



Mobile Canning Service Agreement

Find the latest version of this service agreement always online at www.lab63.ch.

Invariably valid for every client relationship with LAB63 GmbH, based in Zurich.

Please contact info@lab63.ch for service agreement in German or French language.

- hereinafter referred to as "Client"

and

LAB63 GmbH
Dorfstrasse 63
8037 Zürich

hereinafter referred to as "Vendor"

both, declare the following:

1. The client agrees to buy from the vendor the service of filling a beverage which is determined by the client, into aluminium beverage cans. The beverage can is subsequently sealed. Additionally, the imprinting of the beverage can with a respective best before date, as well as the labelling of the filled beverage can, with labels provided by the client, is included in the purchased service. In the following agreement, these processes and services are consolidated to the term «mobile canning services». The labelling, however, is optional (see 5).
2. If not declared differently, this mobile canning service refers to a one (1) day activity, carried out in the premises of the client.
3. The "minimum requirements" (annex) for labels, site, and product, are part of this general agreement and are therefore accepted by the client from the moment of expressing its interest of working with LAB63 GmbH as client.
4. Not included in the mobile canning services are the actual beverage cans, the respective lids as well as further packaging materials and possible labels. The client takes note, that mentioned packaging material can be sourced from the vendor. The sourcing of these materials through the vendor does, however, not represent an implicit duty to the client.
5. The subsequent labelling of the filled and sealed beverage can, will be carried out by the vendor, unless the client does not request other. Subsequent labelling may happen if the labels are meeting the minimal requirements published by the vendor and if the labels are physically available on the day and site of service. If the labels are not present on the day of service and due to this reason, the client decides to not continue with the operation, this will be charged as an unsuccessful attempt (see 11).
 - 5.1 The quality of the labels, their conformity, the correctness of the transported information and data on the labels as well as all disadvantages or deficiencies connected to the labels are the client's duty only.



6. The daily maximum volumes are 4'000 Litres or 40hl if not stated differently. Travel expenses including cost for board and lodging can be partly put down to the client's account according to required volumes and travel distance. Travel expenses will be quoted beforehand to the client.
7. The price for the agreed mobile canning service is set as a flat fee per "ready-to-sell can" and is including labelling and date coding, yet net of value-added tax (VAT).
8. Any offered packaging material by the vendor is optional and therefore quoted separately.
9. The vendor only invoices the perfectly produced and ready-to-sell cans, and actual used packaging materials, according to the volume requested by the client in the latest quote. General deviations from the planned to the actual can volume of more than -20% (minus twenty per cent) will be charged with a flat fee of CHF 300.-.
10. The final invoice (including VAT) according to actual production is sent to the client within the upcoming workdays, payable within 30 days from the day of service. For new clients, pre-payment can be requested. Furthermore, the vendor will provide a detailed quality report evaluating on the respective run.
11. The client can cancel any agreed canning session, free of additional fee, up to 11:00 AM on the workday preceding the said canning session. However, any pre-booked overnight stay will be requested to compensate. For cancelations with shorter notice but still made on the workday preceding the planned canning session, a flat fee of CHF 500.- plus cost of any pre-booked overnight stay applies. For cancelations on the day of canning or for any undertaken journey (once we started our trip to the client), which does not lead to canning at all (unsuccessful attempt) a flat fee of CHF 1'000.- plus cost of travel expenses and any pre-booked overnight stay applies.
12. The client provides at least one person for the time when the actual canning is taken place as a supporting hand. This person's main duty is the packaging of the finished products exiting the canning line.
13. The client is responsible to supply carbon dioxide (CO²), fresh water and electrical power according to the vendor's needs. These needs are lined out in detail separately. Please see "minimal requirements"-file on www.lab63.ch or contact the vendor for detailed information.
14. The vendor guarantees a storage life of at least six months. The client acknowledges any product degeneration or product loss during this period can be either caused due to filling or due to production itself. If the loss cannot be allocated correctly, the financial damage may be split even between client and vendor. A final product price of CHF 2.00.- per litre of product, as well as CHF 0.20 cost of material per single can is agreed in this case, if not stated differently.



15. The client and the vendor, both calculate with a 5% product loss from the originally planned total volumes to fill. This agreed loss will not be compensated. In case the product loss may exceed the agreed 5%, the following formula applies to determine the volume subject to compensations:

(Total occurred loss from actual product volume – 5% of total planned volume) / 2 =
Number of litres which are subject to compensations by the vendor to the client.

A final product price of CHF 2.00.- per litre is agreed, if not stated differently. Any compensation will be deducted from the final invoice.

16. The 5% loss margin starts from product volume of 1000 litres per product tank. The parties agree on a general loss of 50 litres per product tank.
17. The best before date, chosen by the client can be more than six months from the date of filling. Every best before date exceeding the guaranteed 6 months is in sole responsibility and discretion to the client.
18. Apart from the possible financial requests differentiated under figure 14 and 15, the client cannot plea the vendor for other losses, potential profits or similar of any kind.
19. The vendor has fully insured all his carried assets and equipment and will not state any claims against the client if no wilful damage or loss occurred.
20. The client is in full awareness, that mobile canning services are normally carried out within his own facilities. During this time of service, the client must guarantee the safety for the vendor's employees. The client confirms to have fully insured his own assets, equipment, and machinery. In case of no wilful damage, loss or similar, the client agrees to not claim the vendor or its employees for any damage occurred.
21. In case the client is not capable to provide his duties according to his responsibilities set in this general agreement, the vendor is instantly liberated from his own duties and responsibilities. This applies also in case the failure of performance by the client is only identified after the vendor's arrival at the point of service (unsuccessful attempt). E.g., after measuring the products quality at the product tank. In this case, figure 11 applies.
22. After the vendor has measured and ascertained the quality of the product in the product tank, the client must make the final decision whether the product is canned or not. If a product is not canned due to quality issues (unsuccessful attempt, see 11), the client is not entitled to receive the agreed service for this respective volume and agreed conditions on another day. However, LAB63 GmbH will always endeavour to find a solution that meets the needs and wishes of the client.



- 23. Any new agreed canning day gets a respective new quote according to the respectively planned volume.
- 24. Furthermore, the Swiss Code of Obligations is imperatively valid. The City of Zurich holds as Court of jurisdiction and legal venue in any case.

Place, Date : _____

Signature Client

Signature Vendor/ LAB63 GmbH
