

# GENERAL TERMS OF DELIVERY

## I. GENERAL

1. These General Terms of Delivery apply to all goods / services sourced by companies belonging to the Gabriel-Chemie Group (hereinafter referred to as "GABRIEL-CHEMIE").
2. In principle, "deliveries of goods" or goods / services means all required types of direct and indirect purchasing management which are delivered or rendered by suppliers and / or their sub-contractors (hereinafter referred to as "SUPPLIER / SUPPLIERS").
3. The SUPPLIERS are responsible for ensuring that their delivery partners / sub-contractors are bound in full by, and unconditionally apply, GABRIEL-CHEMIE'S General Terms of Delivery, the General Terms of Purchase and the General Code of Conduct.
4. All goods must be delivered to the designated "Central Goods Acceptance Office" at the respective GABRIEL-CHEMIE site.

## II. REGISTRATION AND DEREGISTRATION AT THE AT (AUSTRIA) SITE

1. Registration- and deregistration procedures relating to deliveries of goods may only be done for the central warehouse at the Austrian site in Gumpoldskirchen. Registrations and deregistrations must be announced in writing from Monday - Thursday between 7am and 2pm or on Friday between 7am and 12 noon to [avis-at@gabriel-chemie.com](mailto:avis-at@gabriel-chemie.com).
2. Deliveries of goods which must be unloaded on a GABRIEL-CHEMIE loading- or silo ramp, or where GABRIEL-CHEMIE must generally provide unloading assistance must - in particular if it concerns a side-unloading - be notified on the day prior to the delivery at the latest (Monday - Thursday by 2pm, Friday by 12 noon) by the SUPPLIER or its delivery partner in order to coordinate the delivery. If such deliveries of goods are not announced or if they are not made on the announced day, GABRIEL-CHEMIE reserves the right to reject the delivery or accept it subject to a waiting period for the delivering party. GABRIEL-CHEMIE will not incur any additional costs or similar for any downtime which may result from this. If GABRIEL-CHEMIE incurs any additional costs because of divergences from the confirmed delivery appointment (for third party warehouses etc.), these can be charged onto the SUPPLIER. This does not affect any of GABRIEL-CHEMIE's claims for delays in deliveries.
3. If goods deliveries which have been announced cannot be made at the agreed appointment, this must also be announced in writing at least one (1) day before the delivery at the delivery site AT to GABRIEL-CHEMIE under [avis-at@gabriel-chemie.com](mailto:avis-at@gabriel-chemie.com) and to the central purchasing organisations under [corporate-procurement@gabriel-chemie.com](mailto:corporate-procurement@gabriel-chemie.com). This does not affect any of GABRIEL-CHEMIE's claims for delays in deliveries.
4. The registration / deregistration must contain the following information:
  - The name of the SUPPLIER
  - ID number (article number) of GABRIEL-CHEMIE
  - Order number of GABRIEL-CHEMIE
  - Delivery date
  - SUPPLIER's description of the article per item ordered
  - Article number of the SUPPLIER per item delivered

### **III. TRANSPORT AND DELIVERY**

1. Deliveries of goods must be made at GABRIEL-CHEMIE's AT site during the following periods only: Monday - Thursday between 7am and 2pm and on Friday between 7am and 1pm. The delivery times which are displayed and published locally apply for all other sites; alternatively, delivery times can be agreed with each of these subsidiary sites.
2. The place of performance for all deliveries of goods is the place of destination explicitly set out in the order. If no place of destination is stated, the SUPPLIER (or its delivery partner) will consult the principal at the respective GABRIEL-CHEMIE site in order to ascertain the exact place of destination and to make the delivery to such place of destination.
3. In case of goods deliveries to GABRIEL-CHEMIE, the SUPPLIER and its delivery partners / sub-contractors must comply with the provisions of the ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road) without exception. In particular, we highlight that personnel who are involved in the delivery of goods must wear adequate protective clothing. The area where goods are accepted may only be entered while wearing such protective clothing; failure to comply entitles GABRIEL-CHEMIE to refuse the delivery. Any additional costs incurred for this must be borne by the party which caused them. If a breach of this obligation results in damage, GABRIEL-CHEMIE does not accept any liability for this and the SUPPLIER must indemnify and defend GABRIEL-CHEMIE.
4. If goods are delivered using silos, the parties making the delivery must always carry a filling hose of at least twenty (20) metres' length which is appropriate for the goods delivered. If this obligation is not complied with, preferential treatment will be given to other deliverers which do comply. GABRIEL-CHEMIE will not bear any costs for any downtime which may result from this.
5. If goods are delivered on pallets, please note that these must be stacked according to the terms of Clause IV below without any overhangs / protrusions and up to a maximum loading height of two (2) metres; otherwise GABRIEL-CHEMIE may refuse acceptance or demand that the goods are rearranged at the SUPPLIER's expense. If GABRIEL-CHEMIE performs the rearrangement in the individual case, GABRIEL-CHEMIE is entitled to charge the SUPPLIER any costs according to the arm's length principle.
6. Stacking pallets of goods on top of each other is only permitted if done appropriately and will not cause any damage to the goods delivered; it is also subject to the manufacturer's permission for the respective goods delivered. Appropriate written proof must be provided to the SUPPLIER without the latter so requesting.

### **IV. PACKAGING**

1. The SUPPLIER must, at its own expense, ensure packaging which is suitable for transport and which complies with the usual industry standards. The subject matter of the contract must be packaged suitably for the type of transport and the character of the equipment for delivery in a way which complies with the applicable environmental and safety provisions in the respective country of delivery.
2. GABRIEL-CHEMIE does not accept any damaged or unstable goods or any goods which are not suitable for the type of transport. Only pallets of the types CP1, CP2, CP3 and Euro-pallets are accepted. If other types of pallets are used for deliveries (e.g. single-use pallets) without consulting and obtaining GABRIEL-CHEMIE's approval beforehand, and GABRIEL-CHEMIE still accepts the delivery, GABRIEL-CHEMIE is entitled to charge the costs of manipulating and disposing of the pallets on to the SUPPLIER (EUR 150 in any case).
3. The packaging must be free of defects and guarantee the usual, adequate level of protection of the goods against damage, soiling, damp and contamination of whatever kind, taking the duration of transit, any reloading and the possibility of a longer period of storage into account. Adverse effects on sensory properties of the delivered goods, such as taste and smell, must be prevented without exception.

4. The packaging must also withstand and allow manual reloading, or reloading with the help of loading aids and other transport equipment.
5. If deliveries of production materials are made, each item ordered must be packed separately and clearly labelled (irrespective of whether the item is delivered in partial deliveries or as complete deliveries).
6. The SUPPLIER is liable for all damage which arises from inappropriate or defective packaging.

## V. LABELLING

1. Deliveries of goods will only be accepted if they are accompanied by a complete set of documents. Documents may also be sent electronically to [aviso-at@gabriel-chemie.com](mailto:aviso-at@gabriel-chemie.com) before delivery is made:

*The basic delivery documents are:*

Delivery slips (2 copies), freight papers / CMR freight papers, customs papers, product-specific approvals by the SUPPLIER for stacking the pallets

*Additionally, for deliveries of production materials:*

Analysis certificates, safety data sheets and cleaning certificates for silos and hoses

*Additionally for deliveries of indirect materials:*

Technical documents, instructions for use, heat certificates in case of purchase by pallet

2. The delivery slips must be printed on one side and set out the following points clearly and legibly:

- Order number of GABRIEL-CHEMIE
- ID number (article number) of GABRIEL-CHEMIE
- Article number of the SUPPLIER per item delivered
- SUPPLIER's description of the article per item ordered
- Number of parcels per ordered item
- Volume ordered per ordered item
- Volume delivered per ordered item
- Batch number per parcel

3. Each parcel must be labelled clearly with the following information at the time of delivery:

- Order number of GABRIEL-CHEMIE
- ID number (article number) of GABRIEL-CHEMIE
- Article number of the SUPPLIER per item delivered
- SUPPLIER's description of the article per item ordered
- Using a barcode: article, batch number and weight
- Production date

## **VI. QUALITY CONTROL**

1. In case of deliveries of production materials, GABRIEL-CHEMIE generally accepts one, or a maximum of two, batch numbers per order. However, the SUPPLIER must take all steps to ensure that only one batch is delivered per order. If this is not possible, the SUPPLIER must state this clearly in its order confirmation. If GABRIEL-CHEMIE does not object to this order confirmation in writing, more than two batch numbers can be delivered. This does not apply to silo deliveries by lorry, where only one batch may be delivered.
2. GABRIEL-CHEMIE is entitled to keep goods which do not comply with its quality standards (as well as wrongly delivered goods etc.) in a locked warehouse for inspection / collection for a maximum of fourteen (14) days after notifying the SUPPLIER; after this period has expired, it may scrap the goods. Any costs of manipulation and disposal will be charged to the SUPPLIER.

## **VII. PROCEDURE IN CASE OF NON-COMPLIANCE**

The SUPPLIER must indemnify and defend GABRIEL-CHEMIE if these General Terms of Delivery are not complied with. In particular, GABRIEL-CHEMIE is entitled to charge any additional expenses and/or subsequent works on to the SUPPLIER at official hourly rates.

## **VIII. GENERAL TERMS OF PURCHASING**

These General Terms of Delivery are an integral part of the General Terms of Purchase of GABRIEL-CHEMIE. If there are any discrepancies between the English and German versions of the General Terms of Delivery, the German version will prevail.