



## KASTO Machinery & Systems (Taicang) Co., Ltd.- Delivery Terms (dated 06/2018)

### Price quotation:

Unless specified otherwise in the offer, all prices shall be valid free carrier (FCA according Incoterms 2010) Port Shanghai or supplier, depending on where the supplier produces, excluding VAT and packing.

The prices of the available equipment only apply to delivery together with the corresponding machine. The prices for accessories that shall be retrofitted have to be inquired separately.

The design of all machine and system components shall be made in accordance with the KASTO conditions specified in the offer and shall correspond to the state-of-the-art as well as to the CE directives and EN norms. For machines and systems completely delivered by KASTO, these high safety requirements are confirmed by the CE conformity declaration and through the attachment of the CE mark. If the machine is part of a complete system, a Declaration of Incorporation of Partly Completed Machinery will be issued. The CE conformity and product liability will terminate in case of any modifications to safety-related devices and components through persons and companies not explicitly authorized to do so by KASTO.

The KASTO machines and systems offered by us are series products, produced according to the KASTO works norm.

Should the customer side have set up their own operating material regulations, we would like to refer you to the fact that these were left out of consideration when working out the offer. If you insist on the observance of your operating material regulations, we kindly ask you to make these regulations available to us for working out the appropriate offer. After placing the order, any specifications can no longer be considered. This is also valid for so called fire protection regulations.

In case of deliveries in other countries, all public dues (taxes, foreign VAT, other fees and expenditure, customs, etc.) arising out of or in connection with the conclusion or handling of the transaction shall be borne by the buyer even if such dues are not imposed in the Federal Republic of Germany.

### Customers' performances (if not specified as special item in our offer):

- Possibly necessary building permits (projects with storage systems).
- Preparation of static calculation for the foundation and making of the foundation plate taking into account the on-site subsoil conditions, earthquake loads and according to the foundation loads and the permissible sinking tolerances indicated by KASTO.
- Unloading of trucks and transport to place of utilization.
- Provision of hoist gear with the necessary carrying capacity and lifting height according to our specifications.
- Under pouring of machine base, stations or shelf stands with distortion-free casting compound according to our specifications.
- Execution of foundation, brick laying, pointing and mortising works.
- Wiring of the power supply lines from the power network to the main circuit cabinets, wiring of the data line outside the system or the saw, fusing and cable channel along the system.
- Installation of the compressed-air supply including service unit up to the place of utilization.
- Storage and, if necessary, labelling of the cassettes.
- Provision of master weights for the adjustment of the weighing device (for systems with weighing facility).
- Provision of material for testing the system under full load during start-up-time.
- Input of the master data in the storage management processor.
- Costs for the acceptance of the system through the authorities and institutions.

KASTO Machinery & Systems (Taicang) Co. Ltd.  
No. 82, East Beijing Road, Taicang City, Jiangsu  
Province, P.R.C.

卡斯特机械设备系统(太仓)有限公司  
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Email / 邮箱 info@kasto.cn  
www.kasto.cn

Reg. No. / 纳税人识别号 91320585MA1PY40N61

Unless agreed otherwise, the General Terms and Conditions, the Terms of Delivery and the Terms of Installation of KASTO Machinery & Systems (Taicang) Co., Ltd. apply to any sales and services, including those addressing KASTO's limited warranty and buyer's exclusive remedies. They can be downloaded from [www.kasto.cn/gtc](http://www.kasto.cn/gtc).

除非另有约定，卡斯特机械设备系统(太仓)有限公司的《通用条款和条件》《交货条款》《安装条款》适用于任何销售业务和服务业务，包括声明卡斯特有限维保和买方排他补救的业务。以上条款下载地址 [www.kasto.cn/gtc](http://www.kasto.cn/gtc)。

Beneficiary Bank / 开户行:	China Construction Bank / 中国建设银行股份有限公司太仓分行
SWIFT Code - BIC / 银行国际代码	PCBCCNBJJSS
RMB Account No. / 人民币账户	32250199733600000463
EUR Account No. / 欧元账户	32250199733609330273
USD Account No. / 美元账户	32250199733609140272

- Costs for first calibration of weighing device and provision of calibration weights (if necessary).
- All necessary facilities in compliance with valid fire protection requirements.

**Documentation:**

The entire documentation and parts thereof (single copy) are prepared in English (optionally in German or French).

**Acceptance:**

The readiness for acceptance shall be announced approx. 1 week in advance.

If any deadlines refer to or include the assembly, the assembly shall be considered completed after the system is ready for acceptance or test run.

The purchaser shall be obliged to accept the assembly or the system as soon as he/she has been advised on the completion or test run. The acceptance of storage systems shall be made in accordance with FEM 9.222 paragraph 4.

If the acceptance or the dispatch of the delivery item is delayed without fault by the supplier, the acceptance shall be considered done two weeks after the completion of the assembly or commissioning has been announced, or 4 weeks after the 'ready to dispatch' advice at the latest.

**Validity of the offer:**

We shall be bound to the offer for 6 weeks starting from the date of issue of the offer subject to positive credit assessment through our trade credit insurance.

However, we will have to reserve the right to appropriately adjust the quotation price if the purchase prices (net) of substantial feedstock rise by more than 10% compared to the day that the offer was submitted. We will immediately inform the customer about such circumstance prior to sending our order confirmation at any rate. If the customer has already accepted our order at this point of time he will have the right to revoke the acceptance.

**Right to claim defects:**

The purchaser is obliged to inspect the delivery item without delay, or within five working days upon delivery at the latest. Any defects detected thereupon must also be claimed and reported to KASTO immediately, or within five working days at the latest following their detection in writing. If the purchaser violates this obligation, his rights to claim defects will become null and void.

If the delivery item is defective, KASTO will first have the right to remove the defect by free rectification, even if a fundamental breach of contract exists. The purchaser may only raise further legal claims if also the second attempt to rectify the defect fails, where KASTO must be granted a period of at least four (4) weeks to accomplish this task.

In case of storage systems the right of withdrawal of the purchaser shall be excluded under the condition that the assembly is completed. The remaining claims for defects of the purchaser remain unaffected in accordance with the General Terms and Conditions for the Delivery of Machines and Spare Parts of KASTO Machinery & Systems (Taicang) Co. Ltd.

**General conditions:**

The purchaser shall guarantee the safety of the installation at his/her site.

As to the assembly, the enclosed KASTO Machinery & Systems (Taicang) Co., Ltd. installation and assembly conditions shall apply.

We reserve the right to technical changes serving the improvement or simplification of our products.

Subordinated to the afore-mentioned delivery terms, the enclosed General Terms and Conditions for the Delivery of Machines and Spare Parts of KASTO Machinery & Systems (Taicang) Co. Ltd.

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除非另有约定，卡斯托机械设备系统(太仓)有限公司的《通用条款和条件》《交货条款》《安装条款》适用于任何销售业务和服务业务，包括声明卡斯托有限维保和买方排他补救的业务。以上条款下载地址 [www.kasto.cn/gtc](http://www.kasto.cn/gtc)。

Beneficiary Bank / 开户行:	China Construction Bank / 中国建设银行股份有限公司太仓分行
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Any divergent business terms of the purchaser, even if they do not differ from but only supplement the general and special KASTO delivery terms, shall not become part of the contract, even if we do not contradict them expressly.

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