

PURCHASE ORDER TERMS AND CONDITIONS

1. **Order Acceptance:** Seller and Buyer shall be bound by the terms and conditions of this purchase order ("Order") upon the earlier of: (a) Buyer's receipt of Seller's executed acknowledgment of this Order; (b) Seller's delivery to Buyer of the goods and/or services ordered herein; or (c) Seller's commencement of work in connection with this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms proposed by Seller are hereby rejected and of no effect unless agreed to in a separate writing signed by Buyer. No contract shall exist except as herein provided. To the extent this Order is in any way deemed to be an acceptance of Seller's proposal or other offer of Seller, any such acceptance is expressly conditioned upon the consent of Seller to these terms and conditions.
2. **Changes:** Buyer may at any time request, in writing, changes in drawings, proprietary information, specifications, manufacturing data, data sheets or standards (collectively, "Specifications"), or changes in materials, packing, time and place of delivery, or method of shipment. For any change which will cause an increase or decrease in the cost or time required for Seller's performance hereunder, Buyer and Seller shall agree on an equitable adjustment and this Order shall be modified in writing accordingly. Seller shall accept any such change subject to the terms of this paragraph.
3. **Warranty:** Seller expressly warrants that all goods and/or services furnished herein (a) shall conform to the Specifications, (b) shall be new and free of all liens and encumbrances, (c) shall be free from defects in material and workmanship; (d) shall be merchantable, (e) shall be fit for the purpose for which goods or services of that kind are intended to be used by Buyer and (f) shall conform to the Multivac Machine Build Standard attached hereto as Exhibit A. No substitutions of materials or accessories may be made without written permission from Buyer.
4. **Nonconformance.** If at any time within one (1) year from date of Buyer's use or eighteen (18) months from the date of delivery, whichever occurs last, it appears that the goods or services or any part thereof do not conform to the warranties herein or to the Specifications, and if Buyer notifies Seller within a reasonable time thereafter, Seller shall promptly correct such nonconformity to the satisfaction of Buyer, at Seller's sole expense, including material, labor, and freight costs. If Seller fails to correct defects in or replace nonconforming goods or services promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the costs incurred.
5. **Pricing:** Seller warrants that the prices for the goods and/or services sold herein are not less favorable than those currently extended to other customers for the same or similar quantities as of the date of this Order. Seller warrants that prices listed in this Order are complete, and no additional charges of any type shall be added without Buyer's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, freight, and crating. In the event Buyer is required by law to pay or collect any taxes, then such amount shall be paid by Seller and listed separately on Seller's invoice to Buyer.
6. **Force Majeure:** Except as otherwise provided herein, neither Seller nor Buyer shall be considered to be in default in the performance of its obligations under this Order, to the extent and for the period

of time that performance of any such obligation is prevented, interrupted, or delayed by any act not within the reasonable control of the affected party, including without limitation acts of God and the public enemy, the elements, fire, explosion, accidents, acts of terrorism, breakdowns, labor disputes, embargoes and any other public disturbance, inability to obtain materials, supplies, permits or transportation facilities, damage to equipment or production or storage facilities, or act or omission by a third party not controlled by the party experiencing such difficulty and any laws, orders, rules, regulations, acts, restraints of any governmental authority, civil or military; provided, however if performance of any obligation by Seller is so prevented, interrupted, or delayed for a period in excess of thirty (30) days, Buyer, may, at its option, cancel this Order upon not less than three (3) days prior written notice to Seller and Buyer shall pay Seller for any conforming services properly performed or conforming goods accepted by Buyer prior to the date of such termination.

7. Termination: Buyer may terminate this Order or any part hereof, upon not less than three (3) days prior written notice to Seller, (a) for Seller's default of this Order or (b) if Buyer's ultimate customer for the goods and/or services cancels its order to Buyer for any reason. Without limitation, late deliveries, deliveries of goods and/or services which are defective or which do not conform to this Order, and Seller's failure to provide Buyer, upon request, with adequate assurance of satisfactory future performance or any other failure to comply with the terms and conditions hereof shall constitute defaults allowing Buyer to terminate this Order for cause. If termination occurs, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages or losses sustained by reason of the default which gave rise to the termination.

8. Indemnification: To the fullest extent permitted by law, Seller shall indemnify, defend, and hold harmless Buyer, its subsidiaries and affiliated corporations and related entities and all of their respective officers, directors, agents, contractors and employees and their successors and assigns (collectively, "Indemnitees") from and against all claims, suits, actions, losses, damages, obligations, liabilities, and expenses (including, without limitation, attorney's fees, costs and expenses) (collectively, "Claims"), including Claims for death, injury to persons, or damage to property or any other Claims in each case resulting from, arising out of, or in any way connected with (a) the goods and/or services purchased herein, (b) any negligence, act, omission or willful misconduct of the Seller, its agents, employees and subcontractors or (c) the performance of this Order by Seller or the breach of any representation, warranty or obligations contained herein by the Seller, its agents, employees or subcontractors. This indemnification shall survive any termination or completion of this Order.

9. Confidential Information: All Specifications transmitted to Seller are the property of Buyer or Buyer's customer. Specifications shall be solely for the purpose of Seller's performance of this Order and on the express condition that neither the Specifications nor the information contained therein shall be disclosed to any third party nor used for any purpose other than in connection with this Order without the prior written consent of Buyer, which may be withheld in Buyer's sole and absolute discretion. Such Specifications are to be returned to Buyer promptly upon written request thereof or upon any termination or completion of this Order. Unless expressly agreed to in writing by Buyer, no information or knowledge disclosed to Buyer, in the performance of or in connection with this Order, shall be deemed to be confidential or proprietary, and any such information or knowledge shall be free from any restrictions as part of the consideration for this Order. Seller shall indemnify, defend and

hold harmless Indemnitees for any violation of the terms of this paragraph. The obligations of this paragraph shall survive any termination or completion of this Order.

10. Public Releases: No news release, advertisement, public announcement, denial or confirmation of same, of any kind regarding any part of the subject matter of this Order shall be made without the prior written consent of Buyer, which may be withheld in Buyer's sole and absolute discretion.

11. Patents and Other Infringements: Seller shall indemnify, defend and hold harmless Buyer, its Indemnitees, customers and users of Seller's goods from and against any and all Claims resulting from any actual or alleged infringement of any copyright, trademark, trade secret, United States or foreign letters of patent, or other intellectual property rights resulting from or arising in connection with any goods sold and/or supplied to Buyer under this Order, and Seller shall, when notified, defend any Claims of such infringement at its sole cost and expense. This indemnity shall survive any termination or completion of this Order.

12. Insurance: Seller and its agents, contractors and employees shall perform all services required hereunder as an independent contractor and not as an employee of Buyer. Seller shall maintain all necessary insurance required by Buyer for any services or work performed on Buyer's property, (including, without limitation, commercial general liability of at least *Two Million Dollars* (\$2,000,000), automobile liability of at least *Two Million Dollars* (\$2,000,000) and workers' compensation coverage as required by law) with carriers having deductibles and containing waivers of subrogation in favor of Buyer, and Seller shall furnish to Buyer certificates (including renewal certificates) evidencing that each such policy of insurance is in full force and will not be canceled without ten (10) days prior written notice to Buyer. The certificates shall also list Buyer as an additional named insured and loss payee.

13. Inspection/Testing: All goods ordered herein shall be subject to inspection and testing by Buyer at all reasonable times and places, prior to acceptance. Seller shall permit access to its facilities at all reasonable times for inspection of goods by Buyer and will provide all tools, facilities, and assistance necessary at no additional cost to Buyer. It is expressly agreed that inspections and/or payments prior to delivery shall not constitute final acceptance and that all goods shall be subject to final inspection after delivery to Buyer. If the goods delivered do not meet the requirements of this Order or the Specifications, Buyer shall have the right to reject them as nonconforming goods. Goods delivered and rejected in whole or in part may, at Buyer's option, be returned to Seller for full reimbursement, credit or replacement or may be held for disposition at Seller's expense and risk. Notwithstanding the foregoing, nothing herein shall require Buyer to perform an inspection of the goods supplied by Seller.

14. Invoices: Invoices shall be submitted in duplicate immediately upon shipment of goods or performance of services. Unless otherwise specified in this Order, payment terms shall be net sixty (60) days from the date of Buyer's receipt of Seller's invoice. All invoices must show Buyer's Order number and contact name.

15. Delivery: Time is of the essence; and if delivery of goods or rendering of services is not completed by the time promised, Buyer reserves the right, without liability, in addition to its other rights and remedies, to terminate this Order by notice effective when received by Seller as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and

charge Seller for any loss incurred.

16. **Risk of Loss:** Seller shall bear all risk of loss, damage, spoilage and deterioration, and all other risks of all goods covered by this Order until conforming goods have been received and accepted by the Buyer at Buyer's designated location. Unless otherwise specified on the face hereof, shipment terms are DDP Final Destination (INCOTERMS 2010).

17. **Entire Agreement:** This Order and any Specifications or other Purchase Order Documents referred to herein, constitute the entire agreement between the parties and supercedes all prior agreements (verbal or written) concerning the goods and/or services covered by this Order. This Order may not be amended or modified except in writing signed by authorized representatives of the Buyer and Seller.

18. **Waiver:** Buyer's failure to insist on strict performance of all of the terms and conditions herein or to exercise any right or privilege or Buyer's waiver of any breach herein shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

19. **Government Regulation/Compliance With Laws:** Seller shall comply with all applicable state, federal, local and other applicable laws, rules, and regulations, including those pertaining to packaging, food, handling, labeling, product safety or shipping of any goods and, in general, the performance of the Seller covered hereby.

20. **Limitation on Buyer's Liability:** **IN NO EVENT SHALL BUYER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, BUSINESS INTERRUPTION, AND LOSS OF USE, REPUTATION AND DATA. BUYER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS ORDER OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR SERVICES OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM.** Any action resulting from any breach on the part of Buyer as to the goods and/or services delivered herein must be commenced no later than one (1) year after Seller had actual or constructive knowledge of Buyer's breach.

21. **Governing Law:** The rights of the parties hereof shall be construed under and governed by the substantive laws of the state of Missouri. The Buyer and Seller acknowledge that any claim, dispute or controversy involving this Order shall be brought in the appropriate state court in Platte County, Missouri, USA or the United States District Court for the Western District, Western Division of Missouri, at Buyer's election, and the Buyer and Seller each hereby waive their right to object to such forum on the basis that it constitutes an inconvenient forum or that such courts lack in personam jurisdiction.

22. **Assignment:** Seller shall not assign or otherwise transfer any of its rights or duties or delegate its obligations under this Order without the prior written consent of Buyer.



23. **Severability:** If any provision of this Order is held to be unenforceable, invalid or void, such provision shall be inoperative only to the extent necessary to comply with applicable law and shall be severed from and not impair the effect of the remainder of this Order or any other application hereof.

24. **Successors:** This Order is binding on the successors and permitted assigns of the parties hereto.

25. **Set-off:** Buyer shall be entitled to set-off any amounts owing by the Buyer hereunder against amounts owing to either the Seller or its affiliates.



EXHIBIT A
MACHINE BUILD STANDARD

DOCUMENT NO.	17000620228	REVISION LEVEL	-
CREATION DATE	May 10, 2017	REVISION DATE	-
CREATED BY	Uebele - Oberly	REVISED BY	-

Multivac Machine Electrical Conformity Requirements

1 Purpose:

- 1.1 The purpose of this document is to establish a minimum acceptable standard for Multivac machine suppliers.
- 1.2 All custom equipment shall comply with Multivac Safety Conformity Requirement Document 17000620226.
- 1.3 Equipment with customized electrical systems shall comply with this document.
- 1.4 Equipment for use with food shall comply with Multivac Machine Hygienic Conformity Requirement Document 17000620227.

2 Compliance:

- 2.1 All exceptions to the following shall be provided in writing. The exceptions list shall be provided with the quote.
- 2.2 Failure to provide an exceptions list with the quote assumes the vendor agrees to complete compliance with this document.
- 2.3 Failure to comply with the requirements within this document will result in field corrections performed by the vendor or return of the machine at the supplier's expense.

3 Definition of Terms:

- 3.1 May: ANSI Z535.4-2007: 4.5.1: "This word is understood to be permissive."
- 3.2 Shall: ANSI Z535.4-2007: 4.5.2: "This word is understood to be mandatory."
- 3.3 Should: ANSI Z535.4-2007: 4.5.3: "This word is understood to be advisory."

4 Wiring Methods

- 4.1 All wires shall be terminated on terminal blocks or directly on the device. Butt splices, wire nuts or other splicing methods shall not be used.
- 4.2 All motor terminations shall be wired to mechanical terminations. Wire nuts shall not be allowed in motor junction boxes.
- 4.3 All wires shall be labeled at both ends. The wire numbers shall match the numbering on the electrical drawings.
- 4.4 All cables shall be labeled. The cable numbers shall match the numbering on the electrical drawings. If the cable leaves the panel the cable shall be also labelled near the bulkhead fitting on the inside of the panel.
- 4.5 All analog, RTD, encoder, and other low voltage cables shall be shielded and separated from high voltage wires/cabling.
- 4.6 Wire gauge for power and control shall follow UL 508a and National Electrical Code.
- 4.7 Wire color for power and control shall follow UL 508a.
- 4.8 Wire/cable type for power and control shall follow UL 508a and National Electrical Code.
- 4.9 Wire bending radius shall follow UL508a Table 25.1.
- 4.10 Cable routing beneath product areas shall be easily cleanable.

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5 Cord Connected Machinery

- 5.1 Machine shall be designed so that the cables and connectors are not on the floor during operation.
- 5.2 Machinery on casters shall have cables long enough to safely move the Machine to a secondary use area without damaging connectors or conductors.
- 5.3 Machinery designed for removal from the line shall use quick disconnect plugs on all cables.
- 5.4 Quick disconnect plugs shall have covers for protection when the plugs are disconnected.

6 Panel Construction

- 6.1 Control panels shall be built to UL 508a, NEC (NFPA 70) and NFPA 79. Current revisions shall be used.
- 6.2 Enclosures shall be stainless steel NEMA / Type 4X. Use of other environmental ratings or materials requires prior written approval.
- 6.3 All panel penetrations shall be closed with NEMA / Type 4X devices/conduit fittings.
- 6.4 Panel penetrations shall not be on the top of the cabinet without written approval.
- 6.5 All components that have displays or status LED shall face out so the status can be easily seen.
- 6.6 Manufacturer's guidelines for distance, spacing, and mounting shall be followed.
- 6.7 All circuit breakers shall be UL 489 listed. Supplemental protectors (UL 1077) are not allowed.
- 6.8 All fuse blocks shall have blown fuse indication.
- 6.9 Vortex coolers only allowed with written approval.
- 6.10 Appropriate Safety labels are required. Safety labels shall conform to ANSI Z535.4 and appropriate to the environment. (e.g., Arc Flash and Voltage).
- 6.11 Name plate of the machine shall include the information required in NEC 409.110 and UL 508a section 52 (which includes the Short Circuit Current Rating) and appropriate to the environment.

7 Control System

- 7.1 PLCs shall be CompactLogix, ControlLogix, or GuardLogix (e.g., programming via Studio 5000 or RSLogix 5000). All other controllers require written approval.
- 7.2 HMIs shall be PanelView Plus 6 or PanelView Plus 7 terminals. Size of terminal shall be 600 or larger. All other HMIs require written approval.
- 7.3 PLCs shall have Ethernet communications capabilities.
- 7.4 Ethernet switches shall contain at least one free port intended for programming.
- 7.5 Use of DeviceNet communications is forbidden.
- 7.6 All field mounted induction motors shall be provided with a disconnect switch. The disconnect switch shall have an auxiliary contact that is individually wired to an input in the control system.
- 7.7 All machinery with Servo motors shall have an HMI.

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- 7.8 All Variable Frequency Drives (VFDs) shall be provided with a HIM (human interface module) for programming of the drive.
- 7.9 All sensors shall be mounted per manufacturer's instructions.
- 7.10 All sensors shall be IP69K. Use of non-IP69K sensors requires prior written approval.
- 7.11 All reflectors shall be rated for wash-down use.
- 7.12 All IP69K sensors shall use IP69K rated cables. Use of non-IP69K sensor cables requires prior written approval.

8 Programming

- 8.1 All servos shall have programming to annunciate a fault when a motion instruction has an error.
- 8.2 If the machine is equipped with an HMI all faults shall be displayed on the HMI.
- 8.3 When communicating between two Rockwell controllers Produced/Consumed tags shall be used. Hardwired communications shall only be used when absolutely required (e.g., encoder signals).
- 8.4 Produced/Consumed tags shall use a User Defined Data Type (UDT) that contains the Connection Status data type. A fault shall be displayed if communications is interrupted.

9 Approvals & Testing

- 9.1 Electrical drawings shall be approved before construction begins.
- 9.2 Machine operation shall be tested before shipment.
- 9.3 Commented source code (HMI and PLC) shall be supplied to Multivac prior to shipment.
- 9.4 Parameter files or parameter lists for all devices shall be supplied to Multivac prior to shipment.
- 9.5 Electrical drawings shall be updated with changes from installation or retrofits promptly after the change was made.
- 9.6 User manuals shall be provided prior to shipment.
- 9.7 Control panels shall be listed by an NRTL to UL 508A.
- 9.8 If UL 508A is not the applicable standard, machinery shall be designed to an appropriate consensus standard. The standard used shall be stated in the quotation.

10 Resources

- 10.1 Programming shall be performed by staff engineers. Outsourced programming is only allowed with prior written approval.

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Multivac Machine Hygienic Conformity Requirements

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4 Hygiene:

- 4.1 General food applications require higher levels of hygienic design due to their proximity to food and the sanitation regimen typically found in the industry in which it will be used. Examples of hygienic design standards to include but not limited to:
 - General food applications materials: NSF/ANSI 51.
 - General food applications design: NSF/ANSI/3-A SSI 14159-1 – 2014.
 - General food applications design: "USDA guidelines for the evaluation and certification of the sanitary design and fabrication of meat and poultry processing equipment."
- 4.2 For dairy food applications the vendor should offer an alternative design such as Dairy 3-A. Examples of dairy hygienic design standards to include but not limited to:
 - Dairy application design: "USDA guidelines for the evaluation and certification of the sanitary design and fabrication of dairy processing equipment".
 - Dairy application design: Wisconsin Department of Agriculture Trade and Consumer Production Division of Food Safety. "Guidelines for the design and construction of dairy processing equipment."
 - Dairy application design: Dairy 3-A 88-00. "Sanitary standard for machine leveling feet and supports".



BETTER PACKAGING

DOCUMENT NO.	17000620227	REVISION LEVEL	-
CREATION DATE	May 10, 2017	REVISION DATE	-
CREATED BY	Uebele - Oberly	REVISED BY	-

- Dairy application design: Dairy 3-A 604-05. "Accepted practices for supplying air under pressure in contact with milk, milk products and product contact surfaces".
- Dairy application design: Dairy 3-A 23-06. "Sanitary standards for equipment for packaging viscous products".
- Dairy application design: Dairy 3-A 27-06. "Sanitary standards for equipment for packaging dry milk and dry milk products".

DOCUMENT NO.	17000620226	REVISION LEVEL	b
CREATION DATE	May 10, 2017	REVISION DATE	July 25 2017
CREATED BY	Uebele - Oberly	REVISED BY	Uebele

Multivac Machine Safety Conformity Requirements

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4 Documentation:

- 4.1 Technical documentation shall conform to NFPA 79 2015 Chapter 17.
- 4.2 The user manual shall be provided to Multivac in an electronic form at or before the time of delivery.
- 4.3 The user manual shall be provided in PDF format.
- 4.4 The user manual shall include a parts list which includes a list of parts considered to be wear items.
- 4.5 The user manual shall include proper cleaning instructions if the equipment is to be operating in a wash down food environment. (See 17000620227)
- 4.6 The user manual shall identify all the hazards which are present on the machine and the protective measures designed to protect users against said hazards.
- 4.7 Final assembly drawings shall be provided in 2D CAD DXF format.
- 4.8 Electrical schematics shall be provided in PDF format.
- 4.9 Documentation (*reference above: 4.3, 4.5, 4.6*) shall be emailed to Engineering@Multivac.com and shall include the customer name and PO number in the subject line of the email as a reference.
- 4.10 Documentation related email shall contain only one PO number per email.
- 4.11 Manufactured assemblies shall be permanently labeled with supplier's company name and contact information. This marking shall be durable for its intended environment and comply with hygienic requirements

DOCUMENT NO.	17000620226	REVISION LEVEL	b
CREATION DATE	May 10, 2017	REVISION DATE	July 25 2017
CREATED BY	Uebele - Oberly	REVISED BY	Uebele

5 Safety:

- 5.1 Vendor shall certify that the machine completed a risk assessment performed in accordance to a published ISO or ANSI standard. Example of an accepted risk assessment includes but is not limited to:
- ANSI/PMMI B155.1.
- 5.2 Vendor shall certify that their machine complies with an industry recognized safety standard for protection against all hazards the machine generates by itself or when combined with another machine to which it is coupled to. This standard shall initially be agreed upon with Multivac and subsequently specified in each proposal. Examples of accepted safety standards to include but not limited to:
- Opening size versus distance to hazard: OSHA 29 CFR 1910.217, DIN EN ISO 13857, EN 349.
 - Force table: EN 415-10:2014 Table B.1
 - Performance criteria for safeguarding: ANSI B11.19-2010.
 - Laser safety: ANSI Z136.1, IEC/EN 60825-1, IEC60825-4
- 5.3 Vendor shall place product safety signs and warning labels on their machine which conform to ANSI Z535.4-2011.
- 5.4 Vendor shall place product safety information in product manuals which conform to ANSI Z535.6-2011.

6 Electrical Safety Systems

- 6.1 Safety systems shall be designed to ISO 13849-1: 2015.
- 6.2 All safety systems shall have at least a Cat 3/PL d safety rating.
- 6.3 All safety devices shall be installed as per the manufacturer's instructions.
- 6.4 All Emergency Stops shall be dual channel.
- 6.5 All Emergency Stops shall comply with NFPA 79 section 9.2.5.4 and 10.7.
- 6.6 All stop buttons shall comply with NFPA 79 10.7.1.

7 Approvals

- 7.1 For control systems which are custom built to the application the electrical schematics shall be approved by Multivac prior to construction.
- 7.2 Mechanical design reviews shall take place prior to construction.