Regulation on Interim Storage of Packaged Machine Tools

1. Purpose and Scope

This regulation governs the interim storage, handling, and inspection of the delivered machines and components. It forms an integral part of the supply contract and applies to the Buyer, Operator, Warehouse Keeper, as well as their agents and subcontractors (e.g., freight forwarders, port warehouses). In the event of any conflict, the provisions of this regulation shall prevail over any general storage or handling instructions of the Buyer.

2. Protective Notes

The packaging and preservation are designed for standard transportation and proper interim storage; the standard protection period is up to 12 months from the date of final preservation as indicated on the packaging, provided that this regulation is complied with. This specification does not constitute a warranty of quality or durability.

3. Requirements for Proper and Professional Storage

The Buyer is responsible for proper storage from the time of transfer of risk. The Buyer shall timely notify the Seller of the final destination (e.g., destination plant or warehouse). This information must be provided to the Seller prior to final booking of ocean transport in order to allow proper logistics planning and coordination of potential storage capacities.

The machine shipment(s) must be stored immediately upon arrival at the destination (plant premises) in an enclosed, clean, dry, and protected environment. Alternatively, storage may take place in a suitable interim storage facility (e.g., seaport warehouse or freight forwarder depot). Mechanical damage caused by impact, pressure, or vibration must be avoided at all times.

All crates shall preferably be stored in climate-controlled rooms (at average temperature), but at a minimum in enclosed storage facilities under normal environmental conditions appropriate to the sensitivity of the equipment (see Section 5). Temperature and humidity fluctuations shall be minimized to prevent condensation.

Stacking of wooden crates or stacking of different materials on top of each other is not permitted. The same applies, as a general rule, to loading/storage of crates aboard transport vessels.

The crates are marked with international symbols and labels indicating lifting points, center of gravity, permissible handling positions, as well as instructions for dry storage and protection against moisture.

Handling shall strictly comply with the markings (lifting points, center of gravity, handling symbols). Any deviation shall be deemed improper handling. Opening of transport packaging, preservation covers, or foil seals is prohibited unless prior written approval from the Supplier has been obtained.

Crates/cartons containing consumables such as initial fill materials (if included in the scope of supply) must be stored properly. Storage periods for certain materials (e.g., oils, greases, sealing materials, grinding wheels, V-belts, rubber seals, etc.) are limited in accordance with the manufacturer’s specifications.

4. Storage Conditions

4.1 Type of Storage

- Under roof / in enclosed space

4.2 Storage Area

- Load-bearing, level surface
- No risk from forklift traffic or other machinery
- Sufficient clearance from walls and other stored goods (e.g., min. 0.5 m)

4.3 Environment

- Dry, clean, vibration-free, protected from precipitation and weather influences
- No direct sunlight
- Temperature range: stable between +5 °C and +35 °C
- Relative humidity: <50%
- No aggressive atmosphere (e.g., saline air, chemical vapors, dust)

5. Inspection and Maintenance During Storage

The warehouse keeper shall perform and document a visual inspection of the packaging and storage conditions (temperature, humidity, damage, moisture, signs of corrosion) at least once per month. Records shall be retained and made available to the Supplier upon request.

Any deviations or damages identified shall be reported to the Supplier in writing within 48 hours of detection. If no such notification is made, it shall be presumed that any subsequently detected damage typically resulting from storage or handling (in particular corrosion, moisture damage, contamination, packaging and transport damage) occurred after this point in time.

6. Storage Duration

- Short-term storage: up to 3 months – standard measures sufficient
- Medium-term storage: 3–12 months – increased monitoring and, if necessary, technical measures
- Long-term storage: >12 months – only with manufacturer approval and additional preservation concept

If storage conditions or inspection intervals are not complied with and this results in a delay of installation, commissioning, or other project milestones, the corresponding period shall be deemed downtime outside the Supplier's responsibility. Contractual deadlines for commissioning or acceptance shall be extended accordingly.

If delivery, installation, or acceptance dates are delayed due to improper storage or circumstances beyond the Supplier's control, the respective payment milestones shall nevertheless become due once the Supplier has duly performed its contractual obligations and made the goods available.

Any additional costs resulting from extended storage, repackaging, or re-preservation shall be borne by the warehouse keeper. Periods during which the prescribed storage conditions cannot be demonstrably proven to have been complied with shall be deemed improper storage.

If commissioning takes place after a storage period exceeding 12 months, a chargeable inspection and release by the Supplier shall be required prior to commissioning. Without such release, no warranty claims shall exist for defects or damages that would have been detectable during such inspection or avoidable by recommended measures. The commencement of any warranty period requires compliance with this regulation.

7. Special Notes

Packaging may only be opened with the prior written consent of the Supplier, unless mandatory legal provisions or official orders require opening.

Prior to onward transport: verification of transport suitability must be carried out. Failure to perform or delayed inspections, as well as unreported damages, indicate that identified defects arose after transfer of risk due to improper storage.

8. Storage and Preservation Measures

If crates/cases and/or inner foil sealing are fully or partially opened (e.g., due to customs clearance procedures or an OPI pursuant to Section 9), it must be ensured that proper repackaging is carried out by a company specialized in long-term packaging (adequate preservation, silica gel desiccants, renewal of foil welding, vacuum shrink preservation, renewal and sealing of outer packaging, etc.).

9. Open Package Inspection (OPI)

OPI is a controlled and risk-inherent measure involving the opening of packaging for the purpose of inspecting the condition of machine parts. Due to associated risks (e.g., corrosion, contamination, mechanical damage), an OPI may only be carried out following prior evaluation and approval by the manufacturer or if there is a justified technical, quality-related, or logistical reason and no alternative inspection method without opening is available.

OPI shall only be performed in the presence of qualified personnel of the manufacturer.

The Operator or warehouse responsible party shall ensure appropriate environmental conditions and protection of the machine parts during the OPI. Any deviations from the target condition shall be documented and reported to the manufacturer without delay.

Upon completion of the OPI, the packaging shall be restored immediately by a company specialized in long-term packaging to ensure the defined level of protection (in particular with regard to corrosion and climate protection). Execution, results, and any measures taken shall be documented in a traceable manner.

If packaging is opened in violation of this regulation or without the presence or approval of the Supplier, any resulting damage shall not be considered a defect of the delivery. Opening for defect investigation without prior coordination with the Supplier shall not be deemed a proper inspection of defects.

10. Legal Consequences of Non-Compliance

The obligations set forth in this regulation constitute essential duties of cooperation and protection of the Buyer. If the Buyer breaches this regulation and such breach is at least partially causal for damage or defects, warranty and liability claims shall be excluded to that extent.

In such cases, it shall be presumed that any identified damage or defect is attributable to non-compliance with this regulation, unless the Buyer proves otherwise.

Costs for inspections, cleaning, re-preservation, replacement of affected parts, and additional assembly or service activities shall be borne by the Buyer.