



In addition to the currently valid version of our terms and conditions for sales and delivery, which are available on the internet at [www.merkle.de/AGB](http://www.merkle.de/AGB), the following terms and conditions shall apply to our fully or semi-automated systems (product groups 31 "Automatic systems", 51 "Special machines" and 09 "Robots"):

#### 1. Documentation

The documentation is simple, written in German and available on a CD. It consists of an assembly plan, operating instructions, a spare parts list and a wiring diagram with a list of devices. Documentation for components from suppliers is available only in their original format and language.

#### 2. Systems, drawings

Only the documents (illustrations, drawings, dimensions, weights etc) supplied with our quotation are binding. We retain title and/or copyright in all the documents we supply; they must not be made available to third parties.

#### 3. Installation staff

We shall invoice for the use of our installation staff, i.e. for assembly, installation, commissioning, programming and inspection of fully and semi-automated systems according to the currently valid version of our terms and conditions for installation and customer service, which are available on the internet at [www.merkle.de](http://www.merkle.de).

#### 4. Support from the purchaser

The purchaser shall provide the following services at his own cost and risk and in a timely manner, unless they are the object of the quotation:

- provision of auxiliary staff with the required expertise and equipped with the required tools;
- all requisite and suitable safety equipment, work platforms, lifting gear, transportation and ventilation equipment;
- all aids for replacing components, devices, consumables both for carrying out maintenance work and commissioning work etc;
- all preparatory work, carrying out all requisite building work such as foundations, steel base plates and other work to our specifications, fixing points, fixing gear, etc;
- all requisite and suitable materials and fuels for installation, commissioning and testing;
- timely provision at no charge of all requisite information, documentation, templates etc;
- electrical power, water, light, compressed air and all requisite media connections, interfaces, ready for connection;
- secure storage facilities for tools, materials etc,
- unloading and transport at the place of installation;
- cleaning of installation parts and protection from harmful influences.

The purchaser is to ensure that all preparatory work has been completed such that installation can be started immediately upon the arrival of our installation staff and can be carried out until acceptance with no delay.

Waiting time or additional expenditure that we incur as a result of incomplete preparatory work or other circumstances for which we are not responsible shall be charged to the purchaser and invoiced accordingly.

The implementation and costs for any necessary inspection and/or approval by authorities or other supervisory bodies and the actions and costs arising from these are not included in our services and must be borne by the purchaser himself.

#### 5. Test material / workpieces

The purchaser shall undertake to provide us with a sufficient number of suitable workpieces in a timely manner and at no charge

- a) immediately the order is placed;
- b) until full functionality is achieved and during the test period in the Kötz facility;
- c) for hand-over.

Once the order has been placed, the purchaser shall also undertake to provide to us without prompting the final drawings of the workpieces to be welded.

The workpieces must comply with DIN EN ISO 9692 parts 1 to 3 "preparing welding seams". The purchaser shall undertake to adapt the workpieces to the requirement of automatic welding where required.

If the workpieces, drawings etc are not provided to us in a timely manner or within the required tolerances, we hereby give notice that the delivery time may thus be delayed accordingly. The purchaser shall be liable for any additional costs thus arising and these will be invoiced separately.

We can accept no liability for damage, theft or other loss of workpieces.

#### 6. Acceptance

The purchaser shall undertake to employ only suitably expert personnel to inspect and assess the fully and partly automated systems for acceptance.

Once acceptance has been satisfactorily completed, an acceptance record will be created and signed by both parties.

Acceptance, commissioning and any subsequent production support at the purchaser's facility will be invoiced pro rata in accordance with our terms and conditions for installation and customer service, unless other arrangements have been made in writing.

#### 7. Fixing, anchoring

Fully and semi-automated systems that require special fixing are as a rule anchored to a concrete floor using tension rod bolts, unless other arrangements have been made. A suitably strong, even and vibration-free concrete floor with a minimum concrete quality of C20/25 is required.

We merely provide a recommendation for the fixing of our fully and partly automated systems. The purchaser is responsible and liable for correct fixing.

#### 8. Safety precautions

Electrical and pneumatic primary supply lines, anti-glare equipment and safety barriers in accordance with health and safety legislation are not provided as part of our deliveries, unless other arrangements have been made in writing.

It is the responsibility of the purchaser to observe safety precautions and regulations for health and safety at the workplace. We accept no liability in this respect.

#### 9. Other

Our fully and partly automated systems are designed for a 3 PH 400 V / N 50 Hz electrical power supply and a maximum compressed air range of 6 bar, unless other arrangements have been made in writing.