

# **Delivery and Packaging Guidelines for Deliveries to KOMSA's Logistics Department**

*(As of 1 November 2010)*

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# 1 General Provisions

## 1.1 Extent of Validity

The Guidelines, as amended from time to time, are a binding part of the Terms and Conditions of Delivery and the basis for all deliveries in consequence of orders, agreed returns and pick-up orders that are addressed to KOMSA Kommunikation Sachsen AG and its associated companies pursuant to Sect. 15 et seq. German Companies Act (AktG) (hereinafter called KOMSA). The consignor is aware that the latest version can be viewed and retrieved on the home page [www.komsa.com](http://www.komsa.com). It is hence deemed published. Upon request KOMSA Kommunikation Sachsen AG sends the consignor the version current at a time.

## 1.2 Scope of Application

The Guidelines shall apply to all consignments that are delivered to KOMSA. Any deviations from these Delivery Guidelines shall be agreed upon without exception with KOMSA's logistics department. In case of non-compliance with the Guidelines, KOMSA reserves itself to correct deviations itself or to have them corrected according to the Guidelines and at the expense of the consignor, and to charge such corrections in the form of a processing fee, cf. Sect. 8.

## 1.3 Definition of Terms/Explanations

### 1.3.1 Delivery in Consequence of an Order

Deliveries in consequence of orders take place according to the respective contractual agreements. Without any order from KOMSA, no delivery of goods from companies will be accepted.

### 1.3.2 Delivery in Consequence of a Pick-Up Order From KOMSA

In case of a delivery in consequence of a pick-up order a forwarding agency is charged with the pick-up transport. The terms will be agreed upon with the respective customer in advance. Details, such as to what extent the consignment to be picked up will be examined during take-over, are clearly regulated in the forwarding contract. In general, these Guidelines are binding for packaging and preparation, too, i.e. pick-ups shall be handled like general deliveries.

### 1.3.3 Euro-Pallet

The pallet form flat pallet EUR-1, which corresponds to the European four-way flat pallet made of wood with the dimensions 800 mm x 1200 mm, UIC Code 435-2/EUR-1, is accepted as a euro-pallet. Its condition has to meet the requirements described in the UIC leaflet 435-4.

### 1.3.4 One-Way Pallet

Wood pallets with the dimensions 800 mm x 1200 mm are accepted as one-way pallets. One-way pallets are not exchangeable.

### 1.3.5 Consignment

A consignment is a delivery of a consignor to a point of destination effected by a carrier. A consignment can consist of one or several consignment units whereby it is irrelevant if the latter are parcels or pallets.

### 1.3.6 Consignment Packaging

The consignment packaging is the transport-safe packaging in which the entire consignment or single consignment units are delivered (delivery units), e.g. delivery of electronic articles per pallet which are packed in a pallet carton and wrapped.

### 1.3.7 Article Packaging

The article packaging is the packaging of the article as such. This packaging can be packed in further secondary packaging, so called packing units. Where appropriate, an article packaging can also be a consignment packaging if it constitutes a transport-safe packaging, e.g. the packaging of a Multimedia Center.

## 1.4 Delivery Times

Deliveries to the points of destination as stated in Sect. 1.5 can take place from Monday to Friday from 6 a.m. to 8 p.m. Exceptions to this are the points of destination Wittgensdorfer Höhe 2, D-09228 Chemnitz, OT Wittgensdorf – deliveries to this object can take place from Monday to Friday from 7.30 a.m. to 8 p.m. – as well as the point of destination Niederfrohaer Weg 2, D-09232 Hartmannsdorf. Deliveries to this object can take place from Monday to Friday from 7 a.m. to 4 p.m. Deliveries outside these times are only possible if a delivery according to the Guidelines was not possible due to KOMSA's fault, or in exceptional cases that have been agreed upon with KOMSA Logistics' incoming goods department.

## 1.5 Delivery Addresses

Deliveries have to be sent to the exact delivery address (point of destination) indicated by KOMSA (or its partners) in the order or the pick-up order. In case of a deviating delivery address the delivery will not be accepted.

The following delivery addresses are to be distinguished.

KOMSA Kommunikation Sachsen AG Objekt Beta Niederfrohaer Weg 1 D-09232 Hartmannsdorf	KOMSA Kommunikation Sachsen AG Objekt Zeta Mühlauer Str. 12 D-09232 Hartmannsdorf
KOMSA Kommunikation Sachsen AG Objekt Gamma Ernst-Lässig-Str. 5 D-09232 Hartmannsdorf	KOMSA Kommunikation Sachsen AG Objekt Kappa Wittgensdorfer Höhe 2 D-09228 Chemnitz (OT Wittgensdorf)
w-support.com GmbH Niederfrohaer Weg 2 D-09232 Hartmannsdorf	

## 2 Documents

### 2.1 For National Freight Traffic

#### Accompanying Documents

The minimum information required are:

- a) Name of the carrier
- b) Consignor
- c) Sender (if the delivery is effected by an executing carrier)
- d) Consignee (cf. Sect. 1.5)
- e) The common designation for the kind of goods and the kind of packaging, in case of dangerous goods their generally accepted designation
- f) Weight
- g) Amount and kind of load carriers used
- h) Safety installation numbers (e.g. seals)

### 2.2 For International Freight Traffic

#### Consignment Note

The consignment note shall contain the information as determined by the CMR.

The carrying and handover of the original consignment notes take place pursuant to the provisions set out in the CMR.

### 2.3 Supplier's Delivery Note

Every consignment shall have a delivery note of the supplier enclosed. The delivery note shall either be attached at the long side of a carton or a pallet in a clearly visible manner and with a clear indication (e.g. "DELIVERY NOTE"), or handed over to KOMSA's logistics department as an attachment to the accompanying documents.

The minimum information required are:

- a) Delivery address
- b) Date of Delivery
- c) Supplier
- d) Consignee; Reference 1 if applicable
- e) Order number/call-off number of the consignee or RMA
- f) Consignee's article number and article name
- g) Total number of units sent with the delivery, outstanding amounts if applicable
- h) Content (kind & amount) per delivery unit/delivery sub-unit/bundle
- i) Number of packages/pallets

If the delivery consists of several consignment units, a corresponding "parcel contents list" shall be included in every consignment unit. This contents list refers directly to the respective consignment unit.

### **3 Delivery**

#### **3.1 Delivery of Parcels**

##### **3.1.1 Delivery Units**

In case of a consignment size of 1-20 units, delivery can be made individually. Starting from 21 consignment units or from half a pallet volume (basic dimensions of half a euro-pallet and a packaging height of 100 cm) delivery shall be made on euro-pallets or on one-way pallets (basic dimensions 800 mm x 1200 mm).

##### **3.1.2 Weight Distribution**

Individual consignment units (parcels) are only accepted up to a maximum weight of 30 kg. Starting from a weight of 31 kg, the consignment units shall be delivered on one of the pallets named in section 3.1.1.

#### **3.2 Delivery of Pallets**

The delivery shall be made on undamaged euro-pallets or one-way pallets with the measurements of a euro-pallet. Packages shall be prepared in such a way that an access to the contents is impossible without leaving externally visible traces (wrapping with film or shrink film, straps, etc.). The film may not be fastened with knots at the bottom of the pallet.

Packaging dimensions:	Width:	800 mm
	Length:	1200 mm
	Maximum Height:	1150 mm

Pallets may not be over-packed at any point. A sufficiently thick piece of cardboard shall be put between each layer of a pallet. A prohibition to stack a pallet shall be clearly labelled at the outside of the pallet.

#### **3.3 Delivery of Sea Containers/Entire Truckloads<sup>2</sup>**

The respective container/truck shall be announced via e-mail or via telephone to KOMSA Logistics' incoming goods department at least two working days before delivery with a precise time specification, if no delivery date has explicitly been declared. All accompanying documents of the delivery are handed over parallelly to the transport. The transmission of the serial numbers (see also Sect. 6) per delivery is done electronically, e.g. in an Excel or txt-format, before the delivery. Deviating file formats shall be agreed upon in advance.

## 4 Packaging and Labelling

### 4.1 Consignment Structure

The content of consignment units (parcels or pallets) shall be non-mixed, i.e. contain the same items. Deviating arrangements shall be agreed upon separately.

Pallets shall principally be delivered in the form of single item pallets each containing the same amount of items. In case of remaining quantities mixed pallets with a corresponding clear labelling are possible.

### 4.2. Packaging of Packing Units/Bundles

Articles shall be packed and delivered in such packing units/bundles as agreed upon in the order. Each delivery unit/delivery sub-unit is to be secured against shifting and damage with a covering box, shrink film and/or package band.

The goods shall be delivered in constant, controllable quantities (delivery unit and delivery sub-units). The same amount of individual articles shall always be packed and delivered in one carton. The respective contents of a delivery sub-unit (kind and amount) shall be designated via a contents list in the carton or via a labelling at the outside of the carton.

### 4.3 Packaging Material

All materials used shall comply with the legal provisions. This particularly applies with regards to licensing, labelling, etc.

Cardboard Packaging: Corrugated cardboard/cardboard packaging with recycling guarantee, labelling only with environmentally compatible colours
Film: With indication if containing PET, PP
Strapping: With indication if containing PET, PP
Cover boards / slabs / boxes: Untreated natural wood or treated with non-toxic substances for pest control
Fillers: Only recyclable materials, e.g. corrugated cardboard, bubble wrap Foam plastics (e.g. polystyrene) are excluded.

Adhesive labels may not obstruct the recycling process.

Before using synthetics it shall be weighed whether solutions with corrugated cardboard, fibre form cushions made of waste paper, cardboard, etc. serve the same purpose.



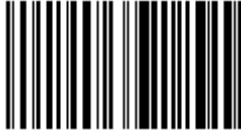
#### 4.4 Manner of Packaging and Labelling

The supplier shall package the goods in such a way that they are protected against loss and damage and that third parties do not suffer any damage either.

A packaging suitable for the product or manner of shipment shall be used.

Every consignment unit shall be tagged with a label containing the following information.

Label at the carton/pallet with the information:

Consignor:	< Name 1 > < Name 2 > < Contact Person > < Street/Road >  < Post Code > < City/Town/Village >
Recipient/Reference:	KOMSA Kommunikation Sachsen AG < Orderer > or < Reference >
KOMSA Order Number:	 <b>170012345</b> (Code 128)
Supplier's Delivery Note Number:	 <b>4811992200</b> (Code 128)
KOMSA Article Number	MG-ER-B123
Contents (Pieces)	100 Pieces
Contents (Packing Units)	10 Packing Units With 10 Pieces Each
Pallet/Package	1 of 10
Pallet Number/Parcel Number (Number of the S Unit)	 <b>123456789</b> (Code 128)

#### 4.5 Sealing

The entire packaging of a delivery shall be sealed in such a way that it does not open by itself even when under heavy stress.

All safety devices for goods, consignments or delivery vehicles, e.g. seals, shall be attached in such a way that they are clearly visible and legible. Safety installations shall be recorded with numbers in the accompanying documents or consignment notes.

## **5 Data Interchange**

### **5.1 Serial Numbers/MAC Addresses**

Should the goods/articles to be delivered have serial numbers and/or MAC addresses then these should be reproduced clearly visible and recognisable at the side of a pallet and directly on the devices and the secondary packaging. The serial numbers/MAC addresses shall be stated unambiguously (no special characters or doubling) and in the form of scannable bar codes and human readable writing.

In case of deliveries of more than one package (pallet/carton) the serial numbers per package have to be provided.

Serial numbers/MAC addresses shall principally be provided to KOMSA in an electronic form, e.g. in an Excel or txt-format, before delivery of the goods. This can be done via e-mail to [logistik-we@komsa.de](mailto:logistik-we@komsa.de) containing an unambiguous reference to the delivery (consignor of the goods; delivery note number) and to the package (number of the pallet, parcel number of a carton) or via a provision on a standard data carrier (e.g. CD, memory card, etc.). Deviating data formats and manners of transmission, e.g. data exchange via interfaces, shall be agreed upon in advance.

## **6 Exchange of Load Carriers**

Pallets are only regarded as euro-pallets if they meet the requirements of the UIC leaflet 435-4. In case of deviations an exchange does not take place and the deficient pallet is regarded as a one-way pallet. This deficiency is recorded in the exchange receipt and shall be confirmed by the carrier.

The exchange of pallets takes place pursuant to the set of regulations "Kölner Palettentausch" (Cologne Pallet Exchange).

When a forwarding or freight contract is concluded, this shall be mentioned in the respective contract.

Regarding the exchange, delivered barred boxes are treated like a euro-pallet.

## **7 Liability**

The acceptance of goods is principally made subject to reservations. Only the amount and condition of the delivered consignment units are confirmed. The carrier confirms external damages on the accompanying documents.

Sect. 377 German Commercial Code (HGB) is explicitly excluded.

## **8 Processing Fees (cf. Other Section Stated Above)**

As stated in Sect. 1.2, processing fees are charged for subsequent works at the deliveries that deviate from these Delivery Guidelines.

Depending on the deviation, one or more amounts can be set. In case of an unacceptable deviation KOMSA reserves for itself to assess the consignment as completely deficient and to refuse acceptance.

## 8.1 Level of Fees

Deviation, general processing:	EUR 50.00
Delivery out of delivery times:	EUR 100.00
Exceedance of dimensions/amount/weight:	EUR 150.00
Deficient packaging and labelling:	EUR 100.00
Missing or deficient data:	EUR 250.00
Missing or deficient accompanying documents/consignment notes/documents of evidence:	EUR 100.00
Deviations for lack of previous agreement:	EUR 100.00
Disposal of deviating load carriers:	EUR 100.00