

General Inspection and Testing Conditions Magdeburger Förderanlagen und Baumaschinen GmbH

1. FAM reserve their right to nominate a representative who, on one side, shall inspect the quality of the manufacturer's/ supplier's equipment and, on the other side, the production of equipment and component parts. The manufacturer shall enable the FAM representative/ testing engineer to visit the factory during the regular working hours in order to ascertain that the production takes place in accordance with the contractual conditions, specifications, drawings, technical provisions, etc. The representative shall be able to be assured that the manufacturer executes the required inspections on materials, components and complete parts of installations according to the applicable technical provisions.
2. The manufacturer shall guarantee the FAM Supervisor or the client respectively free entry to the manufacturer's and his sub-supplier's works. Furthermore, he shall provide free of charge all equipment being necessary for the execution of the appropriate tests and the decontrol of supply.

The manufacturer shall pay the costs that accrue by executing the acceptance inspections in his factory whereas FAM shall defray the personal expenses incurring their supervisors.

3. Acceptance or provisional inspections of equipment and component parts at the manufacturer's works which require the presence of the FAM representative shall be arranged by the manufacturer in due time.

The manufacturer shall inform FAM when a part will be ready for acceptance inspection, that is a fortnight prior to the actual inspection. The exact inspection date shall be announced five days in advance.

In case the FAM representative shall announce in writing to the manufacturer that he will not be able to attend the acceptance inspection or in case the manufacturer shall receive no reaction from FAM to his invitation to the acceptance inspection, the inspection shall take place without the FAM representative.

4. After the acceptance inspection has been executed - that means irrespective of the presence of the FAM inspection engineer - the manufacturer shall immediately draw up an inspection report containing all detailed inspection results. Furthermore, the manufacturer shall confirm by means of this inspection report, that the inspected component has been produced in accordance with the technical requirements, drawings, calculations and all further contractual terms. This inspection report shall be forwarded to FAM or their representative respectively.
5. The delivery or parts of the delivery respectively having been inspected shall be forwarded by FAM only after a written decontrol has been made. In case the FAM representative has attended the appropriate acceptance inspection and provided that the inspection has been successful, the decontrol immediately shall take place after the inspection having been executed by the FAM representative. In case the FAM representative has not attended the inspection, the decontrol shall take place after a period not exceeding three days after receipt of the inspection report, faultless inspection results provided.
6. In case a defect shall occur during the inspection or it shall be stated respectively that the contractual requirements are not fulfilled, the manufacturer shall be obliged to eliminate the defects, irrespective of whether the FAM representative has attended the inspection or not. The contractually determined date of delivery shall remain untouched by that unless otherwise agreed within the contract.
7. After the defects have been eliminated, a further acceptance inspection shall take place. In case it shall be notified that the defects have not been eliminated or that new defects have occurred, a final date shall be arranged on which all defects shall have to be eliminated and the final acceptance inspection shall take place. The contractually determined date of delivery shall remain untouched by that.

In case defects shall still occur during the final acceptance inspection, FAM shall have the right to withdraw from the contract and to have the production been undertaken by a different manufacturer. The manufacturer originally been liable under the contract shall have to meet the expenses.
8. The manufacturer shall not be relieved of his responsibility for his product and the delivery according to the contractual terms and conditions by FAM releasing the drawings and specifications, by the presence of the FAM representative during the acceptance inspections and by the decontrol of the goods.