisions of the EC Regulations, as applicable.

**The non-compliance with relevant quality provisions shall be justified.**

## Supply of Hazard Analysis / Risk Assessment for Installations

The hazard analysis / risk assessment in accordance with EC Regulations, as applicable, incl. a description of the defined measures for risk prevention for the installation (e.g. in accordance with Annex VII of the Machinery Directive), shall also be supplied.

## Participation in the Security Meeting

In the course of the planning of installations, the Customer will organise security meetings. The Supplier shall participate in the necessary security meetings as part of order processing.

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## Maintenance Inspection Periods

An interruption-free operation regarding maintenance instructions and test specifications for the ordered equipment defined by the manufacturer shall be guaranteed during at least 12 months, if not agreed otherwise by and between the Customer and the Supplier.

If relevant regulations stipulate longer or shorter maintenance or test periods, these regulations shall apply.

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