

KIEPEELECTRIC



Logistics and Packing Instructions

for Suppliers of Kiepe Electric GmbH

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Foreword

The basis for successful collaboration in the partnership between you as a supplier and Kiepe Electric GmbH (abbreviated to KE below) is clear and binding communication and information.

This applies in particular where supply logistics required for us to continue production is concerned. In order to guarantee an efficient and problem-free manufacturing process, logistic systems must function within agreed rules.

To clarify our requirements for all parties involved and make them binding, we summarized them in the present logistics guidelines. This guidelines form a major component of our contractual relationship. We reserve the right to make changes to the guidelines.

Processes are continually reassessed to help improve cooperation in the partnership. We guarantee continuous improvement with regular audits and process analyses at the supplier's facilities. KE reserves the right to call for changes to the processes.

1. Communication and Timeliness

Suppliers are obliged to comply with the delivery times and quantities of the order or the delivery schedule.

The delivery deadlines are arrival deadlines at KE goods receiving department.

Deviating unloading locations according to KE order have to be considered.

If the ordered quantities and deadlines cannot be complied with, the supplier is obliged to report this to the responsible planning manager at KE on the day it is detected, and document it in writing.

The supplier must answer questions or queries from KE on individual orders, delivery schedules and delivery status immediately.

2. Packaging

The type and quality of the packaging must be of good quality, strong enough to withstand shocks and loadings normally encountered during transport and transshipments.

Individual packaging guidelines agreed for the supplier apply. If the supplier fails to comply with the agreed packaging, KE reserves the right to charge the supplier for the resulting handling and repackaging costs.

Deviations in justified cases must be agreed with the corresponding contacts in good time.

The supplier undertakes to use environmentally-friendly packaging which permits re-use or low-cost disposal. Polystyrene chips are not permitted packaging materials.

The packaging materials have to correspond to the European environmental protection policy relating to the prevention of environmental contamination, the optimal utilization of material, the recycling and the disposal of material.

International packaging instructions for the transport by sea or by air must be observed.

The requirements for wooden packaging (ISPM standard) are binding.

The ISPM standard describes measures to reduce the risk of introduction or spread of wood pests associated with wood packaging.

3. Load Securing / Transport Damage

The goods must be packaged safe for transport and handed over to the freight company in good condition.

According to legal requirements all involved parties (driver, loader, shipper, freight carrier) are - directly and indirectly – responsible for a proper load securing.

KE must be informed of specific loading and unloading conditions in good time.

If the goods are damaged during transport, the contractor and the shipping company will be informed in writing immediately by KE. The damage is documented in the bill of lading.

4. Hazardous Goods Transport

The rules for transporting hazardous goods must be observed.

The supplier is liable for all damage resulting from a failure to observe the legal regulations.

As a distributor of hazardous materials, the supplier is responsible for classification, using a permitted transport method and obtaining a transport permit.

Relating information must be made available to KE in time of order inquiry.

As the loader / sender, the supplier must observe the applicable regulations for transporting hazardous goods. Data sheets, permits required etc. must be made available to the transport company in good time before shipping.

5. Goods Receipt

Business hours goods receipt (valid for KE head office Kiepe Platz 1 - Düsseldorf)

Monday – Thursday 07:00 – 15:30

Friday 07:00 – 14:00

It must be ensured that the trucks can be unloaded at KE or an unloading point specified by KE using standard industrial trucks.

Basically, all the means of transport used (including those of the service provider) must be able to be loaded and unloaded from the side as well as from the rear.

6. Identification / Marking

In any case, all deliveries must be labelled such that all products can be clearly identified. Initial samples and just-in-time deliveries must be identified distinctly as such. The best before date must be specified for perishable goods. All invalid labels must be removed.

Special handling information (e.g. “Keep dry”, “Do not drop”) must also be affixed in symbol form. Information on stackability is also required.

The goods label must contain the following data:

- Supplier address
- Receiving address and contact person
- Delivery note number
- Supplier article number
- KE article number and/or from the installation site
- Description of goods
- Quantity
- KE order number and/or from the installation site / KE purchaser or KE project name

7. Accompanying Documents

For each delivery at KE goods receiving department or at any alternative shipping location a detailed delivery note is required.

The relating delivery note must be attached to the package of each shipment and hand over to the freight forwarder together with all relevant shipping documents.

The delivery note must contain the following information:

- Supplier address
- Receiving address and contact person
- Delivery note number
- Shipping date
- Terms of delivery
- KE order number and/or from the installation site / KE purchaser or KE project name
- Supplier article number
- KE article number and/or from the installation site
- Description of goods
- Quantity
- Shipping information – number and kind of packages, gross/net weight

8. Transport Processing / Term DAP or DDP

Generally all quotes and contracts by the supplier shall be drawn up or concluded in accordance with the delivery terms “**DAP, destination**” (Delivery At Place) or “**DDP, destination**” (Delivery Duty Paid) in accordance with Incoterms 2010.

The supplier is responsible for the delivery to the unloading location named by KE. Transport of the goods to the respective location must be carried out in such a way that the goods arrive in a perfect state i.e. without damage to the goods or packing material. Damaged goods are returned at the supplier’s cost. Follow-on costs proved to be caused by this damage shall be borne by the supplier.

8.1 Carrier Use and Quality

The supplier is authorized to use forwarding agents/sub-contractors. Any staff used, including any subcontractors, are also obliged by the supplier to meet the requirements of this contract

If a supplier commissions a forwarding agent, the commissioning may only be given after a check on performance has been carried out. Suitable criteria (condition of the vehicle fleet, reliability, availability, credit-worthiness, flexibility, observance of environmental requirements etc.) must be checked regularly by the supplier. Respective agreements must be made with the forwarding agents so that smooth transport can be carried out.

This particularly includes pick-up times, contacts, contingency plans, exemption certificates for driving bans (e.g. on Sundays and public holidays) and customs requirements.

9. Transport Processing / Term FCA

In the case of “**FCA**” (Free Carrier) as the agreed term of delivery, the forwarding agent and transport concept are defined by KE.

The supplier bears the costs for the transport of the goods to the agreed transfer point. The goods must not be handled by any other forwarding agent than the one specified by KE. Freight invoices from third-party agents will not be accepted by KE.

Generally speaking, the forwarding agent must be notified of the consignments of goods in good time on the day before loading, taking the duration of the transport into account.

Detailed specifications about the procedure and responsibilities are coordinated in attached ***Shipping Concept Kiepe Electric GmbH.***

10. Customs Processing, Origin of Goods, Statement on Export Restrictions

The supplier is responsible for obtaining the export release.

All papers and documents required for international transport (in particular preference certificates) must be provided by the supplier at their costs and made available to KE.

We reserve the right to make recourse claims - in particular for claims for taxation and customs duties, including possible consequence from proceedings under the German Tax Code and other regulations – which accrue to us as a result of statements incorrectly completed by suppliers.

The supplier undertakes to specify the following export relevant data for each item on all delivery notes and invoices:

- Customs tariff number
- Country of origin under commercial law
- Value of goods
- Specification of the European/German export law
- Specification of the European/German export list number (AL) – if appropriate
- Specification for goods which are subject to American export law and the American Export Control Classification Number (ECCN)

11. Changes / Final Provision

Basically, the requirements described in this logistics and packing instruction apply. Deviations must be expressly approved and coordinated with KE in good time and in advance.

Problems are defined as failure to comply with the agreed instruction. KE documents problems with a logistic report for an immediately statement and corrective measures by the supplier.

The acceptance of goods may be refused in case of rough deviations.
Costs for additional expenses borne by the supplier.

Appendix - Shipping Concept Kiepe Electric GmbH

A. KE Preferred Road Carrier

Cretschmar Cargo Düsseldorf

KE Account #: 203142 (specified upon notification)

Contact for domestic shipments

Ms. Sandra Schimikowski

☎ 0211-7401 1141

@ sandra.schimikowski@cretschmar.de

Contact for international shipments

Mr. Patrick Breloehr

☎ 0049(0)211-7401 2292

@ patrick.breloehr@cretschmar.de

B. KE Preferred Parcel Service for Shipments Less Than 30 kg

Domestic Parcel Service

Logitrans GmbH

☎ 0911-955 899500

@ Info.DUS@logitrans.de

International Parcel Service

DHL Express

KE Account #: 960232240 (represented by Logitrans GmbH)