

1. Validity

These general delivery and shipping instructions apply to all goods deliveries to the all sites of BWPARTS GmbH. In addition, the general terms and conditions of purchasing as well as site-related safety provisions of BWPARTS GmbH must be observed.

All national and international laws, ordinances, regulations, guidelines in transportation and the resulting obligations must always be observed and their fulfilment ensured by the supplier as sender and the transport service providers used. This includes the obligations for loading and transport safety in particular. Infringements of these general delivery and shipping instructions shall entitle us to refuse acceptance of the goods or to pass on the additional costs that are incurred by us.

2. Delivery address

With regard to the delivery/invoice address, it is absolutely essential that the information on our orders/delivery call-offs is observed.

Possible holdings for waiting times at the delivery locations specified by BWPARTS GmbH, caused by incomplete delivery documents, as well as stand-by fees for waiting times at the supplier are generally not accepted by BWPARTS GmbH.

We also ask you to note that wrong delivery contrary to the delivery address on our orders/delivery call-offs, which are caused by the supplier, cause additional costs and these will be charged to the supplier.

3. Goods receipt times

Goods can only be received during our goods receipt times.

Monday to Thursday: 07:00 to 15:00
Silent period Monday to Thursday: 09:30 to 09:45 and
12:00 to 12:30

Friday: 07:00 to 13:30
Silent period Friday: 09:30 to 09:45 and
12:00 to 12:15

Exception Silo delivery
Monday to Friday: 07:00 to 13:00
Silent period Monday to Friday see above

4. Punctual notification of consignments to transport service providers

Consignments must be reported punctually to the transport service provider. The delivery deadlines on our orders/delivery call-offs are generally arrival dates. The notification must take into account the respective transportation times. Deviations can lead to delayed deliveries and/or additional costs that must be assumed by the supplier.

For ex works deliveries, please proceed as described below. BWPARTS GmbH reserves the right to provide you with a routing order in addition to our general delivery and shipping instructions, which must be observed in addition.

In addition, the collection of orders and the cheapest shipping method, unless you have written a different shipping method by BWPARTS GmbH, must be observed.

The following information must be specified in the notification:

1. Shipment weight Loading point (collection address)
2. Number, type and dimensions of the shipping packaging
3. Stackability of pallets (yes/no) If applicable, the quantity of packaging material to be exchanged
4. Loading point (collection address)
5. Loading time on shipping day
6. Contact person at the loading point
7. Delivery point (delivery address)
8. franking
9. Our order number

5. Shipping of dangerous goods

The regulations for the transport of dangerous goods must be observed. The supplier is liable for all damages resulting from non-compliance with the statutory regulations.

6. Types of loading equipment

For all shipping types the supplier must generally choose packaging that is adequate, transport-safe and appropriate for the delivery item. In particular for carriage by sea and air, increased load, possible safety criteria as well as country-specific regulations for entry (e.g. International Plant Protection Convention, IPPC) must be taken into account with regard to the packaging.

The packaging should be selected taking into account ecological factors such as recyclability and/or reusability.

When delivered, the packaging must be in perfect condition and in the case of reusable packaging able to be exchanged.

If this is not the case, we are required to charge for the additional costs incurred.

Fragile goods must be labelled very clearly with the customary symbols.

Deliveries must be made exclusively using proper loading equipment.

The dimensions of the boxes should be such that they are completely filled, but the maximum weight limit is not exceeded.

7. Partial deliveries

Partial deliveries or services are only permitted with the prior approval of the responsible department of BWPARTS GmbH.

8. Control of consignments at the goods receipt

The delivered consignments are accepted under reservation. Ordered and delivered goods are only checked externally on the ramp for signs of damage and correct delivery.

The freight carrier must record external damage to the consignments on the consignment note. Otherwise only the number

of packages delivered (crates, pallets etc.) will be confirmed to the driver.

The quality, quantity and identity check is carried out at a later stage using the delivery note and the order as well as the

appropriate goods receipt checks. The supplier is notified accordingly of any detected defects and resulting costs are charged.

9. Documents and accompanying documents

All delivery documents (e.g. consignment note, delivery note and any necessary customs documents) must be handed

over in their entirety and with the goods. The documents must be stored and/or transported separately to the material.

The article designation on the delivery documents must match the goods labelling. In general, the procuring agency must be indicated on the delivery documents and reference must be made to our order number (s) and item number (s) for each delivery item. Delivery notes must always be applied to the outside of the packaging or package and must be clearly marked.

In the case of domestic business partners the delivery documents must be supplied to us in German and in the case of foreign business partners in English.

Acceptance test certificates/works test certificates must generally be sent electronically to our e-mail address

wpz@bwparts.eu

10. Express journeys / Extra journeys

If express journeys /extra journeys are necessary, the supplier shall agree on the organisation, the required mode of transport as well as the transport service provider with BWPARTS GmbH. The party causing the express journeys / extra journeys shall bear the costs of such

journeys. If BWPARTS GmbH assumes the costs, written approval must first be sought from BWPARTS GmbH. supply department before the express journeys / extra journey is made. It must be possible to continuously track the consignment and/or contact the mode of transport.

Delivery documents for express journeys / extra journeys must be marked clearly with the annotation "Express journey / Extra journey".

11. Delivery of special equipment (customer tools/customer devices)

When transporting tools / devices owned by our customers it should be noted that only direct transport has to be carried

out. The transfer or intermediate storage of tools / devices is not permitted. This means the tool / the device is taking at

the loading point by the transport service provider or the supplier and deliver directly to the unloading point. As well as that suitable means of transport be used for this purpose, so that the load securing and protection of the transported goods can be ensured. If the transport is made by the transport service provider of the supplier oder the supplier directly and no suitable means of transport are made available, the BWPARTS GmbH reserves the right to refuse the loading. Then the supplier has to provide suitable replacement. In addition, the tools / devices must be secured with a transport insurance to the value of the object. The cost, depending on the delivery terms, shall be borne by the particular partner. From the improper transport resulting damages will be charged to the person responsible by the BWPARTS GmbH.

14. Miscellaneous

- Any changes to the shipping plant of the supplier must be reported to the responsible supply department of BWPARTS GmbH.
- The actual shipping location of the supplier must always be specified on the business documentation. Incomplete documents will not be accepted.
- Pay on delivery or pre-paid consignments are generally not accepted.

If you have any questions, the contact persons specified on our orders/delivery schedules will be glad to help you.

13. Severability Clause:

If any provision of these Delivery and Shipping Terms is or becomes invalid, the validity of the remaining provisions shall remain unaffected.

Supplier

.....
Place, Date

.....
Name and Title

.....
Signature and Stamp