



General delivery guidelines for IMO Group suppliers

The delivery guidelines shall apply independently from the agreed terms of delivery and are part of the contract, unless otherwise agreed.

In case the guidelines are not observed the supplier is liable for all kind of damages and will be charged with all additional costs resulting from this.

The delivery guidelines shall apply for all IMO Holding GmbH, IMO Momentenlager GmbH & Co. KG, IMO Energy GmbH & Co. KG and IMO Antriebseinheit GmbH & Co. KG suppliers. The delivery guidelines describe the principles which are based on the packaging guidelines of the IMO group and the supplementary packaging requirements for the supplier.

I. Ecological Priorities

The IMO Group fulfils together with their suppliers the waste management goals of the environmental law according to the following ecological priorities:

- a) Reduction of weight and volume
- b) Use and ongoing improvements of recyclable packaging and materials.
- c) Use of recyclable and environment friendly materials for all types of packaging; recycling on-site to avoid the return transport via the supply chain.
- d) The packaging shall be planned according to the individual part and criterion of the logistics, quality assurance, environmental compatibility and economic efficiency aspects.

II. Delivery note

- a) Each delivery shall be accompanied by a legible delivery note in duplicate.
- b) The delivery note shall include the following data:
 - i. The respective correct and complete IMO delivery address
 - ii. The IMO order number including the position number according to the order or the IMO NCR number
 - iii. IMO item number including quantity and unit (e.g.: piece, m, kg, etc.)
 - iv. If applicable with NCR number

III. Identification

The obligation to provide the goods with an identification number is defined in § 411 clause 2 in the HGB (German Commercial Code). The sender is obliged to provide the shipping goods with an identification number according to these guidelines.

Products on or in a loading container shall be correctly provided with an identification number and separated according to the product groups.

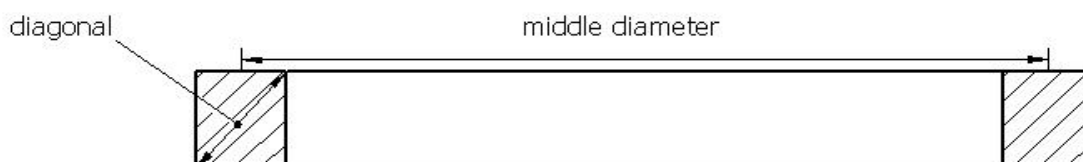
The identification of the mentioned goods is depending on specific requirements and shall include at least the IMO item number.

IV. Packaging

The packaging obligation is defined in § 411 clause 1 in the HGB (German Commercial Code). The general packaging regulations according to the HGB (German Commercial Code) shall be followed. Accordingly, the sender shall ensure that the package is protecting the goods against predictable loss and damage and that no damage can occur during the transport. For example influences of cold, warm and wet environments are predictable. Transshipping and theft are predictable.

Especially, the following points shall apply:

- a) The goods shall be protected against environmental influences and weather. It shall be ensured that the goods arrive undamaged and free of corrosion at the respective IMO company. Parts which are metallic bright shall be preserved.
- b) The goods shall not come into direct contact with the respective loading container or other goods. To avoid damages in the containers, suitable containers (e.g.: anti-slip mats) shall be used.
- c) Rings with a packaging width from 3000 mm, which are supplied with a tilted holding rack transport shall additionally be stiffened with a transport cross.
 - i. A 6 star transport cross shall be used for rings with an external diameter up to 4000 mm and a 8 star transport cross for external diameters from 4000 mm.
 - ii. A transport cross is required for rings with a packaging width up to 3000 mm which are transported with a tilted holding rack if the middle diameter is divided by the diagonal of the ring cross section larger than 10. (Please refer to picture 1).



Picture 1: Sketch - Ring

- d) Goods which are supplied on a pallet shall not overlap. The max. packaging height shall correspond to the smallest side length of the pallet.
- e) Edge protectors shall be used for goods which are secured with straps. Planks carrying the main load shall be additionally bolted to avoid lifting.

- f) Eurowire mesh boxes and pallets will be exchanged when goods are supplied.
- i. Parts for machining which have been supplied on eurowire mesh boxes or euro pallets shall be returned on the same eurowire mesh boxes or euro pallets.
 - ii. All supplied and returned euro pallets and eurowire mesh boxes are listed to control the actual state. The respective supplier will regularly receive a copy of this list which has to be verified, signed and sent back via fax to the respective company of the IMO group.
 - iii. The respective list of the sent and returned euro pallets or eurowire mesh boxes will be annually balanced by the euro pallets and eurowire mesh boxes or invoiced on the 31st of January of the upcoming year.
 - iv. Defective euro pallets or eurowire mesh boxes will not be accepted or changed.

V. Packaging material

Material	permissible material	non-permissible material
Composite material		non-permissible material
One-way packaging	PE, PP according to DIN 6120	
Reusable packaging	PE according DIN 6120	
Shrink and stretch foil	PE according DIN 6120	
Expanded polystyrene		non-permissible material
Packaging chips		non-permissible material
Paper and paper board boxes	free from dangerous substances; recyclable VCI-papers, including protective paper and paper board	with water soluble coatings or adhesives
Wood	solid wood and plywood, compressed wood or treated wood according to IPPC - standard	chipboard, coated and painted wood

VI. Truck loading

Goods of other companies have to be loaded first onto the truck loading area to ensure that IMO goods can be unloaded first at IMO.

Trucks on which IMO goods have been loaded first can be rejected or goods can nevertheless be unloaded. In case it is necessary to unload first goods of other companies to be able to unload the IMO goods and goods of other companies will be damaged or destroyed during the unloading and reloading procedure, IMO will not accept any liability except in case of gross negligence.

VII. Load securing and transportation

Transport vehicles shall be roadworthy and suitable for the transportation purpose according to the German legal regulation for securing StVZO (German Road Traffic Act) §30, StVO §22, StVO §23 and HGB/TRG (German Commercial Code/German Transport Law reform Act) §412.

Load shall be handled according to §22 StVO (German Road Transport Act):

„The load including equipment for load securing, containers and pallets shall be secured correctly to avoid tipping over, falling down, moving, rolling of the same and noise in case of emergency stops or sudden emergency manoeuvres. For this, the technical rules shall apply.

Load securing possibilities shall be available corresponding to the transport purpose according to the VDI (The Association of German Engineers) directive 2700 ff.

VIII. Delivery addresses and times

The latest delivery addresses and times are available on our website: www.imo.de.

Goods will be accepted only within the delivery times.

IX. Exception

In case the specific packaging requirements are deviating from this packaging regulations, the deviation shall be discussed with the respective company of the IMO group.

Deviations from this binding packaging regulations shall be authorised in written by the IMO group.

X. Liability

The sender (supplier) shall be liable for any infringements of these regulations or any other relevant legal regulations according to § 414 HGB (German Commercial Code).

Further compensation claims by IMO shall remain hereof unaffected.

XI. Validity

The aforementioned conditions shall apply for all deliveries to the IMO group. Contradictory or deviating terms and conditions of our supplier/contractual partner to the above mentioned conditions are void, unless otherwise agreed on their validity in writing. In case individual regulations of these conditions are void, the validity of the other regulations remains hereby unaffected.

In case of any disputes, only the German version is legally binding.

XII. Applicable Law

The law of the Federal Republic of Germany shall apply; the application of international conflict law and the UN Convention on Contracts for the International Sale of Goods (CISG) are excluded.

XIII. Place of Jurisdiction

Place of Jurisdiction for the parties to this contract and for any disputes, if permissible is Nuremberg.