

**Terms and Conditions governing all sales**

Edition: March 2017

All sales by American Maplan Corporation dba battenfeld-cincinnati US are subject to the Terms and Conditions exclusively set forth below.

**1. Definitions:**

"Buyer" means the person, corporation or other entity (and heirs, successors or permitted assigns) that buys products from battenfeld-cincinnati US. "battenfeld-cincinnati US" means American Maplan Corporation dba battenfeld-cincinnati US and its successors or assigns. "Products" means all goods (equipment) and services provided by battenfeld-cincinnati US.

**2. Terms Exclusive:**

These Terms and Conditions and the other written terms and conditions set out by battenfeld-cincinnati US on the other pages of this document constitutes the complete, exclusive and final agreement of Buyer and battenfeld-cincinnati US with respect to the Products specified. These Terms and Conditions may not be added to, modified, superseded or altered except by written agreement signed by an Officer of battenfeld-cincinnati US. Notification to Buyer of battenfeld-cincinnati US objection to additional (or different) terms is given hereby. **NO PERSON IS AUTHORIZED TO BIND battenfeld-cincinnati US EXCEPT ACCORDING TO THESE TERMS AND CONDITIONS.**

**3. Price:**

Any price quoted by battenfeld-cincinnati US shall not be binding upon battenfeld-cincinnati US unless accepted in writing within thirty (30) days of the date herein. If the Buyer does not accept in writing (30) days, battenfeld-cincinnati US may change the price quoted. Prices quoted herein, unless otherwise specified in writing, (a) shall be F.O.B. battenfeld-cincinnati US dock, 823 S. Bypass, McPherson, Kansas; and (b) do not include freight tariffs, taxes, duties, special handling, or other additional costs. Buyer shall pay all such costs and any such costs paid by battenfeld-cincinnati US shall be billed to Buyer. All goods will be installed by and at the expense of Buyer unless otherwise expressly stated herein.

**5. LIMITED WARRANTY:**

**THIS LIMITED WARRANTY IS EXTENDED IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE), WRITTEN OR ORAL, OR UNDER THE LAW OF ANY COUNTRY OR STATE OR OTHER JURISDICTION.**

Unless otherwise specified, battenfeld-cincinnati US warrants goods built by it to be free from defects in material and workmanship under normal use and service for a period of twenty four (24) months from delivery date or twelve (12) months from installation and will repair or replace (at its sole discretion), free of charge, any defective goods during the said period. This warranty **DOES NOT EXTEND** to defects in goods not manufactured by battenfeld-cincinnati US; however, the original manufacturer's warranties will be passed through battenfeld-cincinnati US to the Buyer. Certain items manufactured and/or sold by battenfeld-cincinnati US have specific warranties that differ from the warranty contained herein. Buyer will be provided with a copy thereof and said specific warranty shall take precedence over the warranty contained herein. In the event the equipment is covered by a specific warranty, it must be installed in accordance with the provisions of that warranty to preserve the specific warranty.

**Additional Terms of Warranty:**

All battenfeld-cincinnati US warranties shall be voided by any of the following:

- (i) Misuse, negligent treatment or improper maintenance;
- (ii) Alteration, repair or installation by other than experienced and trained service personnel unless approved in advance by battenfeld-cincinnati US;
- (iii) Introduction of foreign matter or non-production materials;
- (iv) Operation above rated capacity or at abnormal temperatures;
- (v) Buyer uses barrels or screws supplied by battenfeld-cincinnati US in conjunction with a used or partly worn barrel or screw unless Buyer shall have prior written approval from battenfeld-cincinnati US;
- (vi) Buyer uses barrel and/or screws supplied by battenfeld-cincinnati US in conjunction with a barrel or screws of different origin (other than battenfeld-cincinnati US) unless Buyer shall have prior written approval;
- (vii) Use of contaminated raw materials or regrind;
- (viii) Use of compounds containing more than 15 PHR of fillers unless prior written approval is given by battenfeld-cincinnati US.

**a) Gearboxes:** All gearboxes are covered for a period of one (1) year or 8,000 hours from start-up, whichever shall occur first. Exceptions per this agreement are noted as follows:

---



---

**b) Screws:** Buyer shall supply to battenfeld-cincinnati US installation records of screws supplied by battenfeld-cincinnati US not later than thirty (30) days from installation date including the following information:

**i) AXIAL SCREW FLIGHT CLEARANCE**

**ii) RADIAL CLEARANCE** between screw and barrel. (axial movement on conical screws)

**iii) BARREL**

<MAKE, TYPE AND SERIAL NO.

<NEW OR USED

<NITRIDED OR BIMETALLIC

- > All parts warranted must be returned to battenfeld-cincinnati US freight prepaid.
- > All replacement parts will be sent F.O.B. battenfeld-cincinnati US dock, McPherson, Kansas, freight collect.
- > All replacement parts on equipment shall have the same warranty as new parts or equipment, but will not extend the warranty beyond that of the originally purchased equipment.
- > Buyer shall notify battenfeld-cincinnati US of installation dates within ten (10) days of installation. Failure to notify battenfeld-cincinnati US of dates as provided herein shall void any warranties.

**6. Limitations of Liability:**

The parties agree that the buyer's sole and exclusive remedy against battenfeld-cincinnati US shall be for the correction of the defects as defined in the Limited Warranty clause above. In no event shall battenfeld-cincinnati US be liable on any claim including, but not limited to, any claim of negligence, breach of performance, breach of terms or conditions, defective design, defective manufacture, strict liability arising from the sale, use, delivery, installation, repair or technical direction or advice concerning battenfeld-cincinnati US's goods except as to the repair or replacement of defective goods as provided herein. Under no circumstances shall battenfeld-cincinnati US be liable for any loss of use, loss of raw material or any indirect, incidental or consequential damages, including lost profits.

**7. Technical Service:**

If Buyer requires technical service or training, Buyer shall pay battenfeld-cincinnati US's daily rates in effect the date service or training is rendered. (Please refer to Installation and Service Policy.)

**8. Payment and Delinquency Charges:**

All payment provisions other than cash on delivery are subject to approval of Buyer's credit. If there is no specific contrary agreement upon terms of payment stated herein, all payment not prior made shall be due and payable in one installment on delivery. battenfeld-cincinnati US shall be entitled to and Buyer shall pay interest at the rate of 1½% per month (18% per annum) on all amounts that are not paid as specified.

**9. Cancellation:**

Buyer may not, after acceptance, cancel the order, modify the order, nor be entitled to delay shipment except on prior written approval of battenfeld-cincinnati US. In the event of cancellation of an order of standard machinery or parts, a charge of fifteen percent (15%) shall be immediately due and payable by Buyer. In the case of special order machinery or parts the heretofore described amount plus any special engineering, tooling, parts, components, adapters or other cost incurred by battenfeld-cincinnati US shall become immediately due and payable. battenfeld-cincinnati US may cancel all or part of the contract or order upon the happening of any of the following: insolvency of Purchaser, the appointment of a custodian or trustee, the filing of any proceeding under Title 11 U.S.C., as amended (the "Bankruptcy Code"), or the commencement of a case under any chapter of the Bankruptcy Code for, by or against Purchaser, Purchaser's suspension or termination of business or assignment for the benefit of creditors, any event, whether or not similar to the foregoing, which materially impairs Purchaser's ability to perform here under, contingencies beyond battenfeld-cincinnati US's control including (but not limited to) war, governmental requests, restrictions or regulations, fire, flood, casualty, accident, or other acts of God, strikes or other difficulties with employees, delay or inability to obtain labor, equipment, material and services through company's usual sources, failure or refusal of any carrier to transport materials, delay in transport thereof, or any other similar occurrence causing battenfeld-cincinnati US not to be able to meet anticipated deliveries.

**10. Delivery Date:**

Any stated delivery date is an estimated delivery date only. Time is not of the essence. Under no circumstance shall battenfeld-cincinnati US be liable for any damage or losses experienced by Buyer by reason of delay. battenfeld-cincinnati US has completed delivery to Buyer when goods are ready for shipment and Buyer is so notified or when goods are delivered to a carrier.

**11. Shipment and Risk of Loss:**

battenfeld-cincinnati US may select the mode of shipment and the carrier. Risk of loss or damage shall pass to Buyer upon delivery of the goods to carrier. Upon receipt of goods, Buyer shall carefully inspect goods and notify carrier and battenfeld-cincinnati US of any loss or damage. Failure to notify battenfeld-cincinnati US within 48 hours after receipt waives battenfeld-cincinnati US's responsibility of any loss or damage. Buyer shall

permit battenfeld-cincinnati US to inspect said loss or damage. In the event of delay caused by any action or inaction of Buyer, Buyer shall be liable for all proximate costs resulting from such delay. All packaging, loading and freight shall be the responsibility of the Buyer.

**12. Delinquent Account Balance:**

In the event that the Buyer's account with battenfeld-cincinnati US is delinquent, any and all warranty corrections will not be executed until open accounts are brought up to date. In the case of delinquent account balances the warranty period will not be extended beyond the period indicated in paragraph #5.

**13. Security Interest:**

battenfeld-cincinnati US reserves and Buyer hereby grants to battenfeld-cincinnati US a security interest in all Products sold hereunder to secure Buyer's payment of the purchase price and any other charges owed by Buyer. Buyer agrees that battenfeld-cincinnati US may (but is not obligated to) take such action as battenfeld-cincinnati US deems advisable to evidence and perfect such interest. Buyer further agrees at battenfeld-cincinnati US's request to execute all documentation necessary to perfect said security interest.

**14. Insurance:**

Buyer shall, until all amounts due herein shall be paid in full, maintain sufficient insurance on the purchased goods to protect battenfeld-cincinnati US's security position against all risks and all perils, including but not limited to fire, lightning, flood, wind, vandalism, theft, explosion. battenfeld-cincinnati US shall be a named insured in the policies maintained by the Buyer.

**15. Patents:**

battenfeld-cincinnati US shall indemnify and hold harmless Buyer for any claim or action arising out of suit or claim of patent infringement provided that Buyer gives battenfeld-cincinnati US prompt notice in writing of the receipt of notice of infringement and of the institution of the suit or proceedings and permits battenfeld-cincinnati US at battenfeld-cincinnati US's option to defend same through its counsel and gives battenfeld-cincinnati US all needed information, authority, assistance and cooperation (at Buyer's expense) to enable it to do so.

**16. Waiver:**

Waiver of any breach or nonperformance shall not be deemed to waive any other breach or nonperformance.

**17. Severability:**

In the event that any portion of these presents shall be unenforceable, then the said portion shall be severed and the balance shall have full force and effect.

**18. Choice of Law, Forum and Jurisdiction:**

This contract shall be governed by the laws of the State of Kansas. Buyer agrees to be subject to and accept jurisdiction in the Kansas federal and state courts to resolve all disputes.

**19. Compliance Management System:**

battenfeld-cincinnati has established a Compliance Management System and set up a Code of Conduct that is observed by the company and all employees when doing business. This Code of Conduct also mirrors the core values of our company.

You can find it for download on our website (<http://www.battenfeld-cincinnati.com/usa/company/about-us-mission-statement/compliance/>).