

Delivery and documentation conditions

Baumann GmbH

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1 Introduction

The present guidelines are valid for every delivery of goods. The delivery terms of the Baumann GmbH are part of our purchase conditions and guarantee a smooth logistical handling. The fulfilment of these terms is basic prerequisite for the first and following services as a **supplier** for the Baumann GmbH.

These delivery and documentation conditions regulate the quality of the delivery and specify the details that must be included on the order confirmation, the delivery note and the invoice of suppliers of Baumann GmbH.

Our general terms and conditions of business and purchase also apply in addition to these delivery and documentation conditions. By accepting the order, our supplier accepts the delivery and documentation conditions defined herein.

Separate and deviating agreements have to be considered. These have priority over the here defined conditions and have to be documented clearly on the delivery note.

In the case of non-compliance of the delivery terms the Baumann GmbH reserves the right to charge the **supplier** with the arising extra costs and the costs of work and damages or to refuse the acceptance of the delivery.

2 Quality guidelines

The quality of external supplies has a direct impact on the quality of our products. Therefore, we expect a high quality of all materials and production parts from our **suppliers**. We are striving for a to establish a close and trusting working relationship with our suppliers with the aim of continuously improving quality levels and achieving a zero-defect rate and 100% on-time delivery.

3 Delivery terms

3.1 Delivery address

When delivering materials, following address has to be written indicated legibly and in full on all delivery notes and accompanying documents:

Main delivery address: Baumann GmbH
Wernher-von-Braun-Straße 10
92224 Amberg
Tel.: +49 9621 6754 – 900465
E-Mail: ML-BA-Org-Logistik-Wareneingang@baumann-automation.com

Direct delivery to the customer: Note address on the order.

3.2 Delivery times

The acceptance of goods happens under the condition of the proper delivery in relation to the delivery date, quality, the condition of the goods and the correct quantity with the exception of national and international holidays at following times:

Monday-Thursday	07:00 A.M- 03:00 P.M.
Friday:	07:00 A.M- 01:00 P.M.

3.3 Delivery conditions

Delivery date

All goods have to always be delivered on the instructed delivery date. Deliveries happening earlier or later can only be accepted in coordinated individual cases.

Packaging

The packaging has to ensure protection against mechanical damage. The supplier shall be liable for damages and expenses brought about by defective packaging. The means of transportation and packaging shall only be accepted if they are in perfect condition. In the event of demonstrable damage to the means of transportation by the supplier or carrier, we reserve the right to refuse acceptance or to charge the supplier accordingly for the costs incurred.

The packaging must be designed with due consideration for the logistical processes, quality assurance, environmental compatibility and economic efficiency. The packaging materials must bear the symbols and substance numbers required by law.

Quality

If it becomes evident during the production process that the quality or quantity of the goods delivered by the supplier does not meet Baumann's requirements and that this results in product failures, extra trips, etc., Baumann GmbH reserves the right to charge the resulting costs to the supplier with appropriate evidence. Costs incurred for the quickest possible transportation of goods (express shipping, if applicable) shall only be charged to us if there is fault on our part that made express shipping necessary.

Partial deliveries

Should a partial delivery or an over-delivery be indispensable, this must be agreed in written form in advance with Baumann's buyer and the delivery must be approved in this way. No freight costs will be incurred by Baumann as a result of partial deliveries by the supplier for which the supplier is at fault. A partial delivery shall be marked as such and noted on the delivery note.

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Packing list

If a packing list is available, the delivery must be carried out according to this list.

Under- and over-delivery

Generally, only the quantities ordered should be delivered. Under-deliveries generate higher processing costs that can be charged to the supplier. Over-deliveries are typically not permitted, unless this is agreed with our purchasing department directly. The incurring costs for the return delivery can be charged to the supplier.

Identification marking

The package must be marked in such a way that it is possible to identify the goods without opening the packaging. The order number must be visible. In the case of purchased parts, each packaged item or jointly packaged BATCH must be marked with the Baumann item number and quantity. In the case of production parts (custom-made parts), each packaged workpiece or each jointly packaged BATCH must be labelled with the item number and quantity using an easily removable sticker. Small parts must be packaged in pressure seal bags and then labelled.

Packaging units

Packaging units have to be delivered sorted by type. Delivering multiple different unsorted items in a single packaging unit is not permitted. Each packaging unit must be labelled with the item number and quantity of the packaging unit on both face sides so that the label is clearly visible from the outside. When quantities in a packaging unit are changed, this information must be clearly visible on both the pallet and the packaging unit.

3.4 Delivery of pallets

- Delivery should always be made on exchangeable and undamaged Euro pallets (EN 13698-1). According to the specifications of the European Pallet Association (EPAL), only exchangeable standard Euro pallets can be exchanged. The delivered exchangeable pallets shall be exchanged immediately. The supplier has to ensure that they are able to accept the exchange pallets upon delivery.
- Pallet units must be packaged in a way that ensures a perfect condition of the delivered goods.
- Combining several orders on one pallet is not permitted, unless attachment frames for separating are used for the individual orders.
- Care should always be taken to ensure that the quality of the parts is not impaired due to the weight or type of shipment/packaging.
- The load on the pallet must not exceed the dimensions of the pallet, unless expressly agreed otherwise.
- It must be ensured that the goods can be unloaded and transported without any issues using industrial trucks within the company. The pallet must be 100 mm high, measured from the floor to the bottom edge of the wood.

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3.5 Delivery of parcels

- If the shipment consists of several shipping units, this must be indicated on the outside of each shipping unit. The shipping unit containing the delivery note must be marked accordingly. The shipping units must be delivered in their entirety.
- Combining several orders on one pallet is not permitted, unless clip-on frames are used to separate the individual orders.
- Care should always be taken to ensure that the quality of the parts is not impaired due to the weight or type of shipment/packaging.
- Especially in the case of parcels, attention must be paid to ensure that the packaging is secure for transportation in order to prevent damage in transit.

3.6 Delivery note

For the regulated recording of the goods into Baumann's ERP system, a delivery note is required for identification purposes. The according delivery note must be included with every shipment. The position of the delivery note must be marked clearly. If a delivery consists of several shipping units (orders), it has to be ensured that a delivery note is enclosed with each individual shipping unit. We reserve the right to seek expenses if delivery notes are not completed entirely.

The delivery note must contain the following details:

- Delivery address of recipient
- Delivery note number
- Shipping date/delivery date
- Order date
- Baumann order number
- Baumann item number
- Quantity per delivery unit
- Total number of pieces in shipment and information on the remaining quantity, if applicable
- Customs tariff number and the country of origin
- Contact person and contact details of the supplier
- Special agreements/exceptions
- Packaging units, if applicable
- Total number of pallets and total number of loose packages

4 Notification

In the event of large deliveries, a notification must be sent in a timely manner i.e. at least 24 hours prior to delivery, by E-Mail to:

ML-BA-Org-Logistik-Wareneingang@baumann-automation.com

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The Mail has to contain following information:

- Consignor
- Delivering forwarding company
- Description of goods
- Number of pallets
- Required delivery date
- Required delivery window

5 Guidelines and legal requirements

Deliveries must comply with applicable EC regulations, all environmentally relevant procedures and laws, as well as the ecological aspects of production. When shipping hazardous substances, the delivery must be labelled accordingly and an up-to-date EU DIN safety data sheet must be provided. The goods may need to be sent using a special shipping method if necessary. Our supplier will obtain information about the possibilities from their parcel service or forwarding agent. Legal requirements for shipping and labelling shall be considered. The responsibility lies with the consignor.

Any deviations from the packaging regulations and delivery conditions described above must be specified in writing and approved by Baumann GmbH. In the event of non-compliance with the delivery and documentation conditions, we will invoice the supplier for the additional expenses resulting from this. Should individual provisions of the above packaging regulations and delivery conditions be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the remaining packaging regulations and delivery conditions shall remain unaffected.