

# General Delivery Instructions of the IMO Group for Suppliers

The delivery specification is valid irrespective of the agreed delivery conditions and is an integral part of the contract, unless otherwise agreed in individual cases.

In the event of non-compliance with this provision, the supplier shall be charged with all additional costs incurred or held liable for any damage of any kind that occurs.

The delivery instructions apply to all suppliers of the IMO group. It describes the principles on which the packaging planning of the IMO group is based and the requirements for the supplementary use of packaging on the part of the supplier.

## **I. Ecological priorities**

Together with its suppliers, the IMO group fulfils the waste management objectives of environmental legislation according to the following ecological priorities:

- a) Limitation to what is necessary in terms of weight and volume (conservation of resources and reduction of transport volume).
- b) Use and continuous improvement of recyclable packaging made from recyclable materials.
- c) Use of environmentally compatible, recyclable materials for all types of packaging
- d) Recycling as close as possible to the point of origin in order to avoid return via the supply chain and the associated transport costs.
- e) The packaging must be planned specifically for each part according to the aspects of logistics, quality assurance, environmental compatibility and economic efficiency.

## **II. Delivery note**

- a) Each delivery shall be accompanied by a delivery note in duplicate, clearly legible.
- b) The delivery note must contain at least the following data:
  - i. Respective correct and complete IMO delivery address,
  - ii. IMO order number incl. item number according to order,
  - iii. IMO article number with quantity incl. unit (e. g. piece, m, kg, etc.),
  - iv. With NCR number, if applicable,
  - v. Order number and delivery note number in the form of an EAN barcode.

## **III. Labelling**

The CMR freight law regulates the labelling obligation. According to this provision, the consignor is obliged to mark the goods to be loaded.

Products on or in loading equipment shall be properly labelled and separated from each other according to product groups and batches.

The extent of the marking of the goods depends on the requirements and must at least be marked with the IMO article number.

The quantity delivered must be verifiable without re-sizing the goods.

#### IV. Packaging

The CMR freight law defines the obligation to pack. The general packaging regulations according to the Commercial Code must be followed. Accordingly, the sender must pack the goods in such a way that they are protected against foreseeable loss and damage and that no damage occurs to the carrier. Foreseeable events are, for example, the effects of cold, heat, moisture, transshipment and theft.

In particular:

The goods must be protected against weather and environmental influences.

- a) It must be ensured that it arrives at the IMO group rust-free and undamaged. Metallically processed parts are to be preserved according to the VCI method.
- b) The goods must not be brought into contact with the respective loading equipment or with other goods. Suitable loading aids (e.g. anti-slip mats) must be used to prevent damage inside the containers.
- c) If the goods are delivered on pallets, make sure that they do not protrude beyond the edge of the pallet. The maximum packaging height corresponds to the smallest side length of the pallet.
- d) If the goods are secured with strapping, edge protectors must be used.
- e) Boards loaded by the strapping must be additionally bolted against possible lifting.
- f) Euro - Box pallets and pallets are exchanged on delivery.
  - i. For parts to be processed which were delivered on Euro pallet cages or on Euro pallets, the same load carrier must be used for the return transport.
  - ii. Defective Euro pallets or Euro pallet cages will not be accepted and will not be exchanged.

#### V. Packaging materials

Material	Approved material	Non approved material
Composites		not permitted
Disposable packaging	PE, PP according to DIN 6120	
Reusable packaging	PE according to DIN 6120	
Shrink and stretch films	PE according to DIN 6120	
Expanded polystyrene (Styrofoam)		not permitted
Packaging chips		not permitted
Paper and cardboard	free from harmful substances; VCI papers that are demonstrably recyclable together with paper/cardboard as protective paper	with water-soluble coatings or adhesives
Wood	Solid wood and plywood, pressed wood or treated wood according to	Chipboard, coated and lacquered wood

Preservatives shall be approved by the IMO Environment and Safety Division.

#### VI. Test certificates

For material for which test certificates have been requested, these certificates must be attached to the delivery note. In addition to this, the test certificates must be sent in digital form to the following e-mail address: **EK\_PU@imo.de**

The number of pieces on the test certificates must correspond exactly to the quantity delivered or the quantity on the delivery note. There must be no discrepancies between the quantities on the certificates and the quantity actually delivered.

## **VII. Notification of readiness for dispatch for EXW/FCA deliveries from EU Member States**

For all shipments/orders delivered with the Incoterm "EXW or FCA location supplier" - to the German IMO group locations, the following shipping regulations apply with immediate effect. Compliance is mandatory with immediate effect.

The above-mentioned shipments must be registered using the notification of readiness.

You can download this form here:

<https://www.imo.de/en/contact-service-center/information-for-suppliers>

Send the completed notification of readiness for dispatch via email to:

**EK\_PU@imo.de and versand@imo.de.**

No processing can take place without a completely filled in notification of readiness for dispatch sent in advance.



## **VIII. Truck loading**

During delivery, it is not permitted to position third-party goods in the truck in front of the IMO group's goods, which must first be unloaded before the goods intended for the IMO group can be unloaded.

Vehicles loaded in this way shall, at the IMO group's discretion, be rejected or unloaded anyway. If the 2nd alternative is chosen and damage or destruction of foreign goods occurs due to the need for reloading, the IMO group shall only be liable for this in cases of intent.

## **IX. Securing and transporting the cargo**

The delivering vehicles must be roadworthy and suitable for the intended use in accordance with the CMR freight law.

Load securing facilities must be available in accordance with the intended use, taking into account VDI 2700 ff.

## **X. Delivery addresses and delivery times**

The current delivery addresses and delivery times can be found on the Internet at:

<https://www.imo.de/en/contact-service-center/information-for-suppliers>

There is no goods acceptance outside these opening hours.



## **XI. Exemption**

Should specific packing requirements deviate from this packing instruction, coordination with the respective IMO group is required.

Deviations from this binding packing instruction require a written exemption from the IMO group.

## **XII. Liability**

In the event of a violation of these regulations, as well as other relevant legal provisions, the shipper (supplier) is referred to the legal liability of the CMR freight law.

Further claims for damages on the part of IMO shall remain unaffected.

### XIII. Validity

The above terms and conditions shall apply to all deliveries to the IMO group. Any terms and conditions of the supplier conflicting with or deviating from these terms and conditions of delivery shall not apply unless IMO group has expressly agreed to their validity in writing. Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions themselves.

### XIV. Applicable law

The present agreement shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

### XV. Place of jurisdiction

The place of jurisdiction for all legal disputes arising from this agreement is, as far as permissible, the Regional Court of Nuremberg.

IMO Group	Supplier
IMO GmbH & Co. KG Imostrasse 1 91350 Gremsdorf	Company: _____ Adress: _____ _____
Name: _____ Job title: _____	Name: _____ Job title: _____
Place, date: Gremsdorf, _____ Signature: _____	Place, date: _____ Signature: _____