

General packaging regulations for suppliers

Preamble

Ensuring that all types of parts are delivered safely and economically requires in many cases qualitatively suitable transportation packaging.

The following regulations have been drawn up so that the deliveries can meet the qualitative requirements. Furthermore, it should be ensured that optimum package design, standardised dimensions and specified capacities of the packaging (regarding stacking and storing the packaging) result in rational, fault-free material flow between the suppliers, Putzmeister Concrete Pumps GmbH or Putzmeister Mörtelmaschinen GmbH and its customers.

1 General

These packaging regulations describe Putzmeister's requirements for packaging from suppliers. They apply to all suppliers to Putzmeister Concrete Pumps GmbH and Putzmeister Mörtelmaschinen GmbH factories (both hereinafter referred to as "PM") as a supplement to all the general conditions of purchase of PM in their valid version.

Packaging regulations and other terms and conditions of the supplier do not apply, even if PM has not contravened them directly.

In addition, **special packaging regulations** can be agreed in addition to the general packaging regulations between PM and the supplier, in order to define particular requirements made on the packaging. (see 7, special packaging regulations)

If a particular type of packaging has been defined, the supplier is also required, in the interests of observing quality requirements, to test the packaging, keeping cost-reducing considerations in mind, and to advise PM of any possibilities of reducing costs by means of a "suggestion for improvement". This usually leads to less pollution when determining the design of the packaging. Cost-reducing measures must be agreed with PM and applied as soon as possible.

These packaging regulations are based on:

- the German Commercial Code (HGB); in particular § 411
- German packaging regulations (VerpackV), in particular § 4
- the German regulation of banned chemicals (Chemikalienverbotsverordnung), in particular § 1

in their respective valid version

If there are any queries associated with these packaging regulations, please contact the following departments:

Department	Telephone	Fax
Supply Management	+ 49 (0) 7127 599 1248	+ 49 (0) 7127 599 6957
Incoming goods	+ 49 (0) 7127 599 331	+ 49 (0) 7127 599 692

These **General packaging regulations for suppliers** are subject to the amendment service of Supply Management in Aichtal, and are updated when necessary. If any changes are to be made to these packaging regulations, or if suggestions are to be made for their improvement, these must be directed to Supply Management in the form of a change order or suggestion for improvement (with a detailed covering note).

2 Environmental protection

Together with its suppliers, PM meets the waste management objectives laid down in the current environmental legislation according to the following environmental priorities:

- | | |
|----------------|---|
| I. Prevention | Restriction to no more than the absolutely necessary weight and volume
(Conservation of resources and reduction in need for transport) |
| II. Reduction | Use and continuous improvement of reusable packaging made of recyclable materials. |
| III. Recycling | Use of environmentally friendly, recyclable materials |

3 Types of packaging (limitation of conceptualities)

In general, the following types of packaging must be used:

- Reusable packaging
 - EUR-pallet according to UIC codex 435-2 and UIC codex 435-4
 - EUR-box pallet according to UIC codex 435-3 and UIC codex 435-4
 - special loading equipment (see 7, special packaging regulations)
- Disposable packaging
 - cardboard articles
 - one-way pallet
 - wooden crates
 - all other kind of disposable packing must be agreed with our Supply Management Dept.
- Packing material
 - edge protection
 - tapes
 - padding
 - etc.

4 Use of packaging

4.1 General

The fact that the packaging is decided upon by PM does not release the supplier from its responsibility to supply undamaged parts.

When empty packaging is sent and when goods come in, PM checks the state of the packaging. If packaging is damaged, incorrectly used or used contrary to regulations, a claim will be made. Any costs that arise (repair, data admin, handling) will be charged to the supplier.

4.2 Using reusable packaging

4.2.1 Reusable packaging is generally to be preferred unless there are good environmental or economic reasons for not doing so. As a general rule, the amount of single-use packaging is to be reduced.

4.2.2 Labels of any kind must not be stuck to reusable packaging.

Exception: self-adhesive delivery note wallet may be used

Recommendation: use reusable, clear plastic pockets for accompanying documentation

4.2.3 The reusable packaging must be delivered to PM in fully functional condition. Stricter requirements regarding the cleanliness of the packaging must be determined and met by the supplier themselves as required.

4.3 Using disposable packaging (when it cannot be returned to the original sender):

4.3.1 Labelling materials:

All disposable packaging must be clearly and visibly marked with standardised symbols (symbol and abbreviation as per DIN 6120) or symbols recognised by the waste disposal industry. The marking must not restrict the packaging's ability to be recycled.

4.3.2 Permitted materials:

For all disposable packaging, use environmentally friendly, recyclable materials that can be completely recycled:

- Disposable packaging, plastics (PE, PP to DIN 6120)
- Reusable packaging, plastics (ABS, PE, PP to DIN 6120)
- Shrink film and stretch film (PE to DIN 6120)
- Paper and cardboard, free from dangerous substances, and marked with the RESY symbol
- Wood (untreated solid wood or plywood)

Exception: see 7, special packaging regulations

4.3.3 Prohibited materials:

Packaging made of edible material (e.g. packing chips made of maize or similar edible cellulose material) is always refused by PM.

4.3.4 Combining or joining materials must be avoided or kept to a minimum, and the materials must be easy to separate again after use (e.g. iron clamps or nails in wood).

5 Product-specific packaging regulations

5.1 Field of application

These packaging regulations apply particularly to components that are delivered in their finished state. These include:

- primed, painted or coated components
- plastic components

5.2 Packing aids

5.2.1 Cushioning material (intermediate layers, lining the loading equipment, etc.)

Cardboard or paper must not be used. The components are protected with PE foil and foam film. This protection is not necessary for galvanised components. Components in their finished state must be delivered undamaged (e.g. without scratches).

5.2.2 Packing material

Plastic straps and corners can be used as edge protection.

6 Marking the packages

6.1 General

Packages are the resulting objects after completion of the packaging process.

Each package must be marked as follows:

6.2 Delivery note

A delivery can consist of several packages.

A delivery note in duplicate must be included with every delivery (the delivery note must be in triplicate if the suppliers are using their own truck).

The delivery note provides information on the type and scope of the delivery, and how it relates to PM's order. The delivery note must also contain at least the following:

- a) All information required by the German Commercial Code (HGB § 37a)
- b) Name of the supplier, the supplier's PM registration number, and sender's address
- c) Name and address of the recipient
- d) Mailing address, if different from the address that the order came from
- e) Delivery note number and date
- f) Delivery type and shipping conditions
- g) Order number / PM delivery schedule number
- h) Material description and PM material number
- i) Number of delivered parts, quantity unit
- j) Number, type and weight (gross and net weight) of the packages
- k) Net and gross weight of the entire consignment

A sample delivery note is shown in the appendix

The delivery note must contain all the necessary information in order to enable correct and fast goods receipt posting. This in turn makes checking the invoice easier. PM reserves the right to refuse the goods if any information is missing from the delivery note.

6.3 Package

6.3.1 Each package must carry a tag or sticker (see 4.2.2) in a clearly visible spot.

6.3.2 This provides details of:

- the content of the package (according to the delivery note)
- the information on the delivery note

The package that contains the delivery note must be clearly marked.

6.4 Packing unit

If a package contains different material numbers, these material numbers must be packed according to type.

This packing unit must be marked with:

- PM material number and material description
- Number of items (number of parts / number of part sets)

If the combination of different parts is ordered in the form of a part set, the part set is considered as a single-variety container.

7 Special packaging regulations

Special packaging requirements that deviate from the general packaging regulations are defined by PM and the supplier in the special packaging regulations.

This includes the following points:

- Cross-Docking: special compulsory marking and packaging of the goods (e.g. serialisation)
- Exceeding the outer contours of the prescribed packaging
- Wooden crates: wood-drying regulations set by IPPC standard ISPM no. 15
- Additions to the consignment

Existing Cross-Docking agreements remain unaffected.

8 Concluding remarks

8.1 If the supplier contravenes one or more of these packaging regulations, then the supplier will have to pay:

8.1.1 a flat **processing fee of €100 for each contravention.**

8.1.2 the complete damages that result for PM. A previous processing fee already due will be credited against any additional damages.

8.2 PM reserves the right to return the goods (with shipping charges not prepaid).

8.3 Suppliers are not released from their further legal, commercial or other responsibilities by these packaging regulations.

9 Applicable law, court of jurisdiction, severability clause

9.1 No subsidiary verbal agreements have been made. Modifications and/or supplements must be made in writing. This also applies to any waiver of the requirement for modifications to be made in writing.

9.2 The laws of the Federal Republic of Germany shall apply exclusively. In case of doubt, the German language version of any articles of agreement shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

9.3 If the supplier is a merchant, a legal person under public law or a special property under public law, then Stuttgart shall be the sole place of jurisdiction for all disputes arising from this contractual relationship, including those regarding its existence and its effectiveness, as well as for liability on a cheque or bill of exchange. PM reserves the right to bring an action against the supplier at the supplier's own place of general jurisdiction or at any other established place of jurisdiction.

9.4 If one of the provisions of these packaging regulations becomes wholly or partly ineffective, this does not affect the validity of the remaining provisions.