

General Terms and Conditions of Delivery

for the supply of goods to

Avery Zweckform GmbH



Last amended: Oberlaidern, January 2018



Contents

1. General
2. Parcel deliveries
3. Paletting stipulations
4. Packaging stipulations
5. Advice of delivery
6. Load securing
7. Shipping and freight documents
8. Invoicing
9. Opening times and contact partners
10. Refusal of acceptance and flat-rate administration fees
11. Annex: EPAL Definition of Pallet Quality

1 General

- The General Terms and Conditions of Delivery stated below constitute a binding Annex to the Terms and Conditions of Procurement as amended of **Avery Zweckform GmbH, Miesbacher Str. 5 in D-83626 Oberlaindern/Valley**. The aim of these agreements is to create an undisrupted logistics chain which is characterised by efficient processes.

All general and technical stipulations relating to the delivery of goods to this company are described below. The present Terms and Conditions may be extended in the form of additional agreements as and when required.

- Insofar as nothing to the contrary is agreed in writing, delivery of goods takes place franco domicile to the delivery address. Goods should be packed according to custom and usage and should be unloaded behind the first lockable door.
- The unloading of lorries may only take place from the rear. Deliveries must be made using a vehicle which is capable of using a ramp. Pallets must be loaded lengthways, i.e. 3 pallets per row. We will not unload lorries which have been cross-loaded.
- The driver of the transportation should report to the Incoming Goods Inward Office, where a gate will be allocated at which goods can be unloaded.
- Following unloading, the driver should report to the relevant member of staff in the Incoming Goods Department for proper transfer of goods and signing of delivery documentation.
- Smoking is strictly prohibited on the whole of company premises. This ban extends to external drivers. Please notify your carriers accordingly.

2 Parcel deliveries

- An address label should be affixed to each component of the shipment (parcel). The address label should clearly indicate the consignment of which the shipment forms part (reference to the delivery note). In the case of parcel services, the address label serves as a freight document.
- Weight per parcel may not exceed 20 kg.
- Parcels must be properly closed and secured by the use of adhesive tape or straps.



3 Paletting stipulations

3.1 Pallet types

Deliveries should be made on Euro Pallets (120 x 80 cm). In exceptional cases, we are also prepared to accept non-recyclable 120 x 80 cm pallets as long as such pallets are in perfect condition. This should, however, be agreed with our Procurement Department at the time when orders are placed. Non-recyclable pallets are not exchanged and may not be charged for.

CHEP Pallets are not accepted in any circumstances!

3.2 Maximum pallet height

For unmixed pallets 105 cm (in accordance with the Industrial Standard CCG I)

155 cm is possible by special agreement in the case of raw materials

For mixed pallets 195 cm (in accordance with the Industrial Standard CCG II)

3.3 Maximum pallet weight

The overall weight of the pallet must not exceed 700 kg.

3.4 Pallet quality

Only undamaged Euro Pallets suitable for high-bay stacking and bearing the EPAL logo will be accepted. Please note the Definition of the European Pallet Association.

This is appended to the present Terms and Conditions of Delivery.



3.5. Exchange of pallets

We exchange Euro Pallets on an ongoing basis.

3.6 Secure transport

Secure, undamaged and clean transportation of pallets in the lorry should be ensured.

For this purpose:

- pallets should be wrapped in transparent stretch foil (from plate to upper edge);
- edge protection should be used where necessary;
- goods should be secured against slippage via the use of plastic straps where required;
- wedges should be deployed to prevent unintended downward movement of rolls positioned horizontally.

3.7 Exceptions

Special pallet dimensions should be agreed with the Procurement Department and are only permissible for bulky goods such as large cardboard packaging, sales displays and furniture.

Black pallet stretch foil may only be used in exceptional circumstances, such as in the case of high-value and easily identifiable goods.

Please note

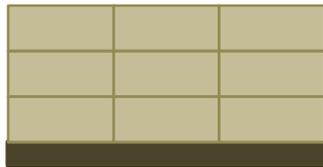
Pallets will be stored for 1 week at the expense and risk of the supplier should a driver refuse pallet exchange. Such pallets shall become our property in the event that they are not collected within this period. Any costs of disposal incurred shall be charged to the supplier should pallets be unusable.



4 Packaging stipulations

4.1 General

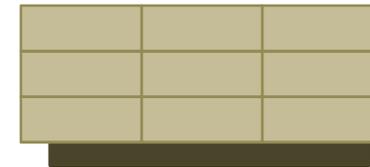
Boxes must always be arranged on the pallets in such a way so as labelling is externally visible. All articles must be placed within the dimensions of the pallets. No overhangs are permitted. Such an approach prevents the vast majority of all damage which occurs during transport. Instances of damage caused by the pressure of stacking goods (distorted and burst packaging) must be excluded at all times.



Permitted

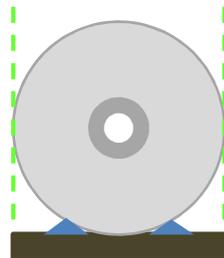


Not permitted

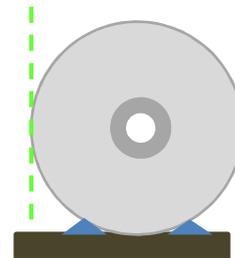


Not permitted

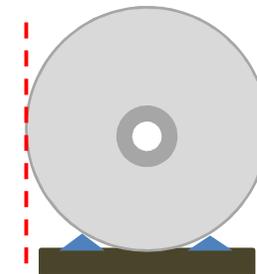
Goods in rolls should be placed on the centre of the pallet. Pallet overhangs must be avoided.



Permitted



Not permitted



Not permitted

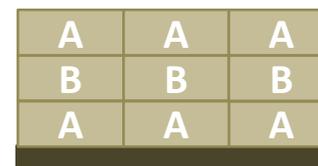
4.2 Mixed pallets

Full and unmixed pallets should be packed wherever possible. In the case of mixed pallets, articles of one type must be packed together on the pallet in the same layer wherever possible. Layers of different articles should be separated by a cardboard slip sheet. Boxes may only contain one type of article. Mixed boxes are not permitted.



Permitted

Interim layer
←



Not permitted

4.3 Box dimensions and labelling stipulations

The maximum permissible weight per box is 20 kg. Empty areas within boxes should be avoided. If all else fails, such cavities must be filled out. In the interests of achieving a balance between security of transport and environmental compatibility, the principle which should be adopted at all times is: as much packaging as necessary, but as little packaging as possible! Boxes must be properly closed using adhesive tape or straps.

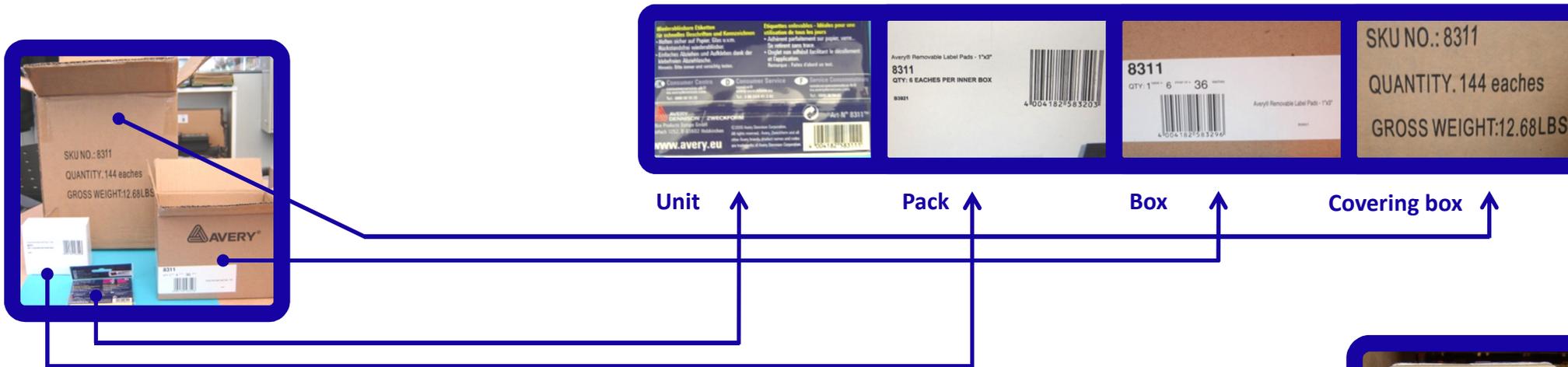
The boxes used must not exceed the following dimensions.

| | |
|---------|------------|
| Length: | max. 60 cm |
| Width: | max. 24 cm |
| height: | max. 36 cm |

In the case of one than one box containing the same articles, all cartons must contain the same quantities. Boxes containing residual quantities should be clearly labelled externally.

Each box must have an appropriate label of contents. The minimum information required is the Avery-Zweckform article number and an indication of quantity in units. In the event that a special pre-printed form is necessary for the contents label, this will be displayed to you on the order via a link to the Internet Supplier Platform at www.avery-zweckform.com/supplier.

The following levels should be labelled as appropriate. At unit level, the information contained on the product packaging is usually sufficient.



4.4 Hazardous goods

All current rules relating to the transport of hazardous goods must be complied with. The delivery should in particular include the appropriate warnings. All relevant Safety Data Sheets must be made available to our Procurement Department and to our Safety Representative when an article is introduced.



4.5 Articles subject to a Best Before Date

Articles subject to a Best Before Date may have only one Best Before Date per carrier. The Best Before Date must be externally affixed in easily legible form at all levels of packaging (pallet, covering box etc.). Articles subject to a Best Before Date may have only one Best Before Date per shipment.

5 Advice of delivery

In the case of 3 or more pallet deliveries, advice of day and time of delivery must always be provided.

Such advice of delivery should take place by fax or e-mail at least 2 days prior to delivery and must include our order number and the amount of pallets. Waiting times should be expected in the absence of advice of delivery.

In the event that an agreed delivery date cannot be complied with for reasons which cannot be foreseen or in the event that goods are delivered earlier than advised, the Incoming Goods Department should be notified without delay.

Goods in respect of which no advice of delivery has been given, delayed goods or goods delivered too early can only be accepted if free capacities are available. In the event that no capacity is available, acceptance will be refused and the supplier will be required to undertake a second delivery free of charge on the following day.

Notice of delivery must always be provided for second deliveries (the 2-day period of prior notice shall not apply in such a case).

Please note

Advice of delivery must be provided for a 3 or more pallet delivery!

6 Load securing

Goods must be properly placed within the transport vehicle and secured against slippage and other incidences of damage during transportation. The usual tools for securing loads should be deployed (straps, wedges, etc.)

Pallets may only be stacked by prior agreement. Stacking is only permitted if the goods on the bottom pallet remain undamaged.

Goods should be protected against dampness and wetness at all times, including during loading.

Rolls of raw materials not on a pallet may only be delivered upright or laid flat (unsaddled only).



Please note

Acceptance will be refused – at least in part – in the event of any safety risk during unloading caused by goods which have been incorrectly loaded. The whole of the delivery will be refused in circumstances where unloading cannot take place without risk, including unloading in part.

7 Shipping and freight documents

7.1 Freight documents

Each delivery must be accompanied by two copies of freight documents including the following data. In the case of delivery by parcels services, the roll-out list or address label are permissible.

- Sender
- Recipient with delivery address
- Number of pallets
- Number of boxes (if less than 1 pallet)
- Carrier and registration number of transport vehicle
- Indications in respect of goods on duties have been paid (in the case of deliveries from abroad)
- Indications regarding hazardous goods where appropriate

These points will be monitored when goods are received. In the event of deviations in the number of pallets and/or parcels, a note to this effect will be made on the freight documentation. This should be signed by the driver and indicates that acceptance of the delivery is conditional.

Acceptance of the delivery will be refused if our company name is not stated as the recipient.

The Incoming Goods Department only accepts boxes which appear to be in good condition upon internal inspection. Acceptance of boxes where damage is visible externally will be conditional and a note to this effect will be made on the shipping documents .

Further processing of complaints regarding transport damage takes place via the Procurement Department.

7.2 Delivery notes

All deliveries should be accompanied by a delivery note completed in full and containing precise indications of all order data.

The delivery note must include the following information.

- Avery Zweckform order number, delivery date, article number
- Supplier article number or EAN
- Description of article
- Avery Zweckform supplier number
- Quantity and quantity unit
- Sales units delivered (in the event of discrepancy)
- Best Before Date (in the case of articles subject to a Best Before Date)

Please note
Deliveries not accompanied by
a delivery note are not
normally accepted.

The delivery note should be attached to the outside of the box in easily visible form or to the inside of the box accompanied by a clear note to this effect on the outside of the box.

More than one delivery note is permissible per delivery. A packing list per pallet/parcel should be included if a delivery comprises more than one order.

Samples and prospectuses should be delivered separately packed and must be clearly marked with the name of the recipient or intended purpose (trade fair, exhibition). A separate delivery note should be drawn up for such deliveries.

8 Invoicing

Please be sure to use the correct company name and address on the invoice. The correct address is printed on our orders. Invoices must also state the relevant order number.

Invoices with an incorrect company name are refused.

If a supplier is responsible for stating an incorrect address, the payment deadline does not commence until the corrected invoice is received.

9 Opening times and contact partners

9.1 Address and contact information for the Distribution Centre

AVERY ZWECKFORM GmbH

Main Incoming Goods Department

Miesbacher Straße 5

D-83626 Oberlindern/Valley

Tel.: 08024 / 641-432

Fax.: 08024 / 641-503

E-mail de.warenannahme@avery.com

9.2 Opening times

Stipulated delivery times must be complied with. Unloading is otherwise not possible.

Monday – Thursday: 7:00 am – 3:00 pm

Friday: 7:00 am – 12 noon

9.3 Your contact partners in the Incoming Goods Department and at the Distribution Centre (DC)

Mr. Stefan Felgenhauer

(Team Coordinator Incoming Goods)

Mr. Otto Szillat

(Incoming Goods)

Mr. Josef Biesenberger

(DC Manager)

Mr. Ludwig Schuster

(Incoming Goods)

10 Refusal of acceptance and flat-rate administration fees

Our Incoming Goods Department will normally refuse acceptance in cases where the stipulations described are not complied with.

The supplier will be wholly liable for any delay in acceptance thus occurring. Such a delay will also impact negatively upon our supplier evaluation.

A second delivery must take place at the expense of the supplier no later than the following working day. The defect forming the object of complaint must be rectified by such time. If the second delivery fails to take place in a timely manner or in the event that the defect is not rectified, we will charge the supplier a fixed-rate compensation fee of €200.

The Incoming Goods Department may accept deliveries in exceptional circumstances where such deliveries include goods urgently required for backlogs in customer orders. In such cases, our Incoming Goods Department will, of course, remedy any defects before putting goods into storage by undertaking actions such as re-palleting. We will require the carrier to confirm defects to be remedied in writing. Costs thus incurred will be charged to the supplier on an hourly basis.

Other flat-rate administration fees

- | | |
|--|----------------|
| ▪ No or incorrect supporting documentation | €25/delivery |
| ▪ Delivery note included but not declared on exterior of box | €25/delivery |
| ▪ No pallet labels | €10/pallet |
| ▪ Handling fee for repackaging, re-palleting etc. | €45/hour |
| ▪ Storage place costs for exchanged pallets | €3/pallet/week |

Please note

Costs incurred will be charged to the supplier and automatically set off against the next payment run.

11 ANNEX: EPAL Definition of Pallet Quality



The EPAL-pallet-system
The ideal worldwide logistics solution



Non-exchangeable pallets:

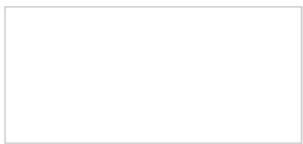
| | | | | | |
|---|---|-------------------------------------|--|---------------------|--|
| | | | | | |
| A single upper or lower leading board is damaged so that more than one nail or screw shank is revealed. | A block is missing or split to the point where more than one nail shank is visible. | A board is broken across its width. | More than two upper or lower leading boards are damaged and reveal one nail or screw shank for each board. | A board is missing. | The EPAL mark on the right or for example, the EPAL symbol on the left is missing. |

Other characteristics: Poor condition overall

- The loading capacity can no longer be guaranteed (fungal decay or insect attack)
- Contamination is such that products may be soiled
- Large splinters are coming away from a number of blocks
- There is evidence that inadmissible construction elements have been used, e.g. boards and blocks that are obviously weak

www.epal.eu
EURO-Pallets

 EPAL European Pallet Association e.V.
 An den Speichern 6
 48157 Muenster / Germany
 fon +49 (0) 251 284 39 70
 fax +49 (0) 251 284 39 72
 mail info@epal-pallets.org





Qualität macht den Unterschied.

www.avery-zweckform.com