

General Logistics Requirements of Albert Kerbl GmbH

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1 General

Provided that Kerbl is authorised to refuse acceptance of delivery according to the following rules, this means that in the event of refusal of acceptance, the supplier is obligated to re-deliver to Kerbl in compliance with the violated rule. In case of contradictions between the German version of the General Logistics Requirements and a version in another language, the German version shall take priority in case of doubt.

2 Packing instructions

2.1 Pack units and dimensions of pack units

Kerbl shall agree upon pack units and dimensions of pack units in writing with the Supplier and these must be complied with. Changes to pack units and/or dimensions of pack units shall only be permitted following Kerbl's written confirmation.

Failure to comply with agreed pack units and/or associated dimensions shall entitle Kerbl to refuse to accept the delivery.

2.2 Small packaging and labelling

Any goods that can be packaged in small boxes must be packaged in commercially available, stable, small cardboard boxes that are suitable for stacking on Euro pallets and which have a maximum weight of 15 kg per box. The cardboard boxes must be tightly sealed.

If a consignment consists of several boxes, all packages must be labelled with a consecutive number and the total number of boxes (e.g. "box 1 of 3").

When delivering single packs, the names of the recipient and the sender must be clearly recognisable on the outside of the packaging.

Each box must be labelled with clearly specified contents. As a rule, they must be marked with a Kerbl box label.

Unless otherwise agreed on an individual basis (e.g. customer-specific packs), the following information must be included on the box label:

- Kerbl item number
- indication of quantity (in line with Kerbl's specifications - see sample labels)
- Kerbl order number
- Batch number (for certified goods)
- Use-by date (on goods with an expiry date)
- Box barcode

The box barcode may only be identical to the item barcode if there is one item per box.

Samples of box labels are agreed in writing between the responsible person at Kerbl and the Supplier.

Other containers (e.g. bags) are also marked similarly to boxes. The provisions for affixing labels, etc. are the same.

Failure to comply with the agreed package labelling shall entitle Kerbl to refuse to accept the delivery. Alternatively, Kerbl shall reserve the right to correctly label any containers that are incorrectly labelled and to invoice the Supplier for the costs incurred with a flat rate of €10 net per label plus statutory VAT.

In the case that higher costs than the aforementioned flat rates are incurred by Kerbl for the required improvement work. Kerbl is authorised to receive reimbursement from the Supplier for the documented higher costs. Accordingly,

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the Supplier is permitted to provide evidence that Kerbl incurred lower costs than the aforementioned flat rate costs. In this case, the Supplier shall merely reimburse Kerbl the proven lower costs instead of the flat rate amount.

2.3 Pallet deliveries and labelling

Flat euro pallets shall only be exchanged on receipt of the goods if they are in perfect condition.

If flat euro pallets are not exchanged at the express request of the forwarding agent, they shall be considered disposable pallets.

Disposable pallets (including if they have been mounted on Euro pallets), wire boxes or other load carriers shall only be accepted if this has been expressly agreed in writing between the Supplier and Kerbl.

Euro pallets or other load carriers are always exchanged immediately upon delivery in a 1:1 ratio (load carrier exchanged for load carrier). Any agreements deviating from this require Kerbl's written consent.

Pallets may only be stacked if it is guaranteed that the goods to be delivered and their packaging will not be damaged.

Pallets are marked with two pallet labels, each placed half way up the pallet, located centrally on the narrow side of the pallet.

Only the following information must feature on the pallet label:

- Kerbl item number
- indication of quantity (in line with Kerbl's specifications - see sample labels)
- Kerbl order number
- Batch number (for certified goods)
- Use-by date (on goods with an expiry date)

Samples of pallet labels are agreed in writing between the responsible person at Kerbl and the Supplier.

Failure to comply with the agreed pallet labelling shall entitle Kerbl to refuse to accept the delivery. Alternatively, Kerbl reserves the right to correctly label pallets that are incorrectly labelled and to invoice the Supplier for the costs incurred with a flat rate of €10 net per label plus statutory VAT.

In the case that higher costs than the aforementioned flat rates are incurred by Kerbl for the required improvement work. Kerbl is authorised to receive reimbursement from the Supplier for the documented higher costs. Accordingly, the Supplier is permitted to provide evidence that Kerbl incurred lower costs than the aforementioned flat rate costs. In this case, the Supplier shall merely reimburse Kerbl the proven lower costs instead of the flat rate amount.

2.4 Neutral packaging

All labels or markings on packaging (including adhesive tape) must be completely neutral, i.e. without any reference to the Supplier or its sub-suppliers and/or manufacturer. Any regulations deviating from this require Kerbl's written consent.

2.5 Other packaging guidelines

Boxes must be packed together on the pallet. Boxes belonging to one delivery note item may not be distributed across several pallets unless the total quantity of an item does not all fit on one pallet.

Mixed pallets must be packed so that all items of the mixed pallet can be accessed without disassembling the pallet.

Adequate and transportable packaging appropriate to the goods must be selected for all modes of shipment. Transport damage that is not recognised by insurers because of inadequate packaging shall be borne by the Supplier.

All internationally and nationally applicable laws, regulations, rules and guidelines in the transport industry and the resulting obligations must always be observed and complied with by the Supplier as the dispatcher and by the service providers used. This applies, in particular, to the transport safety and delivery of dangerous goods shipments. In the event of non-compliance, Kerbl shall reserve the right to refuse acceptance of the goods.

2.6 Delivery note and packing list

Unless otherwise agreed on an individual basis, each consignment must be accompanied by an original delivery note. Exceptions to this include direct deliveries from the Supplier to Kerbl's customers, for which only a delivery note from Kerbl may be enclosed.

The delivery note must be attached by means of a clearly visible delivery note pouch attached to the front of the package.

If a consignment consists of several packages, the package containing the delivery note must be clearly marked.

Delivery notes must not be attached to the freight documents under any circumstances.

The delivery note must fully reflect the Kerbl order number and the Kerbl delivery address.

The delivery note must also contain the following information for each item:

- Kerbl item number(s)
- Kerbl item description(s) in line with Kerbl's purchase order text
- Quantity/quantities
- Batch number (for certified goods)
- Use-by date (on goods with an expiry date)

Invoices must not be sent with the goods under any circumstances.

3 Transport regulations

3.1 General

Increased transport costs for an accelerated shipment method e.g. by air freight, express rail, express parcels, courier services, etc. shall only be accepted by Kerbl if such an accelerated shipment method is expressly stipulated by Kerbl.

Return deliveries which are to be collected on behalf of the Supplier and have not been collected within one working week, shall be returned by Kerbl to the Supplier, carriage forward.

Shipments to Kerbl may generally not be sent cash on delivery.

All additional costs arising from non-compliance with this transport regulation shall be borne by the Supplier.

3.2 Organisation of transport by the Supplier

The dispatch of goods to Kerbl may only be carried out by a forwarding agent agreed between Kerbl and the Supplier.

The Supplier shall notify Kerbl of the delivery of consignments with a total weight of more than 1,000 kg and/or of a shipment of at least five flat euro pallets (or other agreed load carriers) at least two working days prior to delivery, whereby the following information must be sent to Kerbl in writing (wareneingang@kerbl.com, copy to the responsible person in purchasing):

- exact date of delivery,
- exact description of the load carrier,
- number of load carriers,
- type of delivery (e.g. truck with semi-trailer, 20' container, parcel shipment, etc.)
- name of the forwarding agent (haulage firm, parcel service, etc.).

The Supplier shall ensure that the shipping companies that it has commissioned have taken out transport insurance to cover a sufficient amount.

Direct deliveries to Kerbl's customers shall also be possible. In this case, the terms of delivery agreed for deliveries to a Kerbl warehouse (see 3.2 Delivery addresses) shall apply unchanged with regard to transport costs, unless otherwise agreed on an individual basis.

3.3 Organisation of transport by Kerbl

If Kerbl takes over the organisation of the transport, Kerbl must be provided with precise information about the size of the consignment three working days before it is made ready for dispatch. For container deliveries, precise information about the scope of the consignments must be provided 14 working days before they are ready for dispatch.

The following information must be communicated:

- exact collection address with possible collection dates/times,

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- exact date on which the goods will be ready for collection,
- exact description of the load carrier,
- number of load carriers,
- gross weight of all load carriers,
- gross volumes of all load carriers (information about the required storage positions),
- other information relevant to transport (information about hazardous materials, risk of breakage, etc.).

Important: if an exchange of load carriers has been agreed, empties must also be available at the time of collection.

4 Delivery instructions

4.1 General

Deliveries on one dispatch day are to be combined into one shipment. Shipments must not be distributed over several trucks.

The delivery may only be made using trucks suitable for loading and unloading on ramps (min. 7.5 t, height of loading area >1.1 m).

Deliveries outside of goods acceptance times and/or missing freight documents shall entitle Kerbl to refuse acceptance of the goods. The respective valid goods acceptance times can be found on the Kerbl order form.

Deliveries for which there are no written orders will not be accepted.

A freight document is mandatory for acceptance of the goods, a simple consignment note is not sufficient. Delivery notes will not be signed. They must remain with the goods. Receipt of goods is only acknowledged on waybills in paper form. It is not possible to acknowledge the receipt of goods on scanners.

Goods intended for Kerbl must be freely accessible to goods inwards personnel and must not be blocked by goods for third parties or load securing material.

The unloading of goods intended for Kerbl may only be carried out by Kerbl staff. The unloading area and the goods inwards area may not be entered by drivers or any persons accompanying them.

Instructions from goods inwards staff must be complied with.

4.2 Delivery addresses

The delivery addresses are listed on the purchase order. The following delivery addresses are usual:

Ampfing Logistics Centre
Holzheim 8
84539 - Ampfing
Germany

Buchbach warehouse
Felizenzell 9
84428 - Buchbach
Germany

Additional delivery addresses will be agreed upon if required.

4.3 Safety data sheets

According to the REACH Regulation, the Supplier of a substance or a mixture must provide Kerbl with a safety data sheet (SDS) pursuant to Annex II of the REACH Regulation. The SDS must be made available to Kerbl free of charge and unprompted at least ten (10) working days prior to the first delivery of the substance or mixture. Safety data sheets, which are mandatory for Kerbl for the resale of selected articles (e.g. batteries), must also be made available free of charge by the Supplier at Kerbl's request at least ten (10) working days prior to the first delivery of the item.

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The SDS must be sent to Kerbl electronically at the email address "sdb-team@kerbl.com", quoting the Kerbl item number and Kerbl item description in line with Kerbl's purchase order text and in all official languages of the European Union. In the event of non-compliance, Kerbl shall reserve the right to refuse acceptance of the goods.

Also according to the REACH Regulation the Supplier must immediately inform Kerbl of any changes to the safety data sheet by sending an updated version of the safety data sheet. An update (including without changes) must be made at the latest 24 months after the respective previous safety data sheet was issued.

4.4 Dates

The agreed date defines the day on which the goods must be made available at the agreed location according to the agreed Incoterm (example EXW: goods ready for collection from the Supplier on the agreed date).

Kerbl coordinates the timing of its orders and the delivery or handover dates specified in its orders based on the Supplier's delivery time specifications which it announces in an offer or on a Vendor Data Sheet or which have been agreed upon as a standard delivery time. The Supplier undertakes to observe the agreed delivery or handover date.

The Supplier confirms the order by signing and returning the Kerbl order form. This order confirmation must be sent to the responsible person at Kerbl within three working days after receipt of the order. The Supplier thereby undertakes to make the goods available to Kerbl on the confirmed date. If, by way of exception, no notification is made within the above-mentioned period, the Supplier agrees to deliver or make available the products under the conditions specified in the order.

4.5 Subsequent postponement

As soon as the Supplier becomes aware of any delays, it shall immediately notify Kerbl thereof, stating the reasons and the expected duration of the exceeded deadline.

Deliveries before and/or after the agreed date shall only be permissible with the consent of Kerbl. Kerbl reserves the right to return goods delivered too early and/or too late without written consent, taking into account the legitimate interests of the Supplier in its - Kerbls - own reasonable discretion, or to value the invoice.

4.6 Partial deliveries and excess deliveries

Partial deliveries do not represent fulfilment of the order unless they are approved by Kerbl as partial fulfillments.

Kerbl reserves the right to return quantities from excess deliveries not agreed with Kerbl at the Supplier's expense.

The issuing - even without reservation - of delivery receipts by Kerbl shall not result in the exclusion of notices of shortfall or notices of excess if the shortfall or excess amount was not recognisable externally when the goods were accepted.