

DOHMEYER

CRYOGENIC • FREEZING • PRECISION

Effective October 1st, 2022.

These Terms and Conditions supersede all prior General Terms and Conditions of Machinery

Article 1. Safety at for operators and food safety

The customer is the sole responsible for the safety of his personnel. The customer must take all precautions as defined in local legislation. The following oxygen and/or CO2 monitoring device (at least alarm module and 1 cell) must be in place for monitoring the ambient air in the room where the cryogenic equipment is installed:

1x cell mounted on nearest wall (max 5 m from device)

1x alarm module to give voltage free contact to the Dohmeyer machine

1x sufficient shielded cable between cell and alarm module

The positioning of the cell and the method of alarm indication must be conforming to local legislation. A portable monitoring device is not a valid alternative, however for a trial period it is a useful help. Please contact local authorities to discuss these safety issues. The Dohmeyer safety control components are designed to work with a voltage free contract from a monitoring device. As soon as the level of residual oxygen is below 19% (in some countries below 17%), a voltage free contact from the oxygen monitoring system must be detected and the supply of liquid nitrogen must be interrupted. As soon as the level of CO2 is higher than the Maximum Allowable Concentration (in most countries 1,5% or 3%), a voltage free contact from the CO2 monitoring system must be detected and the supply of liquid CO2 must be interrupted. The customer must install an emergency safety valve at the cryogenic storage tank outlet that will shut off the supply of liquid gas in case of emergency.

Article 2. Condensation and ice

Cryogenic equipment operates at very low temperature. Many parts of the equipment will be extremely cold. All cold parts which come in contact with the ambient air or with wet product will show condensation and ice built up on the surfaces. Also gas exhaust ducting and fans will be very cold. The thermal insulation of the machine is polyurethane. Because of limitations to the wall thickness of the equipment in combination with liquid cryogenic gases, the appearance of cold spots on the external parts of the equipment cannot fully be avoided, and can never constitute a reason to invoke warranty or construction failure. When the machine warms up, ice will melt. Note that condensation; ice and water contain bacteriological contamination.

Article 3. Warranty, Preventive and Corrective maintenance

Dohmeyer offers 24/24 hours and 7/7 days stand-by through a telephone hotline. In case of serious problems, a technician can immediately start the journey to the customer. The service is coordinated in Belgium and remains always under supervision of Dohmeyer. Teams in Belgium, Poland and United Arab Emirates are on stand-by. For preventive and corrective maintenance, Dohmeyer also offer a network of partners.

3.1. Preventive maintenance

Dohmeyer requires a preventive service of the equipment according to the maintenance instructions of the user manual. All maintenance actions need to be registered in the “service book”, supplied with every new equipment. It is mandatory to keep the service book at the equipment. Feel free to contact your sales agent to obtain a customized offer for this maintenance. Lack or overdue maintenance will immediately make the warranty to become void. On request the warranty period can be extended (see the list with options).

3.2. Corrective maintenance and repair

We advise to invest in spare parts and consumables if the equipment is an important link in your production. To guarantee the shortest possible down time, it is important that the spare parts are already on site. See prices in the list of options.

KIT A : Wooden crate with selected parts and a medium chance of break down. These spare parts should allow to repair 50% of known common failures. These spare parts can be replaced very quickly with a local service engineer.

KIT B = KIT A + additional important parts with long lead time and with potential important consequences in terms machine stop and delay. These spare parts should allow to repair 90% of known common failures. This kit contains also the consumables for preventive maintenance.

3.3 Warranty duration and limitation

Dohmeyer equipment is standard covered with one (1) year of warranty on electrical and mechanical components from the date of FAT. The warranty covers only clearly demonstrable and reproducible errors due to an unexpected wear and tear, malfunction, crack as result of normal use and proper maintenance. The warranty shall not apply:

- ✓ For normal wear and tear or deterioration,
- ✓ For wear and tear on frequent moving parts such as bearings, drives, motors, valve plungers, valves (solenoid, check, globe), springs, wear strips, etc.
- ✓ For equipment subjected to improper storage, misuse, neglect or accident,
- ✓ For equipment that has not the proper preventive maintenance,
- ✓ For equipment that has not been properly installed nor commissioned,
- ✓ For modification without the written approval,
- ✓ For material that is not stored, installed, operated or maintained in accordance with the instruction manuals and/or industry practice,
- ✓ Malfunctions in mechanical or electrical components as result of imperfections in the power supply, such as peak tensions, noise and frequency imperfections and ground imperfections,
- ✓ For water, condense, smoke and fire damage,
- ✓ For problems due to incorrect or absence of lubricants and oil,
- ✓ For problems and related damage due to incorrect or incomplete programming of electronic devices (e.g. software upload in PLC),
- ✓ For parameter settings in electronically devices,
- ✓ For problems due to dirt, corrosion, filth and pollution in valves, valve seats, globe valves, filters, nozzles and etc.
- ✓ For seals, gaskets and joints,
- ✓ For repair related to the stretch of the metal belt, power transmission belts, and chains,

After replacing any defect component, during the warranty period, the warranty on this component will renew without prolonging the warranty period of the complete equipment.

The standard warranty can be extended up to two (2) years when the maintenance contract between Dohmeyer and customer is signed.

Article 4. Claims

4.1. Wear and tear of moving components

The warranty shall not apply for normal wear and tear or deterioration of frequent moving parts such as bearings, drives, motors, valve plungers, valves, springs, etc. These components are considered as consumables and need to be replaced regularly according to the intensity of usage. See user manual.

4.2. Broken and defective components

During the SAT a training has been performed to the local technical staff for first line interventions. For defect or malfunction of components, Dohmeyer will send – at own cost - a replacement component having the same or better functionality as the original. The local technical staff will install this component. The customer is responsible to send – on own cost – the defect or malfunction component back to Dohmeyer for inspection and analysis. The customer explicitly accepts the costs of the replacement component in case the analysis shows problems related to the exceptions 3.3. and in case the customer waived the return. When a machine is put into operation before a formal SAT has been performed by a Dohmeyer representative, the customer is the sole responsible for the training of the local technical staff for first line interventions. In case the customer demands a Dohmeyer service engineer to perform the replacement, the relocation costs will be invoiced.

4.3. Differing specifications

When customer waived the invitation to be present during the FAT in Mielec, the customer renounces all claims against Dohmeyer for differing specifications and differing expectations. The customer unconditionally accepts and approves the machine.

4.4. Functional problems

When a machine is put into operation before a formal SAT has been performed by a Dohmeyer representative, the customer is the sole responsible for the correct installation, commissioning, training and start-up. When a claim arises about the functionality of the machine - in order to check the proper installation of the machine and its peripheral utilities (cryogenics, electricity, exhaust,) – a paid inspection by a Dohmeyer engineer / representative is mandatory, before the claim can be accepted.

4.5. Performance related problems

Unless formally accepted in written form, Dohmeyer does not give any performance related guarantee, explicitly or implicitly, including any implicit guarantees concerning suitability or availability for a certain purpose or product. The guarantees that Dohmeyer gives in connection with the sale will not apply if Dohmeyer believes and has established that the client in whatever way has used the equipment incorrectly, has neglected to use the equipment in accordance with the industrial norms or usage, has neglected to use the equipment in accordance with any instructions of Dohmeyer or has used the equipment for an application that differs from anything that Dohmeyer has ever stated.

Article 5. Force Majeure

Dohmeyer shall not be liable to customer or related for any loss or damage suffered by Customer, the end customer of representative, directly or indirectly from any failure or delay by Dohmeyer in delivering or performing under this agreement that is caused by circumstances beyond the control of Dohmeyer, including but not limited to, fires, computer or telecommunications systems failures, floods, natural disasters strikes, slowdowns, lockouts, war, acts of terrorism, riot, civil disturbances, terrorist acts, embargo, government regulations or restrictions of any and all kinds, expropriation of plant by federal or state authority, Interruptions of or delay in transportation, material shortages, power failures, inability to obtain materials and supplies, accidents, explosions, acts of God, or other causes of like or different character beyond the control of Dohmeyer. The time for the delivery and performance by Dohmeyer shall be extended during the continuance of and for a reasonable time thereafter.

Article 6. Disclaimer

Neither party will be liable to the other for lost profits or any indirect, special, incidental or consequential damages arising out or related to this contract (including but not limited to: loss of revenue or goodwill; loss of use; damage to the equipment or other property; facilities or services; loss of, delay in or increased costs of production; business interruption; environmental damage; or loss of, or damage to inventory or products produced using the equipment or equipment being serviced, whether such lost profits or damages arise as personal injury, including death, property damages or economic or other loss and whether based on breach of warrant or contract, negligence, strict liability or any other legal theory. The liability of Dohmeyer is limited as set out in the chapter “Guarantee” and limited to the covering of the insurance policy “Civil Insurance”.

Article 7. Indemnity

The Customer / End Customer shall defend, indemnify and hold harmless Dohmeyer and/or its agent, affiliates and employees against claims or infringement of any patent or copyright or trademark arising from product and service as result of executing the requested design and technology. The Customer / End Customer agrees to indemnify and safeguard Dohmeyer., its personnel, agents and staff against all claims that Dohmeyer may have to pay or face as a result of all direct and indirect, accidental due to some actions, material and service of Dohmeyer or Dohmeyer staff. In case of indemnification, the total amount that of the indemnity is limited as set out in the chapter “Guarantee” and limited to the covering of the insurance policy “Civil Insurance”.

Article 8. Legal notice

Dohmeyer reserves the right to amend these General Terms and Conditions of Machinery. The amendment shall apply to all agreements made by Dohmeyer subsequent to the amendment of the General Terms and Conditions of Machinery

The General Terms and Conditions of Machinery of October 2018 applicable to date shall cease to be effective after these General Terms and Conditions of Machinery take effect. Any amendments made shall not apply to prior agreements unless the Client gives its consent in writing.

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