

## 24. Appendix to the Supplier Manual b&m Germany

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

### a. Transportation

#### 1. Delivery Address:

baier & michels GmbH & Co. KG  
Tor D3, D4, D5  
Carl-Schneider-Str. 1  
64372 Ober-Ramstadt

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:

##### German suppliers

Consignments which can be sent by a parcel service are to be sent via our contract partner UPS (United Parcel Service). Consignments have to fulfill the following standard:

- maximum of total weight per delivery: 31,5 kg
- maximum 3 meters combined length and girth/parcel (double width + double height + single length)
- up to a length of 1.75 meters/parcel

The supplier has to assure optimal capacity utilization of the parcels in the interests of b&m.

Consignments which cannot be sent by parcel service are to be sent via our contract carrier, DHL Freight Worms, only.

##### 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-flat-pallets (basic measurements: 800 mm x 1,200 mm) marked with German Railway quality label RAL RG 993. For small quantities a variation of the length to an overall length of 600 mm is accepted.
- Total loading height:
  - Max. 740mm for pallets with plastic boxes (acc. VDA 4500) including pallet and pallet cover
  - Max. 850mm for pallets with cardboard boxes including pallet itself
- Total weight of the pallet may not exceed 850 kg.
- Maximum 1 batch number per pallet.
- Maximum 1 mixed pallet per consignment allowed. To allow easy handling batches with high number of cartons are to be packed at the bottom of the pallet, batches with low number of boxes 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
- Small plastic boxes according to VDA-references 4500 are preferable, alternative strong cardboard boxes usable.
- 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 the European Union**, in accordance with the valid regulations concerning the preferential origin of goods, the supplier must issue a declaration pursuant to Regulation (EU) No. 1207/2001 in the respectively valid version (individual or long-term declaration).

- Furthermore, the supplier must disclose the non-preferential origin of goods (in terms of commercial law) pursuant to Art. 22 ff. Regulation (EU) No. 2913/92 and Art. 35 ff Regulation (EU) No. 450/2008 in the respectively valid version. The disclosure must take place together with the issuance of the supplier declaration on the preferential origin of goods.
- The Country of Origin have to be declared in accordance with ISO 3166 Alpha-Code and must not contain undefined declaration like EG, EU, EWR etc.
- As a general principle, with the order or – in the case of an ongoing business relationship – annually, the supplier shall receive a request for the submission of a supplier declaration by letter or E-Mail from b&m.
- The supplier shall submit a signed supplier declaration to b&m within a period of four weeks following the receipt of the request, but not later than at the time of delivery.

- As a general rule, each (long-term) supplier declaration must be signed by hand. The responsible individuals must be identified by name and their position in the company must be disclosed.
- The declaration of commitment must be sent to: baier & michels GmbH & Co. KG, Carl-Schneider-Straße 1, 64372 Ober-Ramstadt/Rohrbach.
- The supplier prints the supplier declaration on its own business stationery and is under obligation to ensure that the wording of the submitted supplier declaration corresponds exactly to the legal stipulations of Regulations (EU) No. 1207/2001 in the respectively valid version.
- The supplier declaration must contain an exact description of the delivered goods as well b&m article number in order to ensure that the goods can be clearly identified.
- The supplier must notify b&m without delay (to: baier & michels GmbH & Co. KG, Carl-Schneider-Straße 1, 64372 Ober-Ramstadt/Rohrbach) if the disclosures provided in connection with a long-term supplier declaration no longer apply.
- In addition, the supplier must also notify b&m in written (to: baier & michels GmbH & Co. KG, Carl-Schneider-Straße 1, 64372 Ober-Ramstadt/Rohrbach) and without delay if turns out that declarations issued in the past concerning the preferential and non-preferential origin of were issued wrongly.

**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.



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](mailto:einkauf@baier-michels.com)