

Service Level Agreement (LB)

of

Conrad Electronic SE
Klaus-Conrad-Straße 1
92240 Hirschau, Germany
-hereinafter referred to as "Conrad"-



Conrad Electronic SE
Supply Chain Management
Klaus-Conrad-Str. 2
92530 Wernberg-Köblitz

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1. Preamble

The present Service Level Agreement (SLA) is a step towards improving our supplier relationships.

The objective of Conrad Electronic SE, and of any business associated with Conrad Electronic SE (see Annex 1), hereinafter collectively referred to as CE, is building a mutually beneficial business relationship with our suppliers that ensures smoothly running supply chains, to maintain high levels of customer satisfaction.

To achieve this, the present SLA outlines fundamental quality standards that need to be met to enable an uninterrupted and efficient flow of goods. In this context, CE will from now on assess, monitor and document logistics with respect to the provisions detailed in the present Agreement.

This SLA shall come into effect on **November 1, 2019**, and shall govern the delivery of goods to CE warehouses based in Wernberg-Koebnitz and Obertraubling.

The present Agreement shall be revised and updated at regular intervals, to reflect any changes in circumstances. The latest version of this Agreement, and of other applicable terms, may be obtained from SCM, or from CE Supplier Management.

This SLA shall remain in force unless the law requires otherwise.

2. General Remarks and Obligations

Suppliers must comply with all applicable laws, regulations and statutory frameworks including CE's Occupational Health & Safety Policy.

The present SLA shall apply alongside any separately agreed delivery terms and conditions, and constitutes an integral part of the Purchase Agreement.

Both parties must comply with any agreed delivery term(s) derived from the International Commercial Terms (Incoterm 2010 standard delivery: DDP). Any separate agreement must be in writing, and requires approval from CE Supply Chain Management.

The acceptance of goods will be subject to inspection with regard to quality, condition and quantity.

If the quality of the packaging, or of the delivered goods, does not conform with the present SLA, CE reserves the right to refuse the delivery. This applies to both entire shipments, and parts of a delivery.

In the event of CE nevertheless accepting nonsalable goods, the supplier shall issue a credit note, with CE returning the items.

Any changes of packaging, and of palletized or boxed content in particular, as well as of other terms agreed upon by both parties, require prior written consent by either CE Supply Chain Management or CE Inventory Management.

3. Delivery (General)

3.1 Delivery to CE Warehouse

Our General Delivery Terms & Conditions apply (available as a part of our Supply of Goods Agreements). Suppliers must ensure that all contracted freight carriers fully comply with these terms.

3.2 Delivery to CE Retail Outlets, Addresses & Contacts

An up-to-date list of the addresses of our retail outlets is available at www.conrad.de. Deliveries to each store must enclose a delivery note that complies with the specifications outlined below. Goods will be delivered to the store, with no acceptance of goods at the loading bay. Carriers must provide the appropriate transport means.

For store contacts and delivery time slots, please contact your CE Purchase Account Manager.

3.3 Sending Product Samples to CE Head Office in Hirschau

All product samples must be sent to

Conrad Electronic SE
Product Samples
c/o Mr / Ms
Klaus Conrad Strasse 1
92240 Hirschau
Germany

4. Delivery Note

4.1 Paperless Goods Inwards

We promote paperless goods inwards procedures, with all relevant information displayed as scannable GITN-14 identifiers printed on shipping boxes (see Section 7.3).

This requires labelling parcels with the CE Purchase Order No. and the CE product code, with each being expressed both as a number and a barcode.

4.2 Delivery Note Alternative

At the moment, suppliers may still include a delivery note with each shipment. The document must contain the following information:

- CE order date
- CE purchase order number (PO No. - 45.....)
- PO numbers on delivery notes must also be provided as a scannable barcode. Barcodes need to be placed below or next to the PO number.
- An itemised list of ordered products per PO number
- CE delivery address
- CE product code
- GTIN of each product
- CE product name
- Supplier name
- CE supplier number
- MPN
- Order quantity
- Delivered quantity
- Indicate whether the delivery is a partial shipment, or completes a shipment
- Number of colli (i.e. total number of pallets or parcels, or total number of unpalletized boxes, per delivery)

Delivery notes need to be placed in Document Enclosed wallets attached to the outside of boxes or pallets. If a shipment comprises multiple pallets or boxes, delivery notes need to be attached to the first trading unit. Shipments spread across multiple HGVs need to provide one copy of the delivery note per transport vehicle.

Shipments of perishable goods must state the goods production date, shelf life and expiry date on both delivery notes and product packaging.

5. Delivery Note

Packaging must protect products against dust, dirt and damage caused by mechanical shock as a result of impact, drop, or external pressure. Moreover, packaging must not damage other products.

- Shipment packaging must comply with ISTA (International Safe Transit Association) standards.
- Cardboard boxes need to be sealed using adhesive tape or packaging glue.
- Using strapping (metal or plastic) to seal cardboard boxes is not permitted.
- Sharp-edged and pointed objects must be prevented from piercing the packaging.
- Window packaging boxes and other types of semi-open types of packaging are not permitted.
- Packaging of individual products and secondary packaging must be kept to the minimum necessary to protect the item.
- As a rule, shipments dispatched without protective transport packaging (tertiary packaging) will be refused by CE.
- The amount of padding must be kept to a minimum. However, using loose-fill packing chips and shredded paper for padding is not permitted.

5.1 Specific Packaging Guidelines

- Any product sized 900 x 500 x 500 mm (L x W x H) or above must be packed in a way that allows shipping via freight carriers or parcel delivery services without the need for additional packaging.
- Packaging labels must be easily visible.
- Examples of packaging labels:



- Soft goods need to be folded and shipped in boxes.
- Round packaging and packaging of non-conveyable pieces must be modified to enable conveyability.

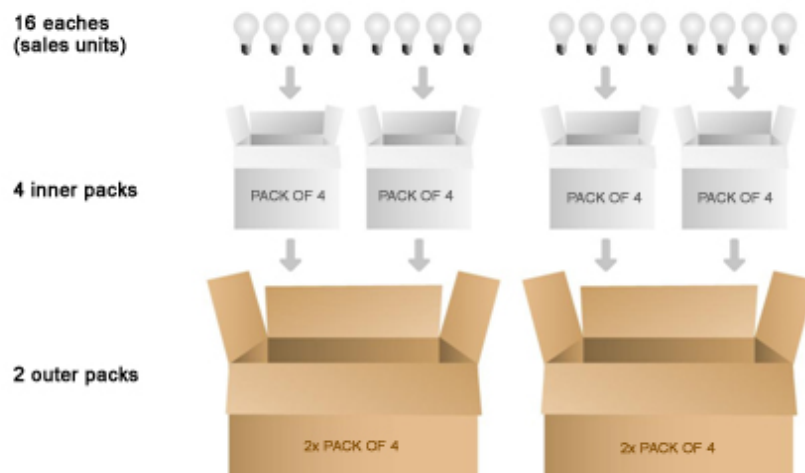
5.2 Structure of Packaging

Goods must be shipped in compliance with the agreed packaging structure, comprising

outer pack (master carton)

inner pack

sales unit/each



5.3 Packaging Sizes

- Length (in mm) of a sales unit/inner pack/outer pack refers to the longer side of the bottom of the item/pack, under the assumption that a full pallet load of outer packs will be shipped.
- Width (in mm) of a sales unit/inner pack/outer pack refers to the shorter side of the bottom of the item/pack, under the assumption that a full pallet load of outer packs will be shipped.
- Height (in mm) of the sales unit/inner pack/outer pack refers to the vertical dimension of the item pack, under the assumption that a full pallet load of outer packs will be shipped.
- Outer pack (master carton) sizes must fall within the following range:
 - **Min** Length: 200 mm Width: 150 mm Height: 100 mm
 - **Max** Length: 650 mm Width: 500 mm Height: 500 mm
- Outer packs (master cartons) must always
 - have identical dimensions (L x W x H)
 - contain the same number of products
 - have identical weight
- Suppliers must notify CE in electronic form of any changes in size or weight of outer packs prior to the first shipment made up of these packs. In the event of suppliers failing to notify CE, CE may charge for additional effort and time.

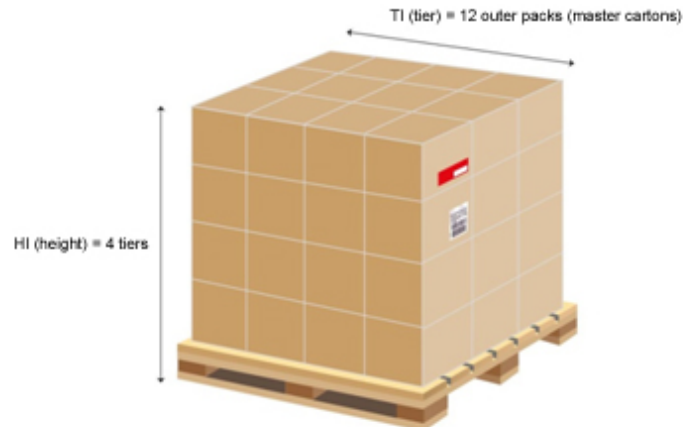
5.4 Weight

- Outer pack weight (in grams) refers to the total weight of a shipping-ready master carton, including content and necessary packaging and padding.
- The weight of a single outer pack must not exceed 20 kg.

5.5 TI-HI

- TI refers to the number of outer packs forming a tier (=layer) on a pallet, under the assumption that a full pallet load of outer packs will be shipped.
- HI refers to the number of tiers/layers (=height) stacked on a pallet, under the assumption that a full pallet load of outer packs will be shipped.

Example



- Suppliers must provide below details for each product in electronic form as they are required for product master data creation. Suppliers need to update the information once a year, or whenever necessary.
 - Sales unit/Each = 1
 - Outer pack (master carton) = 12
 - Tier of a stacked pallet = 48
 - Half pallet = 240
 - Full pallet = 480
- In addition to the details listed above, the following information must be provided:
 - pallet size (L x W x H, in mm)
 - pallet weight (in kg)
 - stackable/non-stackable

6. Delivery Guidelines

6.1 Scope

The present delivery guidelines are applicable to all present and future deliveries by suppliers to the CE-operated warehouses based in Wernberg-Köblitz and Obertraubling. CE reserves the right to request delivery to an alternative address at any time. If so, the present guidelines apply.

The present guidelines shall also apply to freight carriers contracted by suppliers. Suppliers must ensure that third party contractors fully comply with these guidelines.

6.2 Delivery Addresses

Goods are to be shipped to one of the CE warehouse addresses below:

Conrad Electronic SE
Goods Receipt
Klaus Conrad Strasse 2
92530 Wernberg-Köblitz
Germany

and

Conrad Electronic SE
c/o TransRegina Spedition GmbH
Edekastrasse 1
93083 Obertraubling
Germany

If CE should exercise its right to request delivery to an address other than above, CE shall provide the alternative address as part of the purchase ordering process.

6.3 Advance Notification

Suppliers must notify CE of each pallet shipment at least 24 hours before the delivery date, using the CE time slot management system (mandatory). Registration and access details must be requested per email (informal) from CE's Avis office, with the delivery slots to be approved by CE.

Any enquiry regarding notifications should be emailed to avis@conrad.de

In the case of shipments to be delivered to addresses other than the above, CE will provide the alternative address during the ordering process.

Moreover, delivery notification may be given by both suppliers and third-party freight carriers contracted by suppliers.

CE warehouse goods inwards opening times:

Wernberg-Köblitz warehouse

Mon – Fri 7 am – 4 pm

Obertraubling warehouse

Mon – Fri 10 am – 3 pm

(except on the days listed in Annex 3)

No, or incomplete, notification in electronic form prior to shipment may lead to CE refusing the respective delivery.

Deliveries comprising 10 parcels or less are exempt from the suppliers duty to notify if the purchase order does indeed not exceed 10 parcels, and if all parcels are delivered in one batch. Deliveries comprising more than 10 parcels must be palletized.

6.4 Loading and Transport

Suppliers/freight carriers must make sure that load is properly secured to prevent damage to goods during transport. The Safety of Loads on Vehicles Code of Practice applies.

Products with consumer/retail packaging shipped in parcels must be protected by transport packaging.

All shipments must comply with the following standards and regulations:

- CMR
- ADR
- IMDG
- IATA
- Domestic and international hazmat regulations

Freight carriers/drivers must ensure

- that all cargo area surfaces of transport vehicles are clean and dry;
- safe pallet unloading using trolley jacks;
- that transport vehicles are loaded in a way that enables rear unload. There will be no access to trailer sides to unload freight.
- that laden pallets are not stacked. No double-deck loading permitted.

6.5 Shipping Hazardous Materials

All domestic and international regulations dangerous goods/hazardous materials apply. In this context, suppliers acting as loaders or dispatchers must conform with the provisions of the Carriage of Dangerous Goods by Road, Rail, or Inland Waterway act. Suppliers shall be liable for any loss or damages caused by hazmat shipping non-compliance.

If applicable, dangerous goods must be shipped in the appropriate, officially approved packaging. Moreover, suppliers need to ensure proper cargo labelling: limited quantity (LQ) shipments need to conform with Section 3.4 of the ADR, stipulating requirements and type of labelling to be used.

In compliance with RN202 (3a) ADR, waybills or delivery notes must provide all relevant information, including UN number, hazard class, and UN packaging group. Each shipping unit containing dangerous goods must display the required hazmat labels as outlined in Section 5.2 of the ADR. Provision of the applicable water hazard class is mandatory. Suppliers are responsible for all aspects of making the transport of dangerous goods safe and secure.

6.6 Unloading and Preliminary Acceptance of Goods

The acceptance of goods at CE warehouses involves two steps, namely a preliminary acceptance (i.e. unloading, cross-referencing the number of packaging units with CMR note, waybill and transport structures), and the actual acceptance (subject to goods inspection and cross-checking of the delivery note with CE purchase order).

Preliminary acceptance procedures require the presence of the freight carrier/driver. Any damage to goods or transport structures will be recorded on the waybill.

Freight carriers/drivers splitting palletized shipments will result in the delivery being refused by CE.

HGVs must be suitable for loading bays, means possessing a cargo area at least 200 cm wide with a ground clearance of 100 to 110 cm.

CE consignments must be directly accessible for unloading. Due to safety and liability concerns, unloading and temporary storage of goods destined for parties other than CE is not permitted. CE may refuse the delivery if goods are not directly accessible. Moreover, CE shall have the right to request compensation for extra handling expenses (see Annex 2 to the present SLA).

Using light commercial vehicles (Sprinter vans etc) to deliver palletized goods requires obtaining prior consent from CE Supply Chain Management. In this case, freight carrier/drivers will have to unload the vans themselves, with the goods to be delivered on EUR/EPAL pallets.

6.7 Shipping Documents

Each delivery must be accompanied by at least one waybill, two copies of which must be provided, and a complete set of delivery notes. Missing documentation results in the delivery being refused by CE.

Freight carriers must disclose any DDU (delivery duty unpaid) goods at the barrier. Docking at the loading bay carrying DDU cargo is not permitted. Drivers need to provide waybill, delivery note(s), and any other documents accompanying the shipment, at the loadmaster's office.

Suppliers may only issue one waybill per shipment. In this context, goods covered by different delivery notes handed over to freight carriers at the same time shall also constitute one shipment.

Waybills need to contain the following information:

- waybill no. and date of issue
- supplier address
- CE delivery address
- address of freight carrier/delivery service provider
- number of pallets / parcels
- Shipping weight
- delivery note numbers covered by the waybill

6.8 Pallet-for-pallet Exchange

Palletized shipments must use swappable wooden DIN 15148 EUR/EPAL pallets sized 1200 x 800 mm. All pallets must be in pristine condition. Delivery involving damaged pallets may be refused. Pallets are considered damaged, and hence no longer usable, if

- they bear signs of damage, or decay, or are no longer capable of supporting the load;
- blocks are missing, damaged, misaligned, or out of place;
- top or bottom deckboards are missing, or have damaged edges;
- single deckboards or centre boards are broken;
- the wood is saturated with water.

Damaged pallets are no longer swappable.

CE applies a pallet-for-pallet exchange policy during . If freight carriers/drivers should choose not to swap pallets, CE shall no longer be obliged to return them. Also, CE shall not be liable for any fees charged by suppliers/freight carriers for the exchange or use of other transport structures such as gabion baskets etc.

CE will refuse any charges for pallets that have not been exchanged.

Pallet exchange and, if applicable, the lack thereof as well as any other issues regarding transport structures will be recorded on the waybill.

6.9 Non-compliance

CE will monitor compliance with delivery guidelines.

- Non-compliance will affect the outcome of supplier evaluations/appraisals.
- CE shall have the right to receive compensation for additional time and effort expended as a result of the supplier's non-compliance.
- Suppliers shall be liable for damages resulting from non-compliance.
- In the case of non-compliance, CE shall have the right to refuse the delivery. If non-compliance is discovered as a result of the inspection process preceding goods acceptance, CE shall have the right to return the delivery, with the costs to be borne by the supplier. In the case of oversupply, these costs may also include expenditure on goods-in-transit insurance necessitated by the overall value of the returned items.

6.10 Contacts

If you have questions regarding the delivery of goods, please send us an email. Our contacts:

Advance notification of shipment

Email Wernberg-Köblitz warehouse	avis@conrad.de
Obertraubling warehouse	versand.v6@conrad.de

Delivery guidelines

Email (both CE warehouse facilities)	delivery.quality@conrad.de
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6.11 Health & Safety Policy

CE's occupational health and safety policy also applies to all freight carriers operating on the premises. Policy details will be provided at registration. Freight carriers must conform with site rules, safety regulations, and follow instructions by site personnel. Offences may result in freight carriers being banned from the premises.

6.12 Pallets – Delivery & Unit Load

General

As mentioned above, palletised shipments must use swappable wooden DIN 15148-2 EUR/EPAL pallets sized 1200 x 200 mm. The height of a laden homogenous pallet must not exceed 1700 mm (includes pallet height), with a maximum weight of 600 kg including the pallet. The height of mixed product pallets, and of pallets approved for stacking, is limited to 1800 mm.

Exceptions may apply to certain types of products (e.g. 60" screen TVs), and only at the CE Obertraubling warehouse.

Goods on pallets must be contained and secured by transparent stretch wrap (film thickness: 20 µm) covering both goods and pallet. However, tying the wrap to one of the pallet blocks in the process is **not permitted**.

The opening side of the outer pack (master carton) must always face upwards.

Shipment may involve stacking of pallets if

- a) the pallets were stacked by the supplier,
- b) stacking does not result in damage to goods during transport and unloading.

Suppliers shall be liable for any damage to goods as a result of pallet stacking.

6.13 Homogeneous Pallets

As a rule, palletized shipments must be homogeneous whenever possible. Mixed product pallets are permissible only if the delivered quantities do not allow pallet homogeneity. Non-compliance will result in CE refusing the delivery. Moreover, CE shall have the right to request compensation for expending additional time and effort processing the shipment (see also Annex 2 of the present SLA).

The following palletizing patterns are **permitted**:

- Homogeneous (preferable)

A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A

A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A

B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B

B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B

C	C	C	C
C	C	C	C
C	C	C	C
C	C	C	C
C	C	C	C
C	C	C	C
C	C	C	C
C	C	C	C
C	C	C	C
C	C	C	C

- As homogenous as possible. Any surplus boxes, or boxes fulfilling small quantity orders that do not justify the use of a separate pallet should be shipped on mixed product pallets. However, in doing so, the same trade items should still be tiered like with like, and with the products requiring the largest amount of boxes being at the bottom.

A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A

A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A

B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B

C	C	C	C
C	C	C	C
C	C	C	C
C	C	C	C
C	C	C	C
C	C	C	C
C	C	C	C
C	C	C	C

E	E	E	E
E	E	E	E
D	D	D	D
C	C	C	C
A	A	A	A
C	C	C	C
A	A	A	A

Not allowed are

- multiple mixed product pallets if product shipping quantities enable homogeneous pallets

C	C	C	C
C	C	C	C
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
A	A	A	A
A	A	A	A

C	C	C	C
C	C	C	C
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
A	A	A	A
A	A	A	A

C	C	C	C
C	C	C	C
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
A	A	A	A
A	A	A	A

C	C	C	C
C	C	C	C
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
A	A	A	A
A	A	A	A

C	C	C	C
C	C	C	C
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
A	A	A	A
A	A	A	A

- multiple mixed product pallets instead of like with alike across consecutive pallets (product A/B as shown below)
- spreading small product quantities across multiple pallets (product D);
- spreading small product quantities across non-consecutive layers (products F/G)
- patterns not conforming with the heavy or large boxes first stacking rule.

(N.B. noncompliance with any of the above will result in refusal)

A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A
A	A	A	A

B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
A	A	A	A
A	A	A	A

B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B

D	D	D	D
C	C	C	C
C	C	C	C
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B
B	B	B	B

G	G	E	E
F	F	F	F
G	G	F	F
E	E	F	F
E	E	E	E
D	D	D	D

6.14 Parcel Deliveries

General

- Delivery notes must be placed in Document Enclosed wallets attached to the top of the box in a conspicuous position.
- Additional labels (cross dock identifiers etc.) must be displayed next to the parcel label.
- If shipments comprise multiple parcels, the parcels need to be consecutively numbered, also indicating the total number of parcels in the shipment (e.g. 1 of 3, 2 of 3, 3 of 3).
- Deliveries lacking proper documentation will be refused. Moreover, CE shall have the right to request compensation for expending additional time and effort.
- Parcel deliveries are limited to a maximum of 10 parcels per shipment. Deliveries comprising more than 10 parcels must be palletized.

Product homogeneity in parcel shipments

Product homogeneity also applies to parcel deliveries, to prevent extra time being spent on unpacking, sorting and repacking products. Suppliers must ensure that homogenous products are grouped accordingly, especially in the case of boxes consolidating content, to facilitate the goods receipt process.

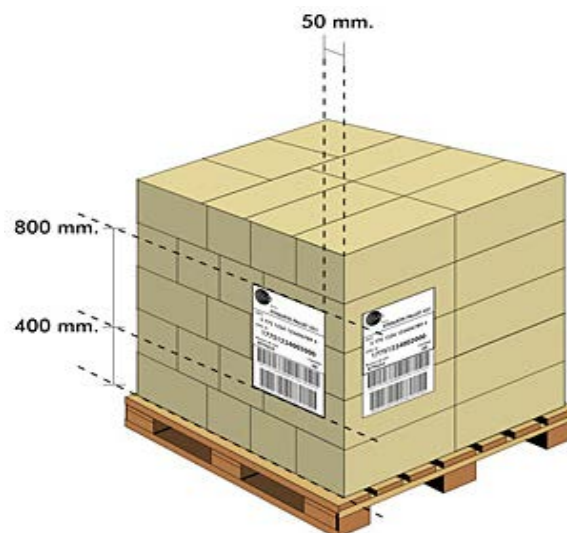
Suppliers are liable for any additional costs arising from deliveries of parcels containing heterogeneous, or insufficiently grouped, products.

As a rule, parcels need to contain homogenous products with regard to brand and product type (keep like with like, e.g. battery sizes) to enable straightforward storage.

7. Labelling

7.1 Palletized Shipments

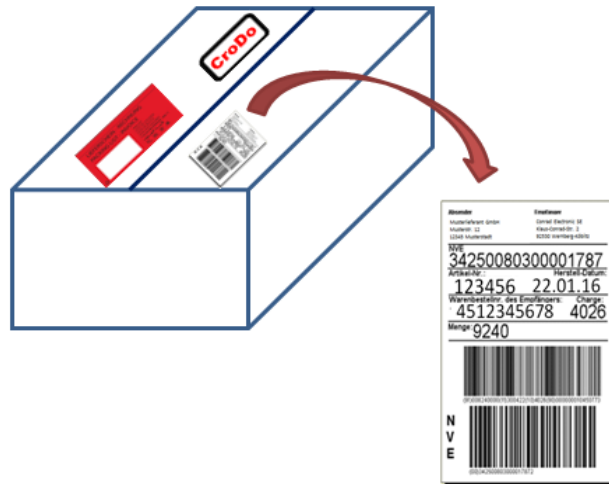
All palletized shipments need to be labelled as illustrated below. Delivery notes must be placed in easily visible Document Enclosed pockets, and attached next to the pallet label on the small sides of the first pallet of a delivery. Other labels, such as cross dock and hazmat labels, must be displayed next to the pallet label. Pallet labels use the same template as parcel labels (see section 7.2).



7.2 Parcel Shipments

All parcel shipments need to be labelled as illustrated below. Label and delivery note placed in a Document Enclosed wallet must be attached to the top side of the first parcel of a delivery. Other labels, such as cross dock or routing labels, need to be displayed next to the parcel label.

The GTIN-14 barcode provides additional information in the form of the CE purchase order number (PO no. 450....).

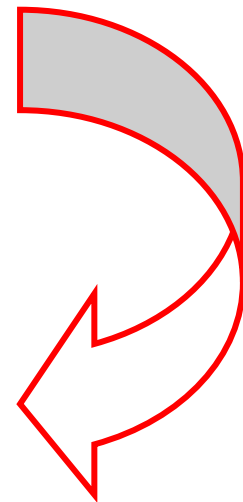
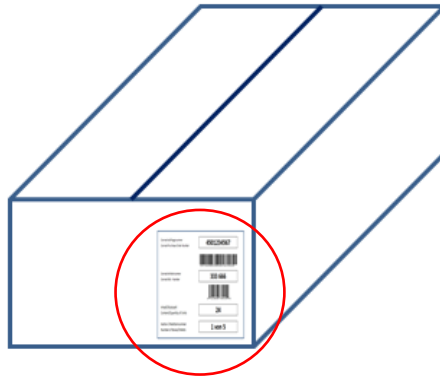


7.3 Outer Pack (Master Carton) Labelling

All outer packs must display a unique GTIN code.

Placement

GTIN codes must be placed in the bottom right corner of both side panels (smallest panel) of the box.



Layout and content

Conrad-Auftragsnummer Conrad-Purchase Order Number	4501234567
Conrad-Auftragsnummer Barcode	 <small>(01) 01234567890128 (18) 051231</small>
Conrad-Artikelnummer Conrad-SKU - Number	333 666
GTIN Lieferkarton/Artikelnummer Barcode	 <small>1 23456 78901 2</small>
Inhalt/Stückzahl Content/Quantity of Units	24
Karton-/Palettennummer Number of Boxes/Pallets	1 von 5

Label size 150 x 100 mm (preferably, not mandatory). Other standard label layouts may be used to display the content.

7.4 Sales Units/Eaches

All types of packaging (sales units/eaches, inner packs, outer packs) must display a unique GTIN code. Unless already printed directly on the packaging surface, codes must be provided in the form of removable self-adhesive labels attached to the packaging in a manner that

- enables straightforward barcode scanning
- allows residue-free removal by customers, not damaging the consumer/retail packaging in the process

7.5. Electrostatic-sensitive (ESD) Devices

All products sensitive to electrostatic discharge (ESD) must be shipped in ESD-protective packaging (e.g. ESD-safe boxes and antistatic bags) which must display the below ESD susceptibility label, or are otherwise labelled as ESD shielding material.



Using multilayered packaging other than ESD-protective wrapping is only permitted if the chosen packaging type protects sensitive products against damage as a result of both the Charge Device Model (CDM) and ESD:

- Inner pack must be made of Cat D dissipative material (e.g. pink packaging with dissipative rods)
- Additional layer of Cat C conductive packaging material (e.g. black bags)

Related standards

In addition to the above guidelines, suppliers must comply with IN EN 61340-5-3 standards.

Other applicable standards

DIN EN 61340-5-1

7.6 CE Retail Outlet Display Units

Display units (DUs) are non-functional product samples or products especially designed for promotional purposes that are used in CE retail stores at home and abroad.

Packaging of DUs must display a light green DU label. Moreover, all above labelling guidelines apply.

Example



8. Faulty Goods Returns

In commercial law, the term latent defect refers to damage to products that is not visibly detectable due to product packaging still being intact (see § 377 HGB, Germany's Commercial Code). Besides the product condition, this law also applies to the delivery of quantities and sizes other than those contractually agreed between the parties.

In the case of visibly detectable damage to products, any complaint by CE must be made in writing, and within 5 working days after the receipt of the goods. Complaints with regard to latent defects may be made at the time the faults are detected.

Suppliers repairing or replacing defect items will reset the warranty period of the product.

CE will keep faulty goods until the issue has been resolved, and will aim to do so within 3 working days. Faulty goods are returned via freight carrier or parcel delivery service providers chosen by CE, with the supplier being liable for all cost incurred.

9. Returning Surplus Goods and Discontinued Products

The purchase price of goods returned to the supplier will be automatically debited from supplier accounts 20 working days after the date the return shipment has been dispatched.

Suppliers are not entitled to refuse returns on grounds of

- goods displaying CE warehouse and electronic article surveillance labels;
- goods displaying GTIN labels;
- single products/eaches, or
- consolidated goods (e.g. screws and matching nuts) being returned.

If, under very limited circumstances, goods return requires the issuance of Return Merchandise Authorisation (RMA), suppliers must provide a

- supplier contact name,
- supplier contact phone number,
- supplier contact email.

CE will only agree to returns involving RMA if issued RMA numbers are valid for **at least** 30 working days.

In the case of entire product stocks being returned, both parties agree that the actual quantities inventoried at the warehouse may exceed, or fall short of, the RMA quantities by no more than 10 percent.

Transport structures (e.g. pallets, boxes) may contain heterogeneous products. Goods will be protected by bubble wrap bags or crumpled packing paper. Goods returned on pallets will be secured and protected by stretch wrap.

Each agreed return shipment will include a CE delivery note, with palletized returns also including a waybill.

Transport structures will not be labelled to any other extent. Moreover, CE will not grant supplier requests for packaging different from the above.

Generally, goods will be **returned to the supplier** using a freight carrier/delivery service provider chosen by CE, with the costs borne by the supplier. If applicable, these costs may also include expenditure on goods-in-transit insurance necessitated by the overall value of the returned items. Returns do not involve collection by suppliers.

10. Goods Returns Covered by Supply of Goods Agreements

As stipulated in existing Supply of Goods Agreements, CE shall have the right to return faulty, incomplete and damaged goods to the supplier. Return deliveries will be issued with a CE Goods Return number (Ret No 48...), with the goods being shipped either in parcels or on pallets. Generally, goods will be returned to the supplier using a freight carrier/delivery service provider chosen by CE, with the costs borne by the supplier. If applicable, these costs may also include expenditure on goods-in-transit insurance necessitated by the overall value of the returned items. Returns do not involve collection by suppliers.

Returns of defective goods will, where possible, include a statement describing the defect or malfunction. Otherwise, the goods will simply be labelled as defective. CE shall not be obliged to provide descriptions or labelling beyond this extent. Suppliers shall not be entitled to refuse returns on grounds of the latter. Moreover, to minimise processing costs, goods returned by CE will not include proof of purchase, even if requested by the supplier to do so.

If, under very limited circumstances, goods return requires the issuance of RMA, suppliers must provide a

- supplier contact name,
- supplier contact phone number,
- supplier contact email.

CE will only agree to returns involving RMA, if the issued RMA numbers are valid for **at least** 30 working days.

In the case of entire product stocks being returned, both parties agree that the actual quantities inventoried at the warehouse may exceed, or fall short of, the quantities specified in the RMA by no more than 10 percent.

Transport structures (e.g. pallets, boxes) may contain heterogeneous products. Goods will be protected by bubble wrap bags and/or crumpled packing paper. Goods returned on pallets will be secured and protected by plastic stretch wrap.

Each agreed return shipment will include a CE delivery note, with palletized returns also including a waybill.

Transport structures will not be labelled to any other extent. Moreover, CE will not grant supplier requests for packaging different from the above.

The purchase price of goods returned to the supplier will be automatically debited from supplier accounts 35 working days after the date the return shipment has been dispatched.

11. Emergency Procedure

CE reserves the right to change operational procedures on short notice, to ensure the smooth flow of goods. This shall only apply in exceptional circumstances.

12. Liquidated Damages


Any additional costs incurred to CE by the supplier's non-compliance with CE delivery guidelines shall be borne by supplier. CE shall have the right to request compensation for extra handling expenses, and for any additional changeover or setup costs, depending on the issue. Applicable rates are listed in Annex 2 of this Agreement.

13. Amendments

Any amendment of the present Agreement must be agreed to in writing by both parties.


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Annex 2 – SLA

Breach of Contract Fines			
Code	Breach of Term	Description	Fine [€]
1	Delivery without prior notification	No or late notification of delivery.	120
2	Delivery outside the agreed time window / non-delivery	Delivery at an earlier or later time than agreed upon, without notification in a timely manner.	120
3	Refusal of delivery	CE refuses delivery as a result of a delivery term violation by the supplier.	300
4	Missing waybill	No or incomplete waybill. Only one copy of the waybill available.	50
5	Delivery vehicle type does not conform with delivery terms, inadequate cargo securing	Delivery vehicle not suitable for loading bays. Vehicle cargo area does not meet requirements. Inadequate cargo securing. Goods not directly accessible.	120
6	ADR violation	Inadequate packaging, labelling, and documentation. Incomplete transport documents.	200
7	Parcel missing transport packaging	Goods shipped in parcels without protective tertiary packaging (transport packaging).	50 (per parcel)
8	Damaged transport structure	Damaged EUR/EPAL pallet.	50 (per pallet)
9	Non-conformance with logistics and distribution requirements	Incorrect labelling: wrong delivery address, wrong pallet type or dimensions, EAN missing.	50
10	Damaged goods	Supply of damaged goods. Penalties do not include cost of goods returns, and the supplier's liability for damages.	120
11	Non-compliance with CE Occupational Health & Safety Policy	Delivery drivers violating company policy, safety regulations and guidelines.	120
12	Product-related deficiencies	Excess delivery. Undersupply. Delivery of wrong products. Products and accessories not packaged as a set. Mix of heterogeneous products.	50
In the case of a violation of multiple terms, cumulative fines apply.			

Annex 3 - SLA

All of the above-mentioned CE offices will be closed on the following days:

- New Year's Day (1 January)
- Epiphany (6 January)
- Good Friday
- Easter Monday
- May Day (1 May)
- Ascension Day
- Whit Monday
- Corpus Christi
- Assumption (15 August)
- German Unity Day (3 October)
- All Saints' Day (1 November)
- Christmas Eve (24 December)
- Christmas Day (25 December)
- Boxing Day (26 December)
- New Year's Eve (31 December)