

## Transport and Packing Regulations of Würth Industrie Service GmbH & Co. KG ("WIS") for suppliers located in America and Asia

### I Scope of application

(1) The Transport and Packing Regulations (TPR) of Würth Industrie Service GmbH & Co. KG (WIS) are a component of the agreement for all individual orders. If the supplier or its vicarious agents culpably breach the provisions of the TPR of WIS, WIS can claim a blanket processing fee of EUR 100.00 per defect.

(2) The Incoterms in accordance with INCOTERMS 2010 between suppliers and WIS are as follows:

- for ocean freight: DAP Hamburg
- for air freight: FOB

### II Address of the recipient

(1) The address of the recipient shall be stated in the order and is to be applied for the respective order item to the shipping documents as well as commercial invoice.

(2) The four-digit stock location as well as the building numbers may vary and are to be taken into consideration by the suppliers. If there are several orders with different stock locations / building numbers and the same delivery date, these are to be packaged separately and furnished with the relevant shipping documents.

### III Packaging of products / label / cardboard packaging

(1) The goods must be packaged in accordance with the packing unit stipulated by WIS in the order. The order form of WIS shall indicate the packing unit, which shall comply with the maximum last five digits of the WIS material number. Different batches may not be mixed within one packing unit.

(2) Each packing unit must be furnished with the following information located on the upper side of the packing unit by means of a label or printing:

- WIS material number in accordance with WIS order tendered as well as EAN Code 128 in the following minimum size: width: 3.5 cm and height: 2.5 cm
- WIS item description in accordance with WIS order
- Packing unit in accordance with WIS order
- Manufacturing batch

(3) The contents of the individual packaging must correspond to the label.

(4) The product packaging must:

- be designed for robotic handling
- be anti-slip
- be liftable by means of a vacuum end effector on the upper side
- be sufficiently stable that additional outer packaging can be waived
- be made of primary fibre board (kraftliner or semi-chemical)
- be filled to maximum
- be sealed all around with an adhesive strip at least.

For oily goods, a plastic bag must also be used.

### IV Selection of the right packages / sorting / batch

(1) The supplier must ensure suitable packaging that is safe and secured for transport (§ 411 Commercial Code ("HGB")). Transport damages that are not accepted by insurers because of unsatisfactory packaging shall be charged to the supplier.

(2) Goods shall be delivered on euro pallets.

(3) The maximum number of items per euro pallet is five. Different articles must be arranged horizontally in layers. Different articles must be distinctly separated by means of anti-slip mats. The heaviest items are to be placed at the bottom of the pallet.

(4) Delivery items weighing 90 kg or more are to be packed on a separate euro pallet.

(5) Mixed pallets are to be labelled as "Mixed pallet" by means of a yellow label on the top of the pallet. Pallets carrying a single product type are to be labelled as "Single product pallet" by means of a green label.

(6) Undamaged, new euro pallets are to be used. Euro pallets must comply with Class A in accordance with EPAL classification.

(7) Damaged euro pallets are not permitted.

(8) The height of the loaded euro pallet including the height of the euro pallet may not exceed 75 cm. Protrusions from the basic dimensions of the euro pallet are not permitted.

(9) The maximum weight of a pallet is 950 kg.

(10) Pallets must be stackable.

(11) Other loading equipment is permitted only for overlong goods. For articles with a length of more than 115 cm, the supplier must select load carriers and packaging that will ensure safe and secured transport.

(12) Threaded rods with a length of up to 115 cm must be secured with wooden stacking frames and a closed floor (e.g. cardboard packaging lining).

(13) An order item may not be spread in partial quantities across multiple packages, if the entire quantity fits on to a single pallet.

(14) Anti-slip mats are to be placed between the pallet and the articles as well as between the individual article layers.

(15) The goods are to be delivered in single batches. Different batches of one order item must be packed in separate packages.

(16) Delivery of partial quantities is to be avoided. Exceptions must be coordinated with the purchasing agent in charge before delivery. Partial quantities are not permitted for orders with stock locations 2398 (weighing station) and 2399 (finishing).

(17) When delivering partial quantities it must be ensured that at least one packing unit is provided

(18) Deliveries must be made in appropriate packing units. Partial quantities in inappropriate packing units that are attached to the shipment shall not be compensated by the supplier.

### V Purchase of pallets and wooden stacking frames

(1) Should the supplier require euro pallets and/or wooden stacking frames, it can obtain these via Würth Logistics AG at the following contact details:

- Email: [nicolas.waibel@wurth-logistics.com](mailto:nicolas.waibel@wurth-logistics.com)

### VI Accompanying documents, documents and labelling of packages for pallet and package shipments

(1) The supplier shall prepare one packing slip for the entire shipment as well as one packing list per package. The shipment details specified below on the packing slip and packing list are identical. The only difference is that the packing slip contains information on all items of the entire shipment and the packing list contains details only on the items of the relevant package.

(2) The packing slip and packing list are to be issued in German or English. No other languages are permitted.

(3) The packing slip / packing list shall contain:

Header data:

- Supplier number
- Supplier number and any shipment number tendered as well as EAN Code 128

- WIS stock location
- Pallet number or other clear reference to package (e.g. 1/4, 2/4, 3/4, 4/4).

Item details:

- WIS order number tendered as well as EAN Code 128
- WIS order item
- WIS material number
- Batch number
- WIS article description
- Delivery quantity
- Number of packing units per item
- Weight of item
- if applicable to the product: Expiration date or date of manufacture in conjunction with the storage period
- for hazardous materials: Hazardous materials class, UN number or packing group.

(4). It must be indicated by means of pallet number or other clear reference on the package that the shipment contains multiple related packages (e.g. 1/4, 2/4, 3/4, 4/4).

#### VII Origin of goods

(1) The supplier is obliged to provide the origin of the goods by means of Certificate of Origin Form A.

(2) If the supplier breaches the aforementioned duties, it shall bear the costs for all expenditure and damages, as well as all disadvantages (e.g. subsequent demands for foreign import duties, fines) that WIS incurs. This shall not apply if the breach of duty is not the fault of the supplier.

#### VIII Notification of shipment / documents / handling

(1) Notification of shipment shall be sent to the logistics service provider Würth Logistics AG (WüLo).

(2) The contact details of WüLo for suppliers located in North and South America are:

Ms. Ryan Mc Grath  
Würth Logistics USA Inc.  
4935 W 86th-Street  
US-46268 Indianapolis  
Phone: (+1) 317 220 1067  
Email: [ryan.mcgrath@wurth-logistics.com](mailto:ryan.mcgrath@wurth-logistics.com)

(3) The contact details of WüLo for suppliers located in Asia are:

Mr. Hans Gomes and Mr. Divaagar Parameswaran  
Würth Logistics Asia-Pacific Sdn. Bhd.  
Lot 806, Jalan Subang 5  
Taman Perindustrian Subang  
47600 Subang Jaya  
Selangor, Malaysia  
Phone: (+60) 3 8021 0175  
Email: [asia-pacific@wurth-logistics.com](mailto:asia-pacific@wurth-logistics.com)

(4) Handling of ocean freight shall take place as described below in points VIII (5) to VIII (9).

(5) For the purposes of notification the following information and documents are to be sent by email to the email address of WüLo stated in points VIII (2) and VIII (3):

- Number of containers, pallets, weight of goods and date
- Information on takeover of the container by the supplier or presentation of the goods at the terminal

(6) The following documents are to be sent directly to WüLo to the email address stated in points VIII (2) and VIII (3) at the time when WüLo takes over the container or the goods are presented at the terminal:

- Commercial invoice with prices FOB
- Packing slip / packing list
- Ocean freight invoice (The supplier shall receive the freight invoice from WüLo. This is to be paid by the supplier immediately. The supplier shall invoice the costs at the same amount to WIS. A reference to the corresponding commercial invoice is to be produced.)
- Euro pallet invoice (the cost per euro pallet shall correspond to the amount agreed with WüLo. A reference to the corresponding commercial invoice is to be produced.)
- Certificate of Origin Form A
- Copies of the "Bill of Lading" (B/L)
- Other documents, such as 3.1 certificates

(7) WIS expects a "Telex Release" or "Sea Waybill" as a form of the "Bill of Lading".

(8) All original documents are to be sent by the supplier to WIS at the following contact details:

Gerd Deininger  
Würth Industrie Service GmbH & Co. KG  
Industriepark Würth, Drillberg  
97980 Bad Mergentheim  
Germany

(9) Shipments with the same delivery date are to be combined into one shipment.

(10) Handling of air freight shall take place as described below in points VIII (11) to VIII (14).

(11) Air freight is to be coordinated beforehand with WIS's respective purchasing agent. Approval for air freight shall be granted exclusively by WIS. No air freight may take place at WIS's expense without written approval from WIS. Costs for special freight shall be allocated in accordance with the "polluter pays" principle.

(12) For the purposes of notification, the following information and documents are to be sent by email to the email address of WüLo stated in points VIII (2) and VIII (3):

- Number of packages, weight of goods and date

(13) The goods shall either be collected by WüLo from the supplier or delivered by the supplier with an air freight carrier.

(14) The following documents are to be sent to the email address of WüLo stated in points VIII (2) and VIII (3) at the time when WüLo takes over the goods:

- Commercial invoice
- Packing list
- Certificate of Origin Form A
- Copies of the "Air Waybill" (AWB)

#### IX Hazardous materials

(1) Hazardous materials must be transported in accordance with the relevant valid transport regulations for hazardous materials

(2) The classification and labelling of hazardous substances must take place in accordance with CLP (Classification, Labelling and Packaging of substances and mixtures) / GHS (Globally Harmonised System of Classification and Labelling of Chemicals).

(3) For items with a limited shelf life, the best-before date (BBD) must be included clearly visible on the packing slip and on the product, or alternatively the date of manufacture together with the storage period. The format of the date shall be DD/MM/YYYY. Items with an expiry date must have at least 85 % of the total shelf life remaining on delivery.

(4) Basic information of chemical substances requested by WIS must be sent by the supplier to the following contact details within one working day:

- [msds@wuerth-industrie.com](mailto:msds@wuerth-industrie.com).

(5) For suppliers outside the EU, the registration process of chemicals and products shall apply in accordance with REACH (Registration, Evaluation, Authorisation and Restriction of Chemicals).

(6) Safety data sheets are to be provided in German. Should the safety data sheet (SDS) have changed in relation to the state of the last delivery, the current SDS is to be sent with the WIS material number to the following contact details:

- [msds@wuerth-industrie.com](mailto:msds@wuerth-industrie.com).

(7) Temperature-sensitive goods are to be provided in suitable containers at the right temperature.

#### **X Returns**

(1) The shipping of returns shall be done by supplier. The costs shall be borne by the originator.

(2) The need for a return shall be coordinated between WIS's purchasing department and the supplier. The supplier shall receive from WIS detailed information on the shipment, for example collection address, number of packages and shipment weight as well as the documents necessary for customs clearance.

(3) The supplier shall have 14 days from dispatch of the documents necessary for customs clearance to collect the goods. The supplier shall incur a storage fee in the amount of EUR 25.00 per day from the 15th day.

#### **XI Concluding remark**

(1) Queries about the TPR of WIS are to be sent to the following contact details:

- Email: [TUV@wuerth-industrie.com](mailto:TUV@wuerth-industrie.com)

As of: June 2018