







# MÜLLER PROCESS MANUAL X.X

- XXXXX -

# The Summary

The Müller Process Manual is provided for easy and regulated collaboration between Müller sales partners and Müller Apparatebau GmbH. Important processes that occur between both parties are described. The Müller Process Manual will be regularly reviced, in that it will include more precise definitions and new processes.

Process changes will be introduced on 1<sup>st</sup> January of each year.

The Müller Process Manual is a component of all mutual agreements.

This version of the Process Manual replaces all previous versions.

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#### 1. General Information

Please note the general information.

#### 1.1. Prices in offers

Quotations are always specified in Euro with end customer list price, ex works.

Depending on the product group the appropriate reseller discount must be subtracted to obtain the sales partner price.

The following (various) costs/services for the installation are not included in the offer and have to be paid/organized by the sales partner:

- Transport to the installation site
- Customs duties and import taxes
- Installation
- Training
- Warranty (costs for the time of exchange)

#### 1.2. Product Groups

All articles from Müller belong to a product group. Each product group has special characteristics, such as product type, reseller discount, and payment target.

Product group 1 (PG1)	modules 1
Product group 2 (PG2)	modules 2 (typically lower reseller discount than PG1)
Product group 3 (PG3)	spare parts and expendable parts
Product group 4 (PG4)	support, services
Product group 5 (PG5)	additional services, external services

# 1.3. Sending of Documents

Order confirmations and invoices will always be sent to the stored email address. If an email address is not stored, this means that an confirmation cannot be sent.

# 1.4. Return Shipments to Müller

Each part, which is returned to Müller, requires an enclosed delivery note. On the delivery note, state your Customer number (for instance "Your internal Order number"). It is also required on the Müller Order Form. Only in this way can parts returned to Müller be properly combined with your written order. Parts that are returned to Müller without a delivery note cannot be processed. They will be disposed of immediately.

It is a strict requirement that the delivery note has to be provided in the package.

# 1.5. Bank Charges and Invoicing

Each party bears the bank charges of its own bank (principle "SHARE – Share costs").

Invoicing: Müller issues invoices exclusively in Euro and expects payment in Euro.

#### 1.5.1. Bank details

Müller's bank details are as follows: VerbundVolksbank Ostwestfalen-Lippe (OWL) eG Bankverein Werther, Bielefeld IBAN DE89 4726 0121 8306 4359 00 BIC DGPBDE3MXXX

#### 1.6. Terms

Note the following explanations.

#### 1.6.1. Spare parts (E-parts)

Spare parts are designated as E-parts.

#### 1.6.2. Expendable parts (V-parts)

Expendable parts are designated as V-parts.

#### 1.6.3. Zero Invoice (0-Invoice)

A Zero-Invoice is an invoice whose amount is 0.00 Euro.

# 1.7. Shipment of E-parts (Delivery Type) – Product Group 3

Shipping occurs exclusively with UPS. The order automatically runs via the UPS customer number of Müller. The costs for the shipment are always the responsibility of the sales partner (exceptions defined accordingly). You will be invoiced for the shipping costs according outlay.

For express shipment throughout Europe delivery occurs within 48 hours (EU < 48 h).

E-parts orders with express shipment are charged with an express order surcharge per order. In case of partial deliveries, the surcharge is due once. The price can be found in the price list.

For **standard shipment** throughout Europe delivery occurs typically within 72 hours (EU < 72 h). The typical delivery time is 48 hours.

#### Alternative Courier Services for Shipment Outside of Europe

For shipment outside of Europe in addition to UPS (with incoterm CIP [2020]) you can also choose from the courier services DHL, TNT, or FedEx. In this case your own customer number for the respective courier service is strictly required. Write this information in the comment field on the Order Form.

# 1.8. Müller Model Number (Article No.)

New model numbers for modules replace the old system. The objective of the new number system is the ability to use it for multiple purposes, for instance for a better configuration. In particular places 9-15 are helpful in better identifying the module and its functions. Moreover, the previous numbers will be listed in the price list.

#### 1.8.1. Description Müller model numbers

The Müller model numbers follow a clearly defined system. Accordingly, the Müller model number always has 15 digits. Basically, the number consists of two superordinate components, the **Extended Marketing Part** and the **Extended Tech Part**.

The Extended Marketing Part contains 8 digits (positions 1 to 8).

6 digits from this describe the **Marketing Part** (positions 1 to 6). The remaining 2 digits are the Suffix (positions 7 and 8).

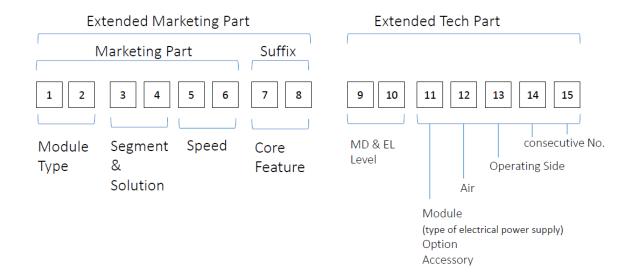
The Marketing Part is the bracket for the following contents: **Module Type** (2 digits, Position 1 and 2), **Segment & Solution** (2 digits, Position 3 and 4) and **Speed** (2 digits, Positions 5 and 6).

The Suffix describes the **Core Feature** (2 digits, positions 7 and 8).

The **Extended Tech Part**, the second superior component of the Müller model number, contains 7 digits (positions 9 to 15).

The Extended Tech Part describes the **Mechatronical Design Level** (**MD Level**, 1 digit, position 9) and the **Electronical Level** (**EL level**, 1 digit, position 10).

The other digits of the model number provide information on **Module Option Accessory** (Position 11), **Air** (Position 12), **Operating Side** (Position 13), and the **Consecutive Number** (internal information, Positions 14 and 15).



#### 1.8.2. Construction of the Müller Model Number on the Concrete Example

Müller model number IN8515UGCCONNSP

Components Mod. No./ Bestandteile ModNr.	1+2	1+2 3+4 5+6		7+8	9	10	11	12	12 13		15	Meaning/ Bedeutung	
Module Type	IN	IN										= Inserter	
Segment & Solution		85										= Cutting	
Speed		15										= 15.000	
Core Feature				UG								= Upgrade	
Mechatronical Level					С							= Level C	
Electrical Level						С						= Online PCB "C"	
Module Option Acces.							0					= Option	
Air								N				= No	
Operating Side									N			= Neutral	
Consecutive Number										S		= Module differentiation	
Consecutive Number										Р	= Module differentiation		

#### 1.8.3. Legend Müller Model Number

The legend for the Müller model numbers can be found in the appendix.

#### 1.8.4. Overview and explanation of the Müller special article

The overview with the explanations of the Müller special item numbers can be found in the appendix.

# 1.9. Marketing Material

Information material such as brochures, data sheets, manuals, and videos on the Müller systems can be found in the Müller Partner Portal. If you do not have yet access to the partner portal, please register online: Müller Partner Portal.

You can also find videos on the Müller YouTube channel.

<sup>&</sup>lt;sup>1</sup> <u>http://extranet.mueller-apparatebau.de/</u>

# 2. Support – Product Group 4/5

You can reach our technical support at <a href="mailto:support@mueller-phs.com">support@mueller-phs.com</a> or via telephone at +49 8166 670 200.

The support hotline is staffed from Monday to Friday from 7 am to 7 pm (CET).

### 2.1. Support Level

Our technical support consists of three levels. Each of these levels has its own name and clear rules.

#### 2.1.1. Level 1: Base Remote Support (free of charge)

The fault is reported to the Müller technical support. A brief assessment (brief analysis) based on photos, videos and descriptions takes place. Rectification tips are provided.

- → The fault is not technically recorded.
- → Service flat-rate for 30 minutes: free of charge

#### 2.1.2. Level 2: Advanced Remote Support

The fault persists after the Base Remote Support. If the still persisting fault is reported more detailed information will be required. A technician will be assigned to reproduce the fault in the factory and to rectify the fault through additional recommendations.

- → A service report will be drawn up.
- → The price for the service flat-rate for half a day can be found in the price list.
- → For systems that are less than 12 months old the Advanced Remote Support is free of charge.
- → If there is no feedback from the customer within 24 hours the fault is considered to be rectified.

#### 2.1.3. Level 3: Advanced On-Site Support

When the solution recommendations from the Base Remote Service and/or Advanced Remote Service are unsuccessful, a service technician can be requested. He analyses and rectifies the fault on-site.

- → A service report will be drawn up.
- → The calculation occurs based on expenses (hourly rate, travel costs, etc.).
- → If there is no feedback from the customer within 48 hours the fault is considered to be rectified.

### 2.2. Hourly Work Rate

The hourly rates for service technicians and software specialists as well as for one training day at Müller in Kranzberg can be found in the price list.

#### 2.3. Travel Costs

Travel costs are comprised of:

- Travel time (work hours)
- Costs for travel to and from the customer site
- Car flat-rate per km (see price list), parking fees
  - Taxi, flight
  - Accommodation costs
- Expenses (according to the German Table of Expenses)
- Extra expenses (e.g. visa, additional luggage, etc.)

#### 2.4. Order and order number

An order for technical support results in an order with an order number (9 positions with 8 numbers and 1 letter as index).

If technical support is performed on one machine, an order number with index "A" is generated. If the technical support is performed on several machines, one order number is generated per machine with ascending index.

#### Example:

20209788A Machine 1 20209788B Machine 2 20209788C Machine 3

# 3. Ordering E-parts – Product Group 3

E-parts are ordered exclusively in <u>writing</u> via the Müller Order Form or via a comparable form from your company, at the email address <u>spareparts@mueller-phs.com</u>.

The consultation times at the spare parts department are from Monday to Thursday from 8 am to 5 pm and on Friday from 8 am to 1 pm (CET). One hour before the consulting time ends, the E-part dispatch has the highest priority. Therefore, limited telephone availability is to be expected.

Small parts are sold exclusively in packaging units of different sizes. Purchases of individual part are not possible. O-rings, for example, are offered in packs of 10.

The changeover to packaging units will take place gradually from 2022.

For an **order** this occurs in compliance with our Terms & Conditions (T&C). Our Terms & Conditions are available on the Internet<sup>2</sup> and in the appendix of the Müller Process Manual. Müller retains title to the delivered goods until the complete fulfilment of all current claims from the business relationship against the Buyer (reserved goods).

# 3.1. Complete Order Form

Please note: Only Order Forms that are completely and correctly filled out can be processed promptly. Orders are to be clearly marked as such and may not contain any further topics. Price enquiries, technical questions, etc. must be enquired about separately.

Incorrectly filled orders receive the lowest processing priority or are ignored in case of doubt.

#### 3.1.1. Basic Information

The Müller Order Form is basically intended for ordering E-parts. However, it can also be used to request quotations (E-parts) or for repair enquiries. <u>Please tick the order box, offer box or repair box.</u>

The following items are strictly required for a valid order:

- Customer number at Müller
- Company
- Last name of the person placing the order
- Phone number of the person placing the order (if possible mobile number)
- Email address for the order confirmation (OC)
- Date of order

If the delivery address is different than the invoice address the following items are strictly required:

- Customer number of the delivery address<sup>3</sup> at Müller
- Company
- Name contact person
- Phone

<sup>&</sup>lt;sup>2</sup> Terms & Conditions

<sup>&</sup>lt;sup>3</sup> Invoice address and deliery address have different customer numbers

#### 3.1.2. Information about the E-part

The information for the E-part to be ordered are:

- Quantity
- Article number

The article number is numeric, five-digit, e.g. 50037.

#### Missing Article Number

For orders of E-parts, of which the Müller article number is not listed in the E-parts documentation, please note the following in the Order Form under "Article description".

- Müller Model-No.,
- Serial number of the model and
- the file name of the photo of the spare part that you send with the email attachment.

If it is a third party assembly (e.g. compressor), a photo of the assembly's nameplate must also be sent.

#### Example:

Order items/ Bestellpositionen

Oruci	order items/ besteripositionen											
Pos	Piece	Article No.	Article Description/ Artikelbezeichnung									
1	1		TU1000SDCBMNL11, Serial-No. 74607, photo: 20190213_113942									
2												
3												
4												



photo 20190213\_113942

	$\square$ Quotation / Angebot	☐ <b>Repair</b> / <i>Reparatur</i>	
Billing address / Rechnu	ıngsadresse	Delivery address / Lieferad	resse (if diff. / falls abw.)
Customer No. at Müller Kundennummer bei Müller	12345	Customer No. Delivery address Kundennummer d. Lieferadresse	54321
Company / Firma	Schmidt & Co.	Company / Firma	2-Schmidt & Co.
Name Buyer / Name Besteller	Manfred Schmidt	Name Contact Person Name Ansprechpartner	Laura Schmidt
Street, Number/ Straße, HsNi	r. Schmidt Avenue 23	Street, Number / Straße, HsNr.	
ZIP Code, City / PLZ, Ort	11223 Schmidt Town	ZIP Code, City / PLZ, Ort	
Country / Land	LaLaLand	Country / Land	
Mobile Number Buyer TelNr. Besteller (mobil)	+47 147 11111111	Phone Telefon	+47 147 22222222
Email for Order Confirmation E-Mail für AB	schmidt@schmidt.com		
Your internal Order No.  Ihre interne Bestellnr.	99999999999	Date of On ler / B stelldatum	01.01.2019
Order items / Bestellpos	sitionen		
Pos Piece Article		tikelb zeich nur 4	
1 4 10019	Drive wheel complete		
2			<b>人</b>
3			
4			
5			
6		12	
7			
Order category / Bestell	lkategorie □Ex re :	⊠ Standard	☐ Standard-Eco
Processing Pri	ority 1	<u></u>	3
Delivery Tyr	pe Enress ment		Standard Shipment Standard-Versand
Partial Delivery Te	rillieferung Yes / Ja	Yes / Ja No / Nein	No / Nein Yes, required transfer to UPS:
Type of Ausliefertag wa		/	Ja, gewünschte Übergabe an UPS:
•	ferbedingung /	-	
Delivery condition / Liet	Europe (Europa (El/non EU)	Rest of the World / F	
Germany / Deutschland	☐ UPS via Müller Account (Lump-sui	m) UPS-Customer-No. /  DHL Customer-No. /	
	☐ UPS-Customer-No. / KD-Nr.:	Dire customer ivo. /	VD-Nr.
Germany / Deutschland  ☑ UPS via Müller Account	UPS-CustoMer-No. / KD-Nr.:	☐ TNT- Customer-No. /	
Germany / Deutschland  ☑ UPS via Müller Account (Lump-sum)		☐ TNT- Customer-No. ,	
☑ UPS via Müller Account		☐ TNT- Customer-No. ,	
Germany / Deutschland  ☑ UPS via Müller Account (Lump-sum)	,	☐ TNT- Customer-No. ,	

Müller Order Form

#### 3.1.3. Information concerning the delivery

Select the desired order category: Express, Standard or Standard-Eco.

			Order category	
		Express (e.g. during machine standstill, small quantities)	Standard (e.g. for planned repairs)	Standard-Eco (e.g. for replenishing)
<b>9</b>	Processing Priority	1	2	3
of Service	Delivery Type	Express Shipment	Standard Shipment	Standard Shipment
oe of	Partial Delivery	Yes	Yes	No
Туре	Delivery day selectable	No	No	Yes

#### 3.1.4. Processing Priority

The priority of processing at Müller depends on the order category. The following goals are to be achieved:

- Express: Dispatch of the ordered E-parts on the same day when the order is received. Monday to Thursday, 8 am to 3 pm, Friday, 8 am to 11 am (CET), assuming the parts are available.
- **Standard**: Delivery of the ordered E-parts at the latest on the following day (Monday through Friday), assuming the parts are available.
- **Standard-Eco**: The ordered E-parts will be shipped according to the order confirmation or according to the customer's desired date.

If no details have been given for the order category, the delivery of the ordered E-parts will take place according to order category **Standard**.

#### 3.1.5. Delivery Type

For express shipment throughout Europe delivery occurs within 48 hours (EU < 48 h).

E-parts orders with express shipment are charged with an express order surcharge per order. In case of partial deliveries, the surcharge is due once. The price can be found in the price list.

For **standard shipment** throughout Europe delivery occurs typically within 72 hours (EU < 72 h). The typical delivery time is 48 hours.

#### Alternative courier services for shipment outside of Europe

For shipment outside of Europe in addition to UPS (with incoterm CIP [2020]) you can also choose from the courier services DHL, TNT, or FedEx. In this case your own customer number for the respective courier service is strictly required. Write this information in the comment field on the Order Form.

#### 3.1.6. Partial Delivery

For E-parts orders that consist of multiple articles, different shipping dates can occur (in stock/not in stock). We communicate these different shipping dates to you in the order confirmation (email). Müller always works with partial deliveries so that you can carry out repairs quickly.

The remaining items of the order will be delivered at a later date in units that are appropriately bundled. If necessary we will consult with you to keep shipping costs low.

Please note: Partial deliveries will be invoiced immediately.

#### Partial Deliveries Outside of Europe

Partial deliveries outside of Europe will always be discussed separately due to the immense shipping costs in some cases.

#### 3.1.7. Delivery Day

Basically, we ship E-parts directly after receipt of the order (0 to 1 days). If you wish a concrete later date for the delivery to the courier, indicate this. This is possible in the **Standard-Eco** order category only.

#### 3.1.8. Delivery condition

Shipping in Europe is done exclusively with the parcel service provider UPS.

Orders from German dealers will be automatically processed with the Müller customer no. at UPS. The flat shipping rate according to the price list will be charged. Packages weighing 33kg or more by volume are not included in UPS shipping rates and are charged separately.

Orders from European dealers can either be processed with the Müller customer no. at UPS (the shipping fee according to the price list will be charged) or with the dealer customer no. at UPS. Packages weighing 33kg or more by volume are not included in UPS shipping rates and are charged separately.

Orders from non-European dealers can only be processed with the dealer customer no. at UPS, DHL, TNT or FedEx.

		Delivery Type										
		Express	Standard / Standard ECO									
	Germany	with UPS-Müller customer number (Article: SP-UPS_EXFEE_DE)	with UPS-Müller customer number (Article: SP-UPS_STFEE_DE)									
	Europe (EU)	with UPS-Müller customer number (Article: SP-UPS_EXFEE_EU) or	with UPS-Müller customer number (Article: SP-UPS_STFEE_EU) or									
Send destination		with own UPS customer number (Article: SP-Courier)	with own UPS customer number (Article: SP-Courier)									
	Europe (non EU)	with UPS-Müller customer number (Article: SP-UPS_EXFEE_NO) or	with UPS-Müller customer number (Article: SP-UPS_STFEE_NO) or									
		with own UPS customer number (Article: SP-Courier)	with own UPS customer number (Article: SP-Courier)									
	Rest of the World	with own UPS/DHL/ TNT/FedEx customer number (Article: SP-Courier)	with own UPS/DHL/ TNT/FedEx customer number (Article: SP-Courier)									

# 3.2. Special feature- ordering an ID chip

The order of a new ID chip can only be placed via the Müller order form or via a comparable form from your company to the e-mail address spareparts@mueller-phs.com.

Important: When ordering, please be sure to include the serial number of your defective ID-Chip. This is essential for processing the order.

The new ID chip is invoiced with the list price (LP) minus discount product group 3.

The aim is, to supply the retailer with a new ID chip as quickly as possible. Therefore, the defective ID chip no longer needs to be returned. Instead, proof pictures of the defective ID chip must be sent along with the order for the new ID chip, showing that the "feet" have all been pinched off and the ID chip has been cut in half. If we do not receive pictures of the destroyed ID chip, we unfortunately cannot send you a new ID chip.

We reserve the right not to send an ID-Chip in case of doubt.

# 3.3. Sending of Order Form

The filled out Order Form must be sent as PDF file to <u>spareparts@mueller-phs.com</u>. Upon receipt of the order, you will receive an order receipt confirmation by e-mail.

### 3.4. Sending Order Confirmation from Müller

A spare parts order results in an order with an order number (9 positions with 8 numbers and 1 letter as index).

If an order contains only one delivery date, an order number with index "A" is generated. If an order contains several different delivery dates, an order number is generated for each delivery date with ascending index. A complete order is thus separated into several partial orders.

#### Example:

20209788A Delivery date X 20209788B Delivery date XY 20209788C Delivery date XYZ

#### 3.5. Fees for Orders

Pay attention to the fees for orders.

#### 3.5.1. Order with Order Category Express

E-parts orders with express shipment are charged with an express order surcharge per order. In case of partial deliveries, the surcharge is due once. The price can be found in the price list.

#### 3.5.2. Order Minimum Quantity

E-parts orders whose value is under 50 Euro will be billed with a minimum quantity surcharge. The price can be found in the price list.

#### 3.5.3. Redemption of E-parts

Delivered E-parts will never be taken back. In goodwill cases E-parts will be taken back after prior consultation. For take-backs a Redemption fee is due and payable. The price can be found in the price list.

#### 3.5.4. Special Delivery Documents

On request we will organize preference verifications and verifications of origin for you (for example A.TR and EUR.1) as well as other special documents for a fee. The amount of the fee can be found in the price list.

#### 3.5.5. Shipment Packaging

General packaging costs and special packaging, e.g. for printed circuit boards, will not be billed. Sent-back special packaging will not be credited.

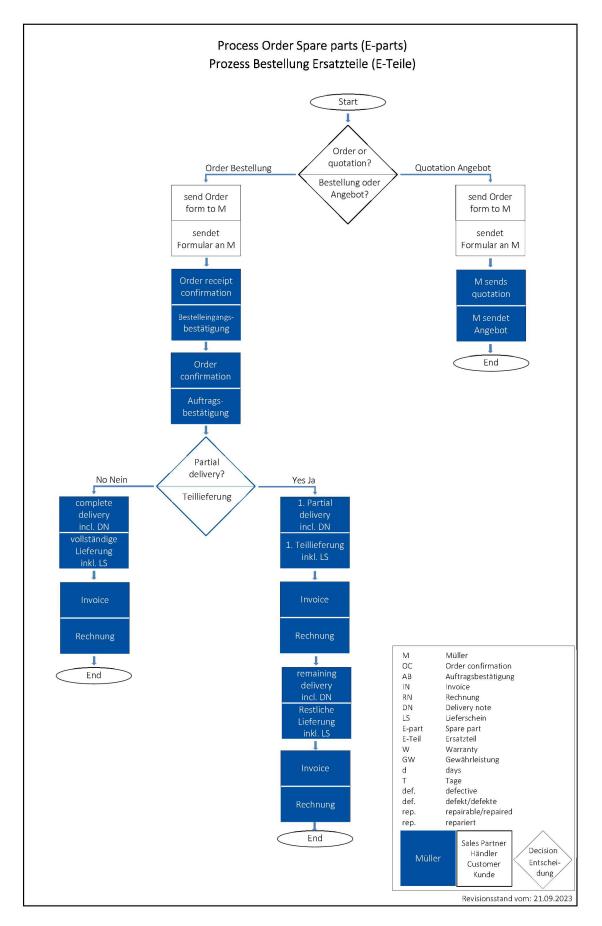
#### 3.5.6. Invoices Sent via Mail

For invoices sent via mail (post office), there is a fee per order. The amount of the fee can be found in the price list.

# 3.6. Sending Invoice and Delivery Note

In case of shipment within the EU, the invoice and the delivery bill will be sent in a separate e-mail each after the e-parts have been shipped. The delivery bill is enclosed with the goods. Outside the EU, the invoice will be sent by e-mail after dispatch of the e-parts and the delivery bill will be enclosed with the goods. Partial deliveries will be invoiced immediately.





# 4. Warranty E-parts – Product Group 3

The general warranty period is 12 months. There is no warranty for Expendabale parts (V-parts).

The warranty period begins with the date on the delivery note. The delivery note will be issued on the day on which the E-part is deliverable. This is typically also the day of delivery.

Warranty is applicable if there are verifiable defective execution, faulty design or poor materials. Wear damage or damage due to improper handling are excluded from the warranty.

Shipping costs from Müller for the order categories **Standard** and **Standard-Eco** are covered by Müller. Shipping costs from Müller for the order category **Express** as well as the express order surcharge (see 3.4.1) are to be covered by the sales partner.

Shipping costs to Müller, import customs and handling charges are always to be paid by the sales partner.

It is not possible to offset the warranty against other invoices from Müller.

#### Warranty principle

The aim of the warranty process is to supply the sales partner with an E-part as quickly as possible. At the same time, the branches in the warranty process should remain lean. This results in the following:

<u>Every warranty claim is accompanied by an E-part order</u>. This order is executed immediately. If the warranty is accepted, the E-part will not be charged. You will receive a zero invoice.

If the warranty is rejected, the E-part will be charged accordingly.

# 4.1. Filling out the Order Form

Several steps are necessary to process a warranty claim quickly.

Fill out the Müller Order Form correctly for the E-part to be warranted (see 3.1. ff).

In principle, an Order Form with which a warranty is submitted should not contain any further "normal" E-part orders.

# 4.2. Filling out the Warranty Claim

<u>A separate warranty application</u> is compulsory for each E-part, which means that one Warranty Claim is required per E-part. Correctly fill out the Warranty Claim. It strictly requires the following items:

- Customer number at Müller
- Company
- Your internal order no. (copy the number from your current Müller Order Form)
- Date
- Müller model number/Version
- Model Serial No. (to which the E-part belongs)
- Article number (warranty article)
- Counter status system channel (if present)
- Counter status inserting system (if present)
- Invoice number (to which the warranty can be directly attributed)
- Description of the error

Customer Number at Müller* Kundennummer bei Müller* Company* / Firma* Your internal Order No.* Ihre interne Bestellnr.*  Warranty item / Gewährleistungsgegenstand  Müller model number / Version*	Date* / Datum*  /lodel Serial No.*
Your internal Order No.* Ihre interne Bestellnr.*  Warranty item / Gewährleistungsgegenstand  Müller model number / Version*	7lodel Serial No.*
Warranty item / Gewährleistungsgegenstand  Müller model number / Version*	∕lodel Serial No.*
Müller model number / Version*	∕lodel Serial No.*
	/lodel Serial No.*
	riodel Serial No.
	M. dell _erien-Nr.*
<u> </u>	
Article No.*	Date of product on, if available
Artikel-Nr.*	Produktionsda., m, fal s vorhanden
Meter Reading System Channel	Meter Peading Inserting System
Zählerstand Systemkanal	∠ hlerstana -\uvertiersystem
Description of Error / Justification for V arranty Claim*	
Fehlerbeschreibung / Begründung für Gewährleistungsanspruch*  - internally fille  - wird intern von M	nüller ausgefüllt -  Müller Order No.
Fehlerbeschreibung / Begründung für Gewährleistungsanspruch*  - internally fille  - wird intern von M  Warranty Claim  Gewährleistungsantrag	Müller Order No. Müller Auftragsnr.
- wird intern von M Warranty Claim Gewährleistungsantrag  is justified / ist gerechtfertigt	Müller Order No.  Müller Auftragsnr.  Date / Datum
Fehlerbeschreibung / Begründung für Gewährleistungsanspruch*  - internally fille - wird intern von M  Warranty Claim  Gewährleistungsantrag  is justified / ist gerechtfertigt  is not justified / ist nicht gerechtfertigt	Müller Order No. Müller Auftragsnr.
Fehlerbeschreibung / Begründung für Gewährleistungsanspruch*  - internally fille - wird intern von N  Warranty Claim Gewährleistungsantrag    is justified / ist gerechtfertigt	Müller Order No.  Müller Auftragsnr.  Date / Datum
Fehlerbeschreibung / Begründung für Gewährleistungsanspruch*  - internally fille - wird intern von M  Warranty Claim Gewährleistungsantrag    is justified / ist gerechtfertigt   is not justified / ist nicht gerechtfertigt	Müller Order No.  Müller Auftragsnr.  Date / Datum
Fehlerbeschreibung / Begründung für Gewährleistungsanspruch*  - internally fille - wird intern von M  Warranty Claim Gewährleistungsantrag    is justified / ist gerechtfertigt   is not justified / ist nicht gerechtfertigt	Müller Order No.  Müller Auftragsnr.  Date / Datum

Müller Warranty Claim

# 4.3. Sending off Order Form and Warranty Claim

The filled out Order Form <u>together</u> with the Warranty Claim must be sent as PDF file to spareparts@mueller-phs.com.

# 4.4. Return Shipment of Defective E-parts

In every case, <u>properly</u><sup>4</sup> pack the defective E-part (important!) and send it together with the delivery note to:

#### Müller Apparatebau GmbH

Spare parts department Gewerbepark 19 85402 Kranzberg Germany

Important: Each part, which is returned to Müller, requires an enclosed delivery note. On the delivery note, state your Customer number ("Your internal Order number"). It is also required on the Müller Order Form. Only in this way can parts returned to Müller be properly combined with your written order. Parts that are returned to Müller without a delivery note cannot be processed. They will be disposed of immediately. It is a strict requirement that the delivery note has to be provided in the package.

# 4.5. Evaluation Warranty

The Müller Order Form and the warranty claim are received by Müller. Depending on the order category, we will send you the ordered E-part with the appropriate priority. You will not receive an invoice for the time being. As soon as the defective E-part including delivery note arrives at Müller (within 21 days from the date of the warranty claim), the inspection will take place. This determines whether it is a warranty case or not.

#### 4.5.1. Yes, Warranty accepted

The review revealed a warranty claim. You receive a zero invoice for the ordered E-part.

→ The warranty case is concluded.

#### 4.5.2. No, Warranty denied

The review did <u>not</u> result in a warranty claim. We will inform you of this in the invoice and by email. You will receive an invoice for the amount of the E-part plus shipping costs. The defective E-part will be disposed of.

→ The warranty case is concluded.

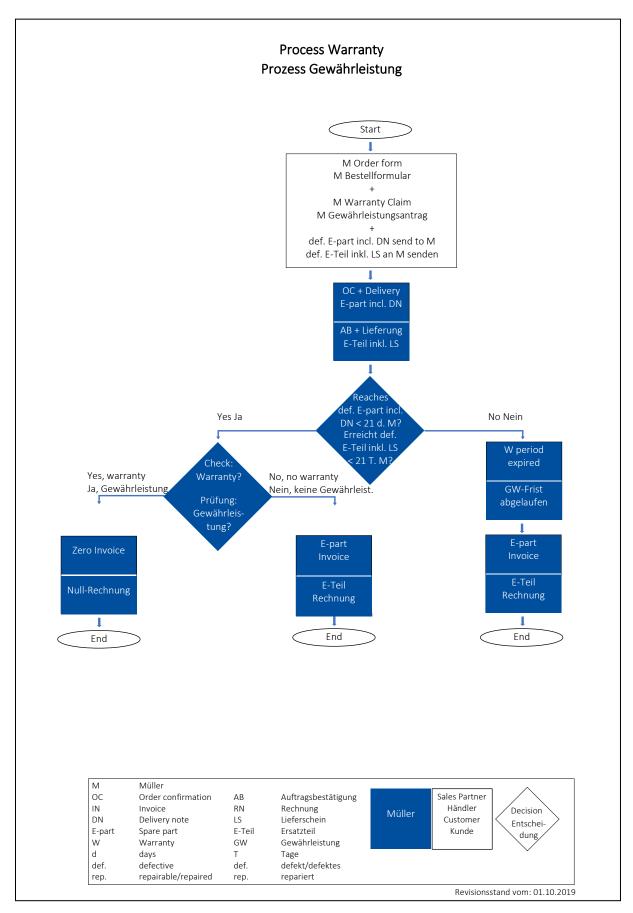
<sup>&</sup>lt;sup>4</sup> Pack the defective part in such a manner that it cannot be further damaged druing transport.

#### 4.5.3. The Defective E-part Reaches Müller after More than 21 Days

If your package does not reach Müller after 21 days, if the delivery note is missing or if no package reaches Müller, the warranty claim is invalidated. The period within which the guarantee case can be checked has expired.

You will receive an invoice for the amount of the E-part and the shipping costs.

→ The warranty case is concluded.



**Process Warranty** 

# 5. Repair E-parts – Product Group 3

Repairs of E-parts are possible. The price for the repair of E-parts from Müller is 70% of the list price (LP) minus discount product group 3. There is a supplementary article number XXXXX-REP (e.g. 16299-REP) for the repaired E-part. Müller reserves the right to send you a new E-part, if available, instead of repairing your E-part.

E-parts/special assemblies from external suppliers such as compressors and vacuum pumps will be invoiced according to quotation.

If the defective E-part (Müller or external supplier) cannot be repaired, the E-part will be disposed of and you will receive an invoice with the lump-sum operating costs for inspecting the E-part. The amount of the lump-sum fee can be found in the price list.

#### Positive list (suitable for repair)

- Boards
  - o 16299 Board complete
  - o 49892 Board complete
  - o 28815 Board complete
  - o 24150 Board complete
  - 24530 Board complete
- Power Supply
  - o 35209 Power supply (only electronic)
  - o 26151 Power supply
  - o 26152 Power supply
  - o 26253 Power supply
- Engine Cooling (fan)
- Folding rollers
  - o 53077 folding rollers complete
  - o 53078 folding rollers complete
- Cross knife
  - o 40118 Knife top HM
- Knife
  - o 18408 knife circular knife
  - o 11039 knife circular knife peaked
  - o 44477 knife circular knife peaked top
  - o 44478 knife circular knife peaked bottom

#### Negative list (not suitable for repairs)

- Müller engines
- Shafts (folding rollers, axles, feed rollers etc.)
- Tractors
- ...

V-parts cannot be repaired.

# 5.1. Filling out the Order Form

Several steps are necessary to process a repair quickly.

Fill out the Müller Order Form correctly for the E-part to be repaired (see 3.1. ff).

An Order Form with which a repair is requested must not contain any further "normal" E-part orders.

# 5.2. Sending of the Order Form

The filled out Order Form must be sent as PDF file to <a href="mailto:spareparts@mueller-phs.com">spareparts@mueller-phs.com</a>.

# 5.3. Return Shipment of Defective E-parts

In every case, <u>properly</u><sup>5</sup> pack the defective E-part (important!) and send it together with the delivery note to:

#### Müller Apparatebau GmbH

Spare parts department Gewerbepark 19 85402 Kranzberg Germany

Important: Each part, which is returned to Müller, requires an enclosed delivery note. On the delivery note, state your Customer number ("Your internal Order number"). It is also required on the Müller Order Form. Only in this way can parts returned to Müller be properly combined with your written order for repair. Parts that are returned to Müller without a delivery note cannot be processed. They will be disposed of immediately. It is a strict requirement that the delivery note has to be provided in the package.

# 5.4. Evaluation of Defective E-part from Müller

Müller inspects the defective E-part to determine whether it can be repaired or not.

#### 5.4.1. Yes, Müller's E-part is Repairable

Müller repairs the defective E-part. You will then receive back the repaired E-part incl. delivery note and invoice.

#### 5.4.2. No, E-part from Müller is not Repairable

Müller disposes of the defective E-part. You will receive an invoice with the lump-sum operating costs. The amount of the lump-sum fee can be found in the price list.

<sup>&</sup>lt;sup>5</sup> Pack the defective part in such a manner that it cannot be further damaged druing transport.

# 5.5. Evaluation of Defective E-part of External Supplier

Müller inspects the defective E-part of external suppliers to determine whether it can be repaired or not.

#### 5.5.1. Yes, E-part of External Supplier is Repairable

Müller prepares a quotation for the repair of the defective E-part.

You decide whether to repair the E-part or not.

#### 5.5.1.1. Yes, Repair E-part

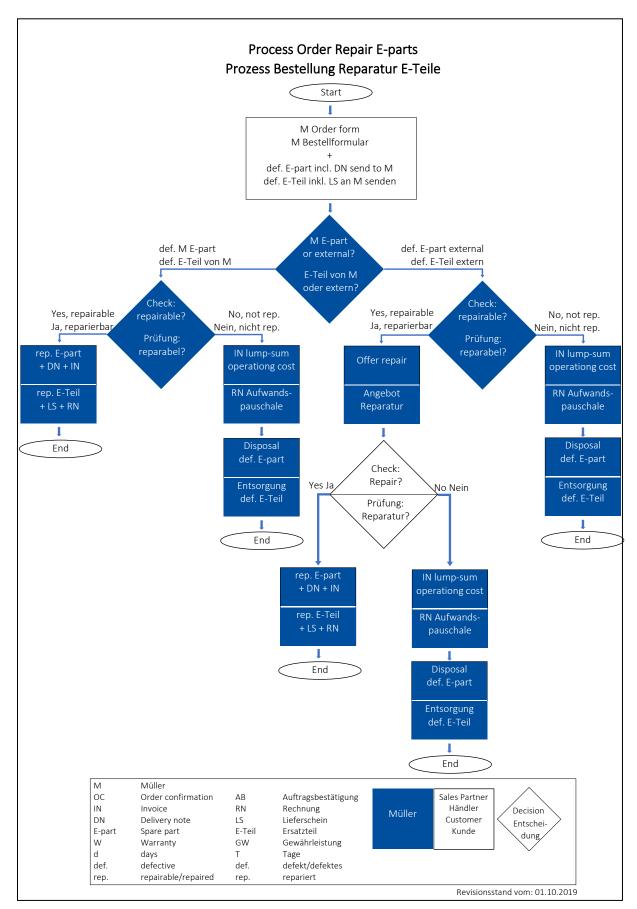
Müller repairs the defective E-part. You will receive back the repaired E-part incl. delivery note and invoice.

#### 5.5.1.2. No, do not Repair E-part

Müller disposes of the defective E-part. You will receive an invoice with the lump-sum operating costs. The amount of the lump-sum fee can be found in the price list.

### 5.5.2. No, E-part of External Supplier is not Repairable

Müller disposes of the defective E-part. You will receive an invoice with the lump-sum operating costs. The amount of the lump-sum fee can be found in the price list.



Process Order Repair E-parts

# 6. Order for Machines – Product Group 1/2

# 6.1. Inquiry

The sales partner describes the desired application in concrete terms.

#### 6.2. Quotation

On the basis of the Inquiry form, Müller prepares a quotation including technical drawing (Corel Draw) within two weeks. Quotations are always specified in Euro with end customer list price ex works Kranzberg (EXW [Incoterms 2020]).

Prior to placing the order it is important to define the on-site support. Then Müller will prepare a quotation for this as well.

Depending on the product group the appropriate reseller discount must be subtracted to obtain the sales partner price.

The following (various) costs/services for the installation are not included in the offer and have to be paid/organized by the sales partner:

- Transport to the installation site
- Customs duties and import taxes
- Installation
- Training
- Warranty (costs for the time of exchange)

#### 6.3. Order

Only orders in written form are valid.

Send your order to: <a href="mailto:sales@mueller-phs.com">sales@mueller-phs.com</a>.

After receipt of the order you will promptly receive an order confirmation together with order drawing (if available) with the expected delivery week and the payment term.

Sign the order drawing and send it back to Müller by return email.

Depending on the order value and payment term, the settlement of a downpayment invoice may be necessary before production can begin.

Additional coordination with you occurs through Müller project management in the production phase.

#### 6.3.1. Order numbers

A machine order results in an order with an order number (9 items with 8 numbers and 1 letter as index).

If the order contains one machine, an order number with the index "A" is generated. If the order contains several machines, an order number with ascending index is generated for each machine. A total order is thus separated into several partial orders.

#### Example:

20199788A Machine 1 20199788B Machine 2 20199788C Machine 3

# 6.4. Acceptance

For complex systems an acceptance procedure is executed for the system. For this you as sales partner together with your customer come to the factory of Müller in Kranzberg. During the acceptance procedure the machine processes original material provided by the customer. Thus your customer can ensure for himself that the machine is running faultlessly. Moreover, fulfillment of the agreed requirements is checked. The functions will be demonstrated and adequately tested relative to software and hardware requirements.

The acceptance of the system takes place in the factory in Kranzberg. If the sales partner is not present at the acceptance, the system is deemed to be accepted with delivery. After completion and acceptance a system-specific training course can take place.

### 6.5. Delivery

The machines are always delivered ex works Kranzberg (EXW [2020]). Please pay attention to the business hours of the warehouse.

#### Warehouse Office Hours:

Mon – Thu 7:30 am - 11:30 am and 1 pm - 4 pm (CET)

Fri 7:30 am – 12 noon (CET)

You yourself are responsible for organization of the transport (commissioning, payment, etc.). If necessary Müller will provide information to you concerning freight forwarders/carriers.

The machines can be transferred packaged or unpackaged in the factory in Kranzberg – depending on sales partner or customer request. Each packaged delivery will be marked with the respective delivery address as specified by the sales partner. Heat-treated wood packaging must be ordered when the order is issued. This is subject to a charge.

For each delivery a delivery note, and on request freight documentation (CMR way-bill), will be prepared. These documents will accompany the goods.

For export to third countries we will prepare a commercial invoice and a customs export declaration for you free of charge.

On request we organize preference verifications and verifications of origin for you (for example EUR.1 and A.TR.) as well as other special documents for a fee. The amount of the fee can be found in the price list.

Installation at the end customer's facilities is executed by the sales partner. If required, Müller will support the installation with a technician on-site. For new developments technical on-site support through Müller is mandatory.

# 7. Warranty Machines – Product Group 1/2

The warranty period for machines can be found in the T&C.

# 8. Packaging machines- product group 1/2

Müller provides four variants for the packaging of machines. The required packaging type must be defined in the order.

#### 8.1. Pallet

- Wooden pallet made of spruce wood
- Machine fixed on pallet
- Machine laterally wrapped with stretch film
- Wooden frame made of spruce wood
- Foil for protection from above
- Pallet completely inserted
- Warning labels on four sides



- Center of gravity sticker on 2 side



- Packaging costs: none

The name of the article to be ordered is:

SA-CARGO\_PAL

Packing - Pallet



# 8.2. Overseas pallet with corrosion protection film

- wooden pallet treated according to ISPM-15 guideline
- Machine completely wrapped in VCI corrosion protection film
- Machine fixed on pallet
- VCI corrosion protection film fixed with stretch film
- Wooden frame, treated according to ISPM-15 guideline
- Foil for protection from above
- Pallet completely inserted
- Warning labels on four sides



- Center of gravity sticker on 2 sides



- Packing must be ordered separately

- Please see our price list for packaging costs

The name of the article to be ordered is:

SA-CARGO\_SPALCI Packing - Overseas-pallet (ISPM-15)

### 8.3. Overseas Wooden Box with anticorrosive foil

- wooden pallet treated according to ISPM-15 guideline
- Machine completely wrapped in VCI corrosion protection film
- Machine fixed on pallet with perforated tape
- VCI corrosion protection film fixed with stretch film
- Box walls made of OSB wood pallet
- Warning labels on four sides



- Center of gravity sticker on 2 sides



- Packing must be ordered separately
- Please see our price list for packaging costs

The name of the article to be ordered is:

SA-CARGO\_SBOXCI Packing - Overseas wooden box (ISPM-15)

# 8.4. Unpacked delivery

Delivery without packing is possible. The designation for the article to be ordered is:

SA-CARGO\_UNPACK Unpacked delivery



# The Appendix

Please use the forms attached. If you do not have these separately, proceed as follows:

- 1. Use Adobe Acrobat.
- 2. Save the Process Manual.
- 3. Display "page thumbnails" on the left below the menu bar.
- 4. Click on the corresponding page with the right mouse button.
- 5. Select "Remove page".
- 6. Select "Remove page as single file" and save it.

Alternatively, send an email to <a href="mailtosparegarts@mueller-phs.com">sparegarts@mueller-phs.com</a> and ask for the appropriate form.

# Müller Order Form / Bestellformular



illing	address	. / Rechnui	ngsadresse		Delivery address / Liefera	dresse (if diff. / falls abw.)
Custor	ner No. at N	∕Iüller			Customer No. Delivery address Kundennummer d. Lieferadresse	
Compa	any / Firma				Company / Firma	
Name	Ruver / Nar	me Besteller			Name Contact Person	
					Name Ansprechpartner	
street,	Number/ S	Straße, HsNr.			Street, Number / Straße, HsNr.	
ZIP Co	de, City / PL	.Z, Ort			ZIP Code, City / PLZ, Ort	
Count	ry / Land				Country / Land	
	Number B				Phone / Telefon	
	<i>Besteller (r</i> for Order Co					
	<i>für AB</i> iternal Orde	ar No				
	terne Bestel				Date of Order / Bestelldatum	
rder	items /	Bestellpos	itionen			
Pos	Piece	Article N		Description / Artike	 elbezeichnuna	
1				,	<u> </u>	
2						
3						
4						
5						
6						
7						
		v / Dostolli	katagaria	☐ Express	☐ Standard	☐ Standard-Eco
ruer		<b>y</b> / Bestell! rocessing Prio		1	2	3
		arbeitungspric	orität	5 61:	0, 1, 101;	
<b>yie</b>		Delivery Type Lieferart	e	Express Shipment Express-Versand	Standard Shipment Standard-Versand	Standard Shipment Standard-Versand
<b>of se</b>	Partial	Delivery / Teil	llieferung	Yes / Ja	Yes / Ja	No / Nein
<b>Type of service</b> Leistungsart		<b>ivery day sele</b> Isliefertag wäh		No / Nein	No / Nein	Yes, required transfer to UPS: Ja, gewünschte Übergabe an UPS
elive	rv condi	tion / Liefe	erbedingung	1		
	any / Deut			opa (EU/non EU)	Rest of the World /	Rest der Welt
UPS	via Müller	Account	☐ UPS via Mü	ller Account (Lump-sum)	☐ UPS-Customer-No.	/ KD-Nr.:
				ner-No. / <i>KD-Nr</i> .:	DHL Customer-No.	/ KD-Nr.:
(Lur					☐ TNT- Customer-No	. / KD-Nr.:
(Lur						

All fields are mandatory.

Please send the completed form to / Senden Sie das ausgefüllte Formular an: <a href="mailto:spareparts@mueller-phs.com">spareparts@mueller-phs.com</a> If you have any questions, please call / Bei Rückfragen erreichen Sie uns unter +49 8166 670 400

Your order is subject to our T&Cs. These can be accessed on the Internet at <u>www.mueller-phs.com</u>. Delivered goods remain our property until full payment. In case of warranty, the "warranty claim" is also required

# Müller Warranty Claim





Billing Address / Rechnungsadresse	
Customer Number at Müller* Kundennummer bei Müller*	Date* / Datum*
Company* / Firma*	
Your internal Order No.*  Ihre interne Bestellnr.*	
Warranty item / Gewährleistungsgegenstand	
Müller model number / Version*  Müller Modell-Nummer / Version*	Model Serial No.*  Modell-Serien-Nr.*
Article No.* Artikel-Nr.*	Date of production, if available  Produktionsdatum, falls vorhanden
Meter Reading System Channel  Zählerstand Systemkanal	Meter Reading Inserting System  Zählerstand Kuvertiersystem
Invoice Number*, **  Rechnungsnummer*, **  Description of Error / Justification for Warranty Classes Fehlerbeschreibung / Begründung für Gewährleistungsanspru	
	lly filled by Müller- rn von Müller ausgefüllt -
Warranty Claim Gewährleistungsantrag	Müller Order No. Müller Auftragsnr.
$\square$ is justified / ist gerechtfertigt	Date / Datum
☐ is not justified / ist nicht gerechtfertigt	Initials Name / Zeichen
Reason / Begründung	

st characterized fields are obligation fields / st gekennzeichnete Felder sind Pflichtfelder

<sup>\*\*</sup> Invoice Number, to which warranty can be directly attributed. / \*\*Rechnungsnummer, auf die die Gewährleistung eindeutig zurückzuführen ist.

# LEGEND MÜLLER MODEL NUMBER

**UW** Unwinder

WE Waste Extraction
WP Web Processing
ZZ External Device



	1   2	3   4	5   6			7   8			9	10	11	12	13	14 15
	Module Type	Segment & Solution	Speed			Core Feature			mech. Level	electr. Level	Module Option Accessory	Air	Operating Side	consecutive no.
AC AL AM AN BR CA CH CK CS CW DA DB	Area Camera Autoloader Accumulator Antistatic Device Barcode Reader Card Channel Checkweigher Cutter Sheet Cutter Web Diagonal Aligner Database Dynamic Processor	10 Sheet Processing 12 Sheet Processing W+D 20 Binding 30 Web Processing 40 Control 41 Control - Interface IN 42 Control - Interface W+D 43 Control - Interface OUT 44 Control - Software Package 50 Affixing 60 Cutting 67 Cutting 6700 70 Verifying	sheets/h x 1000  00 = irrevlevant  exception: 30 Web Processing = metres/min ÷ 10	## Neutral A3 DIN A3 A4 DIN A4 A5 DIN A5 AC Alternating Current AD Adapter AE Active Entry/Exit AI Air AM Accumulation AR Area Reading AU Auto B1 BB x00 B2 BB x00 Pocket	EF ER ET EX FE FH FN FO FP FR FS GR GT	Error Flag Endless Remaliner Extend. Feeder, Extension Exit Feeder File Hole Funnel (Card) Folder Full-Page Friction Failsafe Grooving/Creasing Glue Taping	PK PL PR PS PT PU RB RC RE RL RO RT RV	Packing PinLess Printer Pressure Sealer Pile Turner Puncher Right Bottom Remote Control Reading Right + Left Rotator Right Top Reverse	A Level A B Level B C Level C D Level D E Level E F Level F G Level G H Level H	A w/o any PCB B Small PCB C Online PCB "C" F Online PCB "F" H Main PCB P 8700/8900 # others K Beckhoff	M Module w/o Phase S Module ~230V L Module ~115V R Module ~400V O Option A Accessory W Wide Input Range AC (~90264 VAC) C Combination 400 VAC + 24 VDC	N No P Air Pressure	L Left N Neutral R Right	# = pos. not in use + = modul independent option/accessory
DR DS DT EB ED EF FC FR FS GL HW IF IN JS LC MC ME	Document Rotator Drop Stacker Document Turner Envelope Belt Envelope Deflector Enclosure Feeder Envelope Turner Feeder Folder Factory Refurbished Fold Stacker Glueing Unit Hardware Interface Inkjet Inserter Job Separator Line Camera Multi Channel Merger	77 Verifying 7700 80 Inserting 81 Inserting 8100 83 Inserting 8300 85 Inserting 8500 87 Inserting 8700 89 Inserting 8900 90 Extra		B4 DIN B4 B5 DIN B5 BA Basis BF Bookletfeeder BI Binding BL Blade BO Bold BR Bridge C1 1 Connection C2 2 Connection C4 DIN C4 C5 DIN C5 CA Card Affixing CC Card Control CD Card Dispenser CF Continuous Feed CH Check CI Card Inspection CN Connection CO Counter	H1 H2 HE HW IC IF IH IJ IN JS KC KN LA LB LC LG LO LR LS LT	Horiz. Perf. Full Cylinder Horiz. Perf. Split Cylinder Height Hardware Indication Interface Inserting Head Inkjet Inserter Job Separation Knife Cassette Knife Labeler Left Bottom Loop Control Logistics Long Line Recognition Longitudinal Slit Left Top	RW SA SC SD SE SF SG SH SI SL SM SP SR SS ST SW TE TR TS TT	Reading Window Straight Ahead Single Code Standard Setting Self Mailer Shingling Short Simulation Slim Slitter Merger Splicing Table Shredder Single Sheet Stop, Stopper Software Terminal (Receiving) Tray Throughput Station Transport Trolley		Marketing  I N 8 5	Marketing Part  g Part  Suffix  1 5 U G  at Speed Core Feature	C C MD & EL Level	Air	
MR MS NP NW OP OT PO RU RW SB SC SD SL SP SQ	Mark Reader Mobile Scanner Noise Protection New Operator Panel Others Power Supply Reading Unit Rewinder Stacking Belt Shingle Conveyor Sheet Deflector Sliding Bar Sheet Processing Sequencer			CP Compressor CR Cross (Cut) CS Center Slit CT Cross Table CW Cutter Web D1 1 Drive D2 2 Drive DA Dancer Roll DE Desktop DC Direct Current DD Down-Down DI Data Input DM Distance Module DO Down DR Drive Station	MH MK MO MR	Loose Web 2 Modules 3 Modules Multi Code Multi Drive Multi-Function Monitor Holder Monitor Keyboard Modification Marker Roll Mark Sensor Online Connection Operating Others 3 Pocket	TW U1 U2 U4 UD UF UG UP US UU VA VE VF VI W3	Tight Web 1-up 2-up 4-up Up-Down Underframe Upgrade Up Ultrasonic Sensor Up-Up Vacuum, Vac. Box Vertical Verifying Station Vibrator 3 Ways		INSERTING.	SHEET PROCESSING.	CUTTI	NG.	WEB PROCESSING.  BINDING.
ST SU SW TA TB TU	Stitcher Stacking Unit Software Taping Unit Turn Bar Transport Unit			DS Document Surveilland DT Dot DU Down-Up DY Dynamic ED Edge Trimmer	P4 PA PB PE PF	4 Pocket Pallet Power Button Perforating PinFeed	WG WI	Waste Bin Waste Extraction Web Guide Wide Without (Cam)			501111021	711710		2025.04. Dokumenten-Nr. SBO.0009en

# Overview and explanation Müller special article

Artikel-Nr. / Articel-No.	PG	Text 1 (EN)	When is which article used?
SA-CARGO_COST	5	Freight costs	Entry of incurred (disbursed) freight charges into an order.
SA-CARGO_PAL	5	Packing - Pallet	Standard packaging (for inner-German / -European shipping)
SA-CARGO_PAPER	5	Papers/porto	Charging of special shipping / export documents
SA-CARGO_SBOXCI	5	Packing - Overseas wooden box (ISPM-15)	0.9 % of the list selling price of the order value
SA-CARGO SPALCI	5	Packing - Overseas pallet (ISPM-15)	Pallet shipping packaging (overseas), 0.3 % of the list sales price of the order value
SA-CARGO UNPACK	5	Unpacked delivery	Shipping without packaging
SA-COMMISSION	5	Commission	Items for provisional payment / consideration
SA-DOO RITTENAU	5	Declaration of origin	For delivery of goods to third countries with preferential regulation.
SA-INSTALL	4	Info for acceptance, delivery, install	Information text regarding acceptance and installation conditions
SA-LOAN	5	Machines for demonstration	Information text for the temporary rental of modules
SA-PG1	1	-	Free price and text entry in product group 1 (machines)
SA-PG2	2	<u> </u>	Free price and text entry in product group 2 (machines)
SA-PG3	3		Free price and text entry in product group 3 (spare parts)
SA-PG4	3	-	Free price and text entry in product group 3 (spare parts)  Free price and text entry in product group 4 (support)
SA-PG5	<u>4</u>	-	, , , , , , , ,
	5	Construction of the constr	Free price and text entry in product group 5 (other / transit costs)
SA-SPEC-COLOR	5	Surcharge for special painting	Surcharge for special coating (per order)
SP-COURIER	5	EXW delivery with courier	For deliveries registered with the customer's account number. Courier DHL; TNT; FedEx.
SP-DOO_DORSCH	5 -	Declaration of origin	For delivery of goods to third countries with preferential regulation.
SP-EXPRESS	5	Express-order-surcharge	Order category 1: Orders that need to be shipped the same day by express shipping will be charged with a surcharge.
SP-FREE	3	Free of charge	If a delivery is invoiced free of charge due to a reworking, e.g. for a new system.
SP-GOODWILL	3	Goodwill	If prices of the parts outside the warranty, but due to a goodwill case, are deducted with a freely selectable amount.
SP-MINIMUM	5	Minimum quantity surcharge	E-parts orders whose value is less than 25 Euro will be charged with a minimum quantity surcharge.
SP-PAPER-INVOIC	5	Invoice dispatch by post	Invoices sent by post are subject to a fee per order.
SP-PICKUP	5	Pick-up goods by customer/forwarder	When orders are picked up personally by the customer/forwarding agent.
SP-REDEMPTION	5	Redemption fee	A fee will be charged for the return of spare parts.
SP-REP_LUMP-SUM	4	Lump-sum operating cost reparation	Lump-sum fee if the part cannot be repaired.
SP-REP_OUTLAY	3	Reparation external E-part	30 % of the list selling price and additionally with price group 3 also the retailer discount will be deducted automatically.
SP-UPS_EXFEE_DE	5	Express shipping Germany	Flat rate shipping - express shipping Germany
SP-UPS_EXFEE_EU	5	Express shipping Europe	Flat rate shipping - express shipping Europe
SP-UPS_EXFEE_NO	5	Express shipping non Europe	Flat rate shipping - express shipping non Europe
SP-UPS STFEE DE	5	Standard shipping Germany	Flat rate shipping - standard shipping Germany
SP-UPS STFEE EU	5	Standard shipping Europe	Flat rate shipping - standard shipping Europe
SP-UPS STFEE NO	5	Standard shipping non Europe	Flat rate shipping - standard shipping non Europe
SP-WARRANTY	3	Warranty	In case of warranty the invoice will be charged with 0 Euro or with express shipping costs for order category 1.
SP-WTY INFO	5	Return delivery information	Additional information in case of a warranty claim.
SU-ON-CALL1	4	On-Call Standby	On-call service Mo-Fri 6 a.m 6 p.m.
SU-ON-CALL2	4	On-Call Standby	On-call service Mo-Fri 6 p.m 6 a.m.
SU-ON-CALL3	4	On-Call Standby	On-call service Sat/Sun/holiday 24 hours
SU-TEXT-FREI	5	-	Free text can be entered
SU-TEXT-MAINT	5	Service	Billing of one service call
SU-TRAINING	1	Training daily rate	Daily rate for one day of training
	- 4 		
SU-TRAVEL_EXP	) /	Travel cost  Driven kilometers	Travel expense accounting  Driven kilometers
SU-TRAVEL_KM	4		Driven kilometers  Hours travel time Software Mon Fri 6 a.m., 6 p.m.
SU-TRAVEL_SW1	4	Hours travel time Software	Hours travel time Software Mon-Fri 6 a.m 6 p.m.
SU-TRAVEL_SW2	4	Hours travel time Software	Hours travel time Software Mon-Fri 6 p.m 6 a.m.
SU-TRAVEL_SW3	4	Hours travel time Software	Hours travel time Software Sat/Sun/holiday
SU-TRAVEL_T1	4	Hours travel time Technician	Hours travel time Technician Mo-Fri 6 a.m 6 p.m.
SU-TRAVEL_T2	4	Hours travel time Technician	Hours travel time Technician Mo-Fri 6 p.m 6 a.m.
SU-TRAVEL_T3	4	Hours travel time Technician	Hours travel time Technician Sat/Sun/holiday
SU-TRAVEL_ZONE1	4	Travel package zone 1	Travel package travel zone 1; 0 - 25 km
SU-TRAVEL_ZONE2	4	Travel package zone 2	Travel package travel zone 2; 26 - 50 km
SU-TRAVEL_ZONE3	4	Travel package zone 3	Travel package travel zone 3; 51 - 100 km
SU-TRAVEL_ZONE4	4	Travel package zone 4	Travel package travel zone 4; 101 - 150 km
SU-TRAVEL_ZONE5	4	Travel package zone 5	Travel package travel zone 5; over 150 km
SU-WORK_SW1	4	Hours of work Software	Hours of work Software Mo-Fri 6 a.m 6 p.m.
SU-WORK_SW2	4	Hours of work Software	Hours of work Software Mo-Fri 6 p.m 6 a.m.
SU-WORK_SW3	4	Hours of work Software	Hours of work Software Sat/Sun/holiday
SU-WORK T1	4	Hours of work Technician	Hours of work Technician Mo-Fri 6 a.m 6 p.m.
SU-WORK T2	4	Hours of work Technician	Hours of work Technician Mo-Fri 6 p.m 6 a.m.
SU-WORK T3	<u>'</u>	Hours of work Technician	Hours of work Technician Sat/Sun/holiday
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#### **General Terms and Conditions**

(valid from July 2020)

#### 1. General provisions, validity, conclusion of contract

1.1 The following terms and conditions apply to all business transactions between Müller Apparatebau GmbH (Müller) and the customer (Buyer) even if they are not mentioned in subsequent contracts. The following terms and conditions also apply to agreed services, such as service and maintenance work (services). The General Terms and Conditions apply exclusively and shall be recognised as determinative by the Buyer by placing an order. Conflicting or additional terms and conditions or terms and conditions differing from these General Terms and Conditions shall not become part of the contract unless Müller has expressly agreed to their validity. Individual agreements entered into with the Buyer in individual cases shall have priority.

**1.2** Offers by Müller are non-binding and subject to change unless expressly marked as binding. Orders of the Buyer are binding once they are sent to Müller and may be accepted by Müller within 15 working days after their receipt. The receipt of the order confirmation by the Buyer or, in case of immediate execution of the order, the delivery of the ordered goods shall be decisive for the time of conclusion of the contract.

#### 2. Product descriptions

Information about products (e.g. weights, dimensions, utility values, load capacity, tolerances, software versions and other technical data) as well as their representations (e.g. documentation, drawings and illustrations), especially in brochures, type lists, catalogues, price lists, data sheets, advertising brochures, specifications and descriptions, technical specifications and other technical delivery conditions, do not constitute a quality or durability guarantee of Müller.

#### 3. Delivery of goods, provision of services, passing of risk, dispatch

- **3.1** Delivery and service periods and delivery and service deadlines are only binding on Müller if they have been expressly designated or confirmed as binding. An agreed delivery time is adhered to if the goods have left the factory of Müller by the deadline upon delivery without installation. If the delivery is delayed for reasons for which the Buyer is responsible, the delivery shall be deemed to have been adhered to within the agreed delivery period upon notification of the readiness for shipment or acceptance.
- 3.2 Agreed delivery and service periods shall commence with the dispatch of the order confirmation by Müller, but not before the complete procurement of the Buyer's documentation, the necessary permissions and approvals, the timely clarification and approval of the plans, compliance with the agreed terms of payments and other obligations.
- **3.3** Partial deliveries and services are permissible if they are usable by the Buyer within the scope of the contractual purposes, the delivery of the remaining ordered goods is ensured and the Buyer thereby incurs no significant additional expenses or additional contractual purposes.
- **3.4** The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer at the latest upon delivery of the goods to the Buyer, in case of an agreed dispatch already with the handover of the goods to the freight forwarder, carrier or the person otherwise intended to carry out the shipment. This also applies if partial deliveries are made or if a freight and charges prepaid consignment has been agreed with the Buyer. Müller shall select the carrier and the transport route at its discretion, exercising all due care and diligence, provided the Buyer has not submitted any written specifications. At the request and expense of the Buyer, a transport insurance policy shall be taken out for the goods against the risks to be designated by the Buyer. Insofar as an acceptance has been agreed, this is decisive for the passing of risk. In addition, the statutory provisions set forth in German labour and transport contracts law shall apply mutatis mutandis to an agreed acceptance
- **3.5** If the handover or dispatch is delayed as a result of circumstances for which the Buyer is responsible, the risk shall pass to the Buyer from the day on which the goods are ready for dispatch and this was notified to the Buyer.

#### 4. Force majeure

**4.1** If Müller is prevented from performing its contractual duties, in particular the delivery of the goods, due to force majeure, industrial disputes such as strikes or lock-outs, as well as other unforeseeable events at Müller or its suppliers, Müller shall be released from the performance obligation for the duration of the obstacle and a reasonable start-up period without being obliged to pay damages to the Buyer. If such an event lasts more than four months, Müller shall be entitled to rescind the contract. At the request of the Buyer, Müller shall declare after expiry of the period whether the right of rescission is exercised or the goods are delivered within a reasonable period of time.

**4.2** Insofar as the Buyer is unable to accept the delivery or service as a result of the delay, he or she may rescind the contract vis-à-vis Müller.

#### 5. Warranty, liability

- **5.1** Buyer's rights arising from product defects presuppose that he or she has complied with his or her statutory examination and notification obligations (sections 377, 381 of the German Commercial Code (*Handelsgesetzbuch*)), in particular that the delivered goods were inspected upon receipt and has notified Müller in writing of obvious defects and defects that were identifiable in such an inspection, without delay after receiving the goods. The Buyer must report hidden defects to Müller in writing immediately after their detection. The notification shall be deemed to be without delay if it is effected within two weeks, in the case of obvious defects and defects that were identifiable in the case of a proper inspection, after delivery or, in the case of hidden defects, after their detection, whereby the submission of the notification or complaint complies with the deadline. If the Buyer fails to properly inspect and/or notify defects, Müller's liability for the defect shall be excluded.
- **5.2** An insignificant deviation of the delivered goods from the agreed condition or an insignificant impairment of merchantability do not represent a defect. Defects due to non-compliance with the supplied technical instructions, improper use, incorrect assembly or putting into service by the Buyer or by third parties commissioned by the Buyer, natural resources, replacement materials, wearing parts defective construction, lack of structural requirements, unsuitable subsoil, chemical, electrochemical or electrical influences are excluded from warranty unless they are due to a fault attributable to Müller.
- 5.3 Warranty is excluded for used delivery items.
- **5.4** In case of defects of the goods, Müller is entitled to supplementary performance by rectifying the defect or delivering faultless goods, subjects to its own choice to be made within a reasonable period. The right to refuse supplementary performance under the statutory prerequisites remains unaffected.
- **5.5** Upon request, the Buyer is obliged to return the goods to Müller for examination of defects at his or her own expense. The expenses necessary for the purpose of examination and supplementary performance, in particular transport, travel, labour and material costs within the meaning of section 439 (2) of the German Civil Code (Bürgerliches Gesetzbuch, BGB) as well as any customs duties, shall only be refunded by Müller if the examination reveals that a defect actually exists and to the extent that such expenses are not increased by the goods being moved by the Buyer to a location other than the delivery address. If the Buyer refrains from or refuses to cooperate, Müller shall be entitled to refuse supplementary performance for the period of non-cooperation and to demand compensation for any damage resulting therefrom.
- **5.6** Remedial work or subsequent deliveries shall be made within Müller's business hours (regular working hours Monday to Friday from 8 a.m. to 5 p.m., but not on public holidays). If warranties are provided outside of these standard working hours at the request of the Buyer, the additional costs shall be invoiced separately to the Buyer.
- **5.7** If Müller is not willing or able to remedy the defect after a reasonable period, the Buyer may choose to rescind the contract or reduce the purchase price. The same shall apply if the supplementary performances fail or are unreasonable for Müller.
- **5.8** The Buyer's right of rescission shall be excluded if he or she is unable to return the rendered performance and this is not based on the fact that the return is impossible according to the nature of the rendered performance, Müller is liable herefor or the defect did not show until the processing or transformation of the goods. The right of rescission shall be further excluded if Müller is not responsible for the defect or has delivered custom-made products.
- **5.9** Warranty claims of the Buyer become void if the Buyer attempts to repair or modify the goods himself or herself or to have them repaired or modified by third parties without the consent of Müller, if the removal of the defect hereby becomes impossible or unreasonably difficult.
- **5.10** Claims by the Buyer for reimbursement of expenses instead of damages in lieu of performance are excluded unless a reasonable third party would have incurred the expenses.
- 5.11 If the defect is due to Müller's fault, the Buyer may demand damages or reimbursement of wasted expenditure only on the conditions set forth in clauses 5.12 and 5.13; otherwise it shall be excluded.
- **5.12** Müller is liable for damage claims for whatever legal reason in the context of fault liability based on intentional or grossly negligent acts. In the event of slight negligence, Müller shall be liable subject to a milder standard of liability in accordance with the statutory regulations (e.g. for due care in its own affairs) only



- a) for damage resulting from injury to life, limb or health,
- b) for damage resulting from the significant breach of a material contractual obligation (obligation the fulfilment of which actually enables the proper performance of the contract and on compliance with which the contractual counterparty normally trusts and may trust); in this case, however, liability of Müller is limited to compensation for damage that is foreseeable and which typically arises.
- **5.13** The disclaimers and limitations of liability stated in clause 5.12 shall apply to the same extent in favour of the bodies, legal representatives, employees and vicarious agents of Müller. However, they shall not apply if Müller fraudulently concealed a defect or assumed a guarantee for the quality of the goods and for claims of the Buyer under the Product Liability Act (*Produkthaftungsgesetz, ProdHaftG*).
- **5.14** Notwithstanding section 438 (1) no. 3 BGB and section 634a (1) no. 1 BGB, the limitation period for warranty claims of the Buyer is one year. The limitation period commences with the delivery of the goods or the provision of services upon completion of the execution work. As far as acceptance is agreed, the limitation period commences with the acceptance.
- **5.15** However, if the goods are a building or an object that, in conformity with its customary manner of utilisation, has been used for a building and has caused its defectiveness (building material), the limitation period is five years from delivery pursuant to the statutory regulation (section 438 (1) no. 2 BGB/section 634a (1) no. 2 BGB). Further statutory special provisions pertaining to the statute of limitations remain unaffected (in particular section 438 (1) no. 1, (3), sections 444, 445b BGB).
- 5.16 The above-mentioned limitation periods under sales law shall also apply to contractual and non-contractual damage claims of the Buyer that are based on a defect of the goods unless the application of the regular statutory limitation period (sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. However, damage claims of the Buyer according to clause 5.12 sentences 1 and 2a) as well as the Product Liability Act become statute-barred exclusively in accordance with the statutory limitation periods.
- 5.17 In case of claims for damages or reimbursement of wasted expenditure not based on material or legal defects, the limitation period is otherwise two years; the period begins at the time at which the customer became aware of the circumstances that gave rise to the claim or would have become aware had it not been for gross negligence on his or her part.
- **5.18** An opinion of Müller on a claim asserted by the Buyer does not constitute acknowledgement or entry into negotiations concerning the claim or the circumstances giving rise to the claim.

#### 6. Retention of title

- **6.1** Müller retains title to the delivered goods until the complete fulfilment of all current claims from the business relationship against the Buyer (reserved goods). The Buyer is obliged to treat the reserved goods with care during the retention of title. In particular, he or she shall be obliged to adequately insure the reserved goods at his or her own expense against damage caused by fire, water and theft at replacement value. As a precaution, the Buyer assigns any compensation claims from this insurance to Müller Müller hereby accepts the assignment. If an assignment is not permitted, the Buyer hereby irrevocably instructs the insurance company to make payments only to Müller. Further claims of Müller remain unaffected. Pledges or transfers by way of security as well as any other disposition of or over reserved goods are inadmissible.
- **6.2** The reserved goods shall always be processed or transformed for Müller as manufacturer. If, by combining, Müller's ownership expires, it is hereby agreed that the Buyer's (co-)ownership of the new object will pass to Müller in proportion to the value (invoice value). The Buyer then stores the new objects for Müller free of charge.
- **6.3** The Buyer is entitled to sell the delivered goods and the objects resulting from their processing in the ordinary course of business, as long as he or she is not in default. He or she hereby assigns to Müller for security purposes all debts owed to him or her from the resale of the reserved goods. The Buyer is revocably authorised to collect the claims assigned to Müller in his or her own name.
- **6.4** If the value of the claims assigned in advance for security purposes exceeds the claims of Müller by more than 10%, the claims assigned for security shall be released at Müller's option at the request of the Buyer.
- **6.5** In the event of breach of contract by the Buyer, in particular default of payment or if insolvency proceedings are opened against his or her assets or the opening of insolvency proceedings is rejected for insufficiency of assets, the entire residual debt shall be due even if there are bills of exchange with a later maturity date. In this case, the Buyer must provide Müller with a list of all reserved goods still in his or her possession and a list of the claims assigned to Müller indicating the name and address of the debtor and the amount of the respective claim. Without prejudice to any other rights, Müller is entitled in the event of default of payment of the Buyer to rescind the contract in accordance with the statutory regulations or/and to demand the return of the goods on the basis of the retention of title.

The Buyer has to grant Müller immediate access to the reserved goods, to surrender them and to inform Müller of their location. After timely threat, Müller may otherwise utilise the reserved goods to satisfy the claims due against the Buyer. A demand to return the delivered goods or their realisation (e.g. seizure) does not at the same time include a declaration of rescission. Müller is entitled to demand only the return of the goods and to reserve the right of rescission.

**6.6** In the case of third-party access to the reserved goods, the Buyer must refer to the ownership of Müller and notify Müller immediately. The Buyer shall bear all costs for which he or she is responsible and which have to be expended to prevent access and to recover the goods unless they can be collected by a third party.

#### 7. Prices

- **7.1** The net prices, valid at the time of delivery, excluding VAT ex works (EXW according to Incoterms® 2020) Kranzberg, shall be applicable. Value-added tax will be shown separately in the invoice in the legal amount, applicable on the day of invoicing.
- 7.2 Müller shall be entitled to perform or render outstanding deliveries or services only against advance payment or provision of security or to withdraw from the contract if circumstances become known after conclusion of the contract which are capable of significantly reducing the Buyer's standing and by which the payment of accounts receivable from the Buyer from the respective contractual relationship is endangered.

#### 8. Terms of payment, set-off, retention, assignment

- 8.1 Invoices are to be paid immediately without deductions.
- **8.2** If the Buyer does not accept purchased goods after expiry of a deadline set by Müller (default of acceptance), Müller may demand from this date a one-off expense allowance for storage costs which, without separate proof, amounts to 1% of the purchase price per week or part thereof and is limited to 5% of the purchase price. The Buyer is at liberty to prove that no or less storage costs have arisen in connection with the non-acceptance of the goods.
- 8.3 In case of default, the Buyer owes default interest to the statutory amount of currently nine percentage points above the base interest rate of the European Central Bank. Other claims remain unaffected. If the Buyer does not pay or is late in payment, Müller is entitled to rescind the contract if the legal requirements are met.
- 8.4 Payments by the Buyer can first be credited towards his or her oldest debt. If costs and interest have already arisen, Müller is entitled to offset the payment first against the costs, then against the interest and finally against the principal claim.
- $8.5\ Counterclaims\ of\ the\ Buyer\ entitle\ him\ or\ her\ to\ offset\ and\ assert\ rights\ of\ retention\ only\ if\ they\ have\ been\ legally\ established\ or\ are\ undisputed.$
- 8.6 The assignment of any claim of the Buyer against Müller requires written consent to take effect, which can be refused only for legitimate interest.

#### 9. Place of performance, venue

Place of performance shall be Kranzberg; this shall also apply to supplementary performance or subsequent improvements by Müller. Venue shall be Munich. Müller is also entitled to bring an action at the Buyer's domicile and at any other admissible venue.

#### 10. Applicable law

The legal relationship between Müller and the Buyer shall exclusively be governed by German law. To the extent that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is applicable, it shall only apply in the event that there exist claims for damages and reimbursement of expenses vis-à-vis Müller on grounds of defective goods or other non-performance only through the fault of Müller's legal representatives or vicarious agents and only within the limits of the "Warranty, liability" section.

#### 11. Contract Language

Contracts can be concluded in German or English language. These General Terms and Conditions are valid only in their German language version. The English language version of these General Terms and Conditions is not legally binding and only serves information purposes without Müller vouching for the translation.

Kranzberg, 01.07.2020 Müller Apparatebau GmbH



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