

General Terms and Conditions

1. Conditions as described below and
2. Conditions as described in "General Conditions for the Supply and Erection of Plant and Machinery for Import and Export 188A" and "Addendum of 1994".

Tentoma A/S offers

Tentoma A/S commercial offers are unless clearly described in the Order Confirmation always with Tentoma A/S standard components and any changes may affect the prices. Changes to comply with customer specific company standards or company specifications like cabling nomenclature, change of components, wire/cabling requirements, additional documentation and/or languages will be charged separately.

All cables and hoses between machine parts and the electrical cabinet are mounted on the floor and covered by step-safe metal covers.

Tentoma standard components for the RoRo machine:

Mechanical:

Motors	:	SEW
Pneumatic	:	Festo
Linear Rails	:	Hiwin / Ewellix
Safety fence	:	Axelent

Electrical:

Cabinet incl. fan(s)	:	Eldon & Rittal
Control PLC	:	Siemens, Simatic CPU with Profinet
User Interface, HMI	:	Siemens, Simatic TP, 12"
Drives	:	Siemens
Sealing transformer	:	Dantrafo
Sensors	:	Sick
Terminals	:	Phoenix contact
Main switch	:	ABB
Circuit breaker	:	Siemens
Contactors	:	Siemens
Fuse	:	Siemens
Fuse 24vdc	:	Siemens
Interface relays	:	Omron
Push Buttons & lamps D:22,5mm	:	Schneider Electric
Door locks	:	Siemens 3SE5
Safety light barriers	:	Sick
Encoders	:	SEW & Sick

If Tentoma supplies additional products (as an example: conveyors) from third party the above list is not applicable for these products.

The PLC (Programmable Logic Controller) can communicate through a siemens PN/PN coupler (Profinet - Profinet interface) to connecting machinery. Applications with small number of signals, 10-20 binary signals, can be done through potential free contacts and hardwired cables. All other forms of communication must be designed which may lead to additional costs. The communication form must be agreed upon in due time before FAT.

Standard RoRo machine colors (as default):

Moving parts: RAL 9006 - White Aluminum

Fixed parts: RAL 7016 - Grey Anthracite

Tentoma A/S offers includes:

Technical documentation in English: One electronically PDF version

User documentation in one local EU language: One electronically PDF version

Norms

Electrical control equipment is made according to DIN EN 61439 and DIN EN 60204

Prices

We refer to the latest valid and relevant offer made by Tentoma A/S.

Payment terms

50% at order, net eight days after the invoice date.

40% before shipment of Tentoma A/S supplied equipment from Tentoma A/S address.

10% after approved commissioning, net eight days. - By any delay which is not attributable to Tentoma A/S, max. 30 days of delivery from our factory.

Interest on overdue payment is 1,5% per commencing month. Please note that late payment can affect the delivery time.

Tentoma A/S reserves the right to insure every order with a credit insurance company. If it is not possible to ensure an order, we reserve the right to change the terms of payment.

All deliveries are EXW (Incoterms 2020)

Delays

If any delays are caused by the customer/the purchaser, we reserve the right to invoice the SAT value max. 45 days of delivery from our factory.

If any delays are caused by the customer/the purchaser, we reserve the right to invoice the instalments that have become due, if such delays had not occurred.

We reserve the right to invoice costs such as warehouse costs etc. that we may incur as a consequence of such delays.

The current outbreak of coronavirus (COVID-19) disease has lead to quarantines of employees, bans, delay in component and material deliveries, price increases, and other restrictions in several areas. This might potentially influence Tentoma's ability to deliver timely according to agreements made. If Tentoma in due time has reacted upon a certain incident and informed the customer/purchaser accordingly Tentoma cannot be held responsible for the specific delay and Tentoma cannot be held liable and cannot incur liability under any penal clause.

Property

The goods remain Tentoma A/S property until all outstanding invoices have been paid.

Testing before shipment

All RoRo StretchPack machines are tested before shipment and Tentoma welcomes customer participation during FAT (Factory Acceptance Test).

Installation, commissioning, and training.

If not agreed otherwise Tentoma A/S will oversee the installation at the customers site, and an installation manager from Tentoma A/S will be on-site during the installation.

The installation and commissioning period is including training of two people from the customer.

The installation, commissioning and training will take place during normal working hours unless otherwise agreed.

The installation includes one arrival / departure per specialist and the overnight costs. Should the installation be delayed for reasons beyond the supplier's control, or should additionally travel costs be necessary, these additional costs will be calculated and invoiced separately according to the currently valid installation rates as mentioned in the Tentoma A/S offer.

The installation schedule must be arranged with a lead time of min. 3 weeks to the desired installation date.

Prerequisites for the installation to be carried out by the customer are:

- free availability of one blacksmith/locksmith for the duration of the installation
- free availability of one electrician for the duration of the installation
- the technicians from Tentoma A/S can work without any disturbance and interruptions
- the installation site is easily accessible and available
- the components of the RoRo machine can be fixed to the floor, by means of standard fixing dowels drilling depth in the floor of min. 100mm in the installation area. If this is not the case the customer has to notify this in due time thus we can adjust our design. This may cause price changes if changes are significant
- tools (such as hand-operated low lifters, forklifts, hoists, cranes, etc.) required for the transportation and positioning of the components are provided free of charge by the customer
- free provision of sample materials in sufficient quantity during the testing and commissioning phase by the customer
- the products coming from the production line(s) are centered and aligned (no tilting vertical or horizontal)
- free internet access usage for Tentoma A/S to be able to exchange data (reports, drawings, remote monitoring of the machine, remote download of software, etc.) with the machinery installed at the customer.
- social and break rooms, and containers which can be locked at the building site
- free provision of lockable storage rooms for tools or the like

Masonry work is not part of Tentoma A/S scope of services.

The customer shall no later than at the second installation-day provide and install

- Sufficient electrical installation and power supply according to Tentoma A/S specification
- Sufficient air supply according to Tentoma A/S specification
- Internet connectivity

If the customer does not meet his obligations, Tentoma A/S shall be entitled to set a deadline but shall not be obliged to perform the actions of the customer in his place and at his expense. The statutory rights and claims of Tentoma A/S remain unaffected. Tentoma A/S is entitled to invoice any idle and waiting time, any extra work, any extra living expenses, and any cost of extra journeys if Tentoma A/S cannot perform the duties due to any cause which Tentoma A/S is not responsible for, e.g., that the customer fails to carry out the above-mentioned duties and/or supply the above-mentioned resources.

The following must be made available or supplied by customer (free of charge):

- Power supply of 240V 16A within 20 meters from the installation area.
- Any additional security measures required by the internal safety regulations, in addition to normal precautions, hereunder lifts, safety fences etc.
- Waste containers for the disposal of packaging material and small material.
- A responsible and authorized person on the site is to be appointed by the customer prior to installation start, and this person must be available throughout the installation period.

- Unlimited working hours in the installation period between 7:00 and 18:00.
- Monitoring or locking of the installation area outside of our working hours.
- In the installation and commissioning period needs full access to the production line, the machine and the production on request

Support visit

With 12 Months warranty (Tentoma standard), one support visit free of charge is included. The support visit is scheduled for 3-4 Months from the approved SAT (Site Acceptance Test).

If 24 Months warranty has been ordered there are three support visits free of charge included. The first visit is scheduled for 3-4 Months from the approved SAT (Site Acceptance Test), the second visit after 12-13 Months and the third visit after 21-22 Months.

The purpose of the support visit is to establish a common understanding of the RoRo StretchPack® machine condition, identify any issues and spare parts inventory status etc.

During the on-site support visit, a Tentoma Service Engineer will support you by answering technical questions, making necessary training of the operators, examining the machine to ensure maximum performance – and coming up with our recommendations.

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Examination of the Tentoma delivery will include the below-listed machine parts.

- FU - Film Unit
- FOU - Film Opening Unit
- GU – Gripper Unit
- BU – Back sealing Unit
- PS - Winding
- FU/BU - Cut & Seal
- VU – Vacuum unit (if present)
- CCxx – Tentoma conveyors (if present)
- Pneumatics
- Electrics
- Timing Belts
- Rollers

A service report describing the work performed, issues identified during the visit and the overall performance of the machine will be provided after the visit. Included in the report will also be a list of recommended actions and spare parts to rectify any issues and recommended parts for the spare parts inventory.

Copyright

Documents, drawings, PLC software, and additional technical and commercial information supplied in connection with this offer and in relation to any order, is confidential and remains Tentoma A/S property. The material is intended for the buyer's own use and may not be distributed or otherwise made available to third parties. The above also includes ideas and solutions, which are provided by Tentoma A/S.

Validity

Offers are valid for 30 days

Warranty

The warranty is valid for 12 months (unless 24 months has been agreed) according to the “General Conditions for the Supply and Erection of Plant and Machinery for Import and Export 188A”, if all instructions in Tentoma A/S user manual are observed. The warranty period assumes daily use of 8 hours and we refer to §23.4 §J of Appendix of “General Conditions for the Supply and Erection of Plant and Machinery for Import and Export 188A” and “Addendum of 1994” which can be found at www.tentoma.com.

Warranty does not cover expenses for travel and stay in the performance of warranty work.

The warranty period will automatically expire 18 months after the machinery was ready for shipment from our factory, whatever the reason for any delay.

In the event of material and legal deficiencies in the delivery, Tentoma A/S shall be liable - subject to liability provisions - to the exclusion of further claims as follows:

All defective parts must be repaired or replaced at the supplier's discretion. The determination of such defects shall be reported to Tentoma A/S without any delay in writing. Replaced parts become the property of Tentoma A/S.

No liability is assumed in the following cases: unsuitable or improper use (e.g. change in packaging of goods outside specifications...), faulty installation or commissioning by the customer or third parties, natural wear and tear, faulty or negligent treatment, improper maintenance, unsuitable equipment, defective construction work, unsuitable foundation, chemical, electrochemical or electrical influences, unauthorized changes to the PLC software made by the customer, unauthorized changes to the RoRo hardware - provided they are not the responsibility of Tentoma A/S.

Tentoma A/S can neither be held responsible for the suitability for stacking / handling of goods, which are not specified as approved under the "Project charter" in this offer or order confirmation.

All claims of the Purchaser - for whatever legal reasons - become obsolete within twelve months from the date of commissioning or no later than 16 months after delivery.

Consequential damage and loss

Without prejudice to any other provisions in these Terms and Conditions, Tentoma A/S or any of the employees of Tentoma A/S cannot be held responsible for any production stoppage or business interruption, loss of profit, loss of use, loss of contract or any other consequential damage, indirect damage or loss.

Disclaimer

We reserve the right to change specifications and prices without notice. During the preparation of this document, we have been very careful, but we cannot rule out General Terms and Conditions

1. Conditions as described in this document and
2. Conditions as described in "General Conditions for the Supply and Erection of Plant and Machinery for Import and Export 188A" and "Addendum of 1994".
3. Submitted or communicated saving potentials or prices from third parties out of Tentoma A/S control, only serve as information delivered to the best of our knowledge and cannot be held against Tentoma A/S in any way or form.