

24. Appendix to the Supplier Manual b&m Italy

All deliveries to our company have to be carried out according to the shipping terms agreed.

a. Transportation

1. Delivery Address:

Baier & Michels Italy
Viale Regione Veneto, 17
PADOVA 35127
ITALIA

Higher transport costs due to a change of the following regulation regarding the way of transport, e.g. airfreight, railway-express, express parcels, courier services are only accepted if explicitly approved by b&m. Higher transport costs due to the selection of non b&m partner carriers have to be covered by the supplier if not explicitly approved by b&m. The seller is free to insure the consignment at its own cost. Insurance costs charged to b&m will not be accepted.

2. Ex works consignments:

Ex works consignments are subject to the following forwarding instructions:

Italian suppliers

The deliveries to our company have to be sent by our contract partner. You should inform us for “ready to be collected goods”. The supplier has to assure optimal capacity utilization of the packaging in the interests of b&m.

Foreign suppliers

Suppliers abroad shall contact the responsible purchasing department and ask for b&m contract carrier.

b. Dispatch

Insurance and packing charges, storage charges and additional costs in connection with the transport as well as possible prior carriage charges won't be accepted by b&m and subtracted from the invoice. Stamped delivery of our consignments in which the freight charges are included in the invoice will be refused and the freight charges stated will be subtracted. As far as deliveries are carried out by the supplier himself, delivery fees are accepted up to the value of charges b&m agreed with its contract carriers.

Several deliveries on the same day have to be combined into one consignment.

Dispatch of Hazardous Materials

- The terms of transport for hazardous materials are to be followed precisely. The supplier is responsible for all damages resulting from the noncompliance of the statutory provisions.
- For the packaging of limited amounts (LQ) according to chapter 3.4 of ADR, the requirements for compound packaging and their labeling have to be fulfilled.
- Regarding the packaging of hazardous materials only type-approved packaging (e.g. cartons, canisters) are accepted according to the individual classes in ADR and regarding sea freight according to the specifications of the IMDG-Code.
- The bill of lading or packing slip has to include the relevant information on hazardous materials (amongst others reference number, hazardous material class, packaging class) according to ADR.

c. Documents

The contract carrier has to receive proper consignment documents and accompanying documents:

1. Bill of Lading

- Every consignment is to be handed out to the carrier together with a transport order.
- The transport order has to include following information:
 - Consignor (supplier) address
 - baier & michels consignee address
 - baier & michels order no. (which is also the primary identification of the consignment)
 - Terms of delivery according to our order
 - Number of parcels belonging to the consignment
 - Total weight of the consignment
 - Delivery date, respectively the date of shipment of the consignment

2. Packing Slip

- Every consignment has to include an original packing slip. The packing slip has to be fixed clearly in a pouch at the front side of the parcel.
- If a consignment consists of several parcels, the parcel which includes the packing slip must be signed clearly.
- The packing slip has to include following order regulations:
 - Order number
 - baier & michels number of the clerk responsible
 - Vendor number
 - baier & michels item number

3. Packing list

If a consignment consists of more than one packing piece or pallet, the packing slip has to include the packing list for each transport lot with following order information:

- Shipping unit number or number of the pallet
- baier & michels item number
- Amount of the item
- Amount and content of the single packaging

This information has to be noted clearly on the marking of the single packaging.

The content of the single packaging has to be equivalent to the markings.

- All packaging including hazardous materials are to be indicated clearly with the prescribed documents for hazardous material according to chapter 5.2 ADR.
- Specifications about the danger to water are obligatory.
- Packing slips of perishable articles have to contain the date of production.
- Only qualified companies are to be appointed for the transport.

d. Packaging

1. Pallet

- Euro- pallets (basic measurements: 800 mm x 1,200 mm). For small quantities a variation of the length is accepted.
- Loading height included Euro pallet is 850 mm.
- Total weight of the pallet may not exceed 850 kg.
- If there are different batch numbers per pallet to pack batch with the bigger packing volume at the bottom of the pallet, and batch with smaller packing volumes on top.
- Overseas suppliers have to use wooden protection at every corner and the top of the pallets in order to avoid damages of goods and cartons.
- The pallet units have to be shrink-wrapped or fastened with non-metallic strap or steel tape.

3. Packing unit

- Maximum weight 12 kg per unit
- Use strong cardboard boxes
- Full packing units per item, subsets are not allowed.
- Goods have to be delivered with an affixed label and marked with b&m item number, preferable provided with material tags (label) according VDA-reference 4902 or similar.

4. General

- Packing pieces have to be arranged on the pallet ensuring a compact and secured shipping unit without overlap.
- The goods have to be packed properly in order to avoid being damaged and in an adequate, suitable way for all modes of dispatch.
- The compilation of packing pieces and pallets has to be carried out in relation to the orders and articles. Orders and articles must not be spread across several pallets and packing pieces.
- The supplier has to bear transport resulting from poor packaging which are not accepted by the insurer.

- Every change of packing direction of goods have to be confirmed in advance by b&m. That includes also dimension and quality of cartons, pallets or packaging units. Disregard may cause repacking effort which b&m will charge to the supplier. If no specific packaging is agreed, a neutral design of the packaging, without Logo or other signs of the supplier, is requested.
- All above mentioned conditions are invalid if specified different handling for single shipments has been agreed.

e. EDI

If EDI handling is agreed, the supplier receives call-off information from b&m according to VDA 4905 / VDA 4913 / VDA 4915. The supplier likewise sends an electronically transmitted DFÜ delivery note according to VDA at the request of b&m. The delivery call-off is deemed to have been accepted if the supplier does not object to it within 48 hours. The objection is to be transmitted in writing to the scheduling logistics department of the affected b&m location. Supplier prefer EDI handling shall contact their b&m local purchasing contact.

In any case of questions to the b&m local appendix please contact your local b&m purchasing contact person.

f. Declaration of Origin of Goods

If the supplier's place of business and/or production plant is located in a country with which an EU free trade agreement is in existence, the supplier shall issue documentary proof of preference (movement certificate / declaration of origin on the invoice) for each delivery. The provisions of the free trade agreements must be observed.

g. Miscellaneous (integration or exception to the supplier manual requirements)

Part II – Supplier Quality

3. General Requirements to Suppliers – letter B

On external packaging (also in each small box, if applicable), delivery notes and invoices, the b&m order number, the b&m part number and the supplier's batch number must be indicated

Part III – Commercial

16. Warranty and Product Liability

Regarding the duty to inspect the goods and to give notice of obvious defects we are granted a fixed period of 30 working days upon goods receipt.

Part IV – Legal framework conditions

22. Place of Performance, Place of Jurisdiction , Applicable Law, Contract Language

Place of jurisdiction for all legal issues is exclusively the court competent for the buyer's domicile

The applicable law both for national and international suppliers is the Italian law, without reference to its Conflict Laws. The application of the United Convention on Contracts of International Sale of Goods is expressly excluded.



Hansjörg Koroschetz
COO b&m Group

Date and authorized signature

Name and function

Supplier company name / company stamp

b&m internal notation:

Date/signature:

Name/function:

b&m location:

Supplier manual including appendices to be sent to: einkauf@baier-michels.com