

General Terms and Conditions of Purchase and Delivery

These terms and conditions form the prerequisites for purchasing and the process of goods acceptance and delivery at our logistics location in Hüllhorst as part of the provision of delivery services for Wortmann Telecom GmbH, Hankamp 2, 32609 Hüllhorst. Terms and conditions/agreements of the supplier that deviate from or supplement these terms and conditions are not binding for Wortmann Telecom GmbH, even if Wortmann Telecom GmbH does not expressly object to them, carries out the delivery without reservation in the knowledge of deviating terms and conditions of the supplier accept

or even if the supplier declares that it only wishes to deliver in accordance with its terms of delivery. Furthermore, all additional agreements relating to purchasing and delivery must be recorded in writing. Please note that Wortmann Telecom GmbH will incur considerable expenses if these terms and conditions of purchase and delivery are not complied with. Therefore, Wortmann Telecom GmbH reserves the right to refuse acceptance or to invoice you for the additional costs incurred by us in the event of non-compliance.

1. Location

Kontakt:

WORTMANN TELECOM GmbH
Hankamp
32609 Hüllhorst

phone: +49 5744.944-4510

e-mail: purchase@wortmann-telecom.de

delivery address:

WORTMANN TELECOM GmbH
Tor 4-5

Hankamp 2
32609 Hüllhorst

phone: +49 5744.944-4524

e-mail: logistic@wortmann-telecom.de

opening hours:

Monday to Friday from 9:00 a.m. to 5:00 p.m.

2. Terms and conditions of purchase

For every order placed, we generally assume that only items with the following properties/characteristics will be ordered/received, unless expressly agreed otherwise in advance of the respective order:

- european original new goods
- no import
- no network operator versions
- original sealed
- incl. unlimited manufacturer's warranty
- according to German manufacturer standard

Further the supplier must ensure that all products ordered are free of third-party rights and comply with the requirements of the RoHS Directive as amended, the current REACH Regulation (EC No. 1907/2006) and all requirements of the LkSG.

Furthermore, by accepting our order, you assure us that the goods delivered by you comply with all labeling regulations and that any duties have been properly paid in accordance with the ElektroG and the UrhG.

Products that are subject to trademark protection have been placed on the market in the Federal Republic of Germany, the other member states of the European Union or other signatory states to the Agreement on the European Economic Area (EEA) exclusively with the consent of the trademark owner. You expressly indemnify us against any claims based on any infringement of rights against us. The place of performance for this order is our delivery address.

3. Delivery notification

Each delivery must be notified by e-mail no later than 4:30 p.m. on the working day before the planned delivery and must contain the following information:

- supplier
- order number (starting with KB)
- freight forwarder/courier service
- number and type of packages
- delivery note/packing list
- for items that have IMEI/serial numbers, a list must be attached as XLS/CSV

Please send the shipping notification by e-mail to:

logistic@wortmann-telecom.de

4. Delivery

4.1 Bill of lading

The consignment note or delivery bill of the forwarding agent describes the delivery externally and must contain at least the following information:

Frachtführer

- freight carrier
- goods recipient
- client
- total weight
- number of packages
- quantity and type of loading equipment used

4.2 Delivery bill

Each delivery must be accompanied by a delivery bill. The delivery bill describes the contents of the delivery and must contain the following minimum information:

Lieferant mit Anschrift und Ansprechpartner

- supplier with address and contact person
- delivery date
- consignee with delivery address
- order number (starting with KB)
- manufacturer/supplier article number
- actual delivery quantity of the shipment
- quantity per delivery unit
- number of pallets

If several order numbers are combined in one delivery, they must be recognizable from the outside of the package.

4.3 Details on delivery unit

Each unit must be labeled visibly from the outside with at least the following information:

- consignee
- article description
- quantity per delivery unit
- serial numbers must be affixed to the front of the delivery unit

4.4 Loading aids and packaging

The pallets and packages must be appropriately protected against transport damage. All packages must be labeled on the outside with the exact weight (shipping label). The packages must not exceed a weight of 25 kg when shipped via parcel service providers. If the shipment consists of several packages, the individual packages must be numbered consecutively (e.g. 1/3, 2/3, etc.). The packages must be dimensioned and arranged on the pallet in such a way that no loss of loading space occurs. If the number of packages exceeds the volume of half a Euro pallet (i.e. 1,200 x 800 x 900 mm), they must be delivered by a forwarding agent. Hazardous substances must be labeled and transported in accordance with legal regulations.

4.5 EPAL Euro pallet

Untreated Euro pallets in accordance with the EPAL standard are to be used as loading aids. The Euro pallets must be undamaged and in perfect condition, i.e. the wood must not be broken and all skids must be intact. The following dimensions must be observed:

maximum length - 1,200 mm
maximum width - 800 mm
maximum height - 1,800 mm
maximum weight - 500 kg

The above dimensions may only be exceeded if the basic article dimensions exceed them or the article height exceeds the stated maximum height.

Deliveries of pallets must always be sorted by type; several layers must be separated by cardboard. Pallets that are not delivered unmixed must be labeled as "mixed pallets".

The unmixed pallets and individual packaging units must be labeled with the respective delivery bill and order number. If the order is delivered in partial deliveries, a corresponding delivery bill must be enclosed with each delivery. Mixed packaging is not permitted. Wortmann Telecom GmbH reserves the right to invoice any additional expenses incurred in the event of a violation.

Overpacking the delivered pallets is not permitted. Further-more, care must be taken to prevent bulging or slipping of the loads as well as transport damage by means of effective transport securing, such as the use of banderoles, outer cartons or shrink wrap. When using load securing, it must also be ensured that the above-mentioned maximum dimensions are not exceeded. The foot clearance of the pallets must be guaranteed.

Pallets may only be delivered by truck with an appropriate lifting platform.

4.6 Approved packaging

The following are permitted as packaging materials:

- cardboard packaging: cardboard packaging with recycling guarantee, labeling with environmentally friendly inks
- films: PET, PP labeled
- strapping: PE, PP marked
- cover boards: natural wood
- stickers: stickers must neither cover shipping labels nor hinder material recycling
- fillers: only recyclable materials such as corrugated cardboard

The packaging materials used must be recyclable. The current regulations of the Closed Substance Cycle Waste Management Act, the Packaging Ordinance and the Hazardous Substances and Dangerous Goods Ordinance apply. All packaging materials used are subject to mandatory labeling and must therefore be labeled with the "Grüner Punkt" or the recycling symbol of Duale System Deutschland AG (DSD) and/or with the usual recyclable material symbols in accordance with legal requirements.

For safety reasons, the items should be packed in an opaque film or outer carton. They do not need to be transported in transparent film.

4.7 Non-authorized loading aids

Mesh boxes and disposable pallets are not permitted for storage organization reasons.

4.8 Transfer of risk, acceptance of goods subject to reservation

The risk of damage and loss of the goods until acceptance by Wortmann Telecom GmbH shall be borne by the supplier. Delivery to the incoming goods department shall in no case be considered as handover or acceptance. Acceptance of the goods is without exception subject to an incoming goods inspection to be carried out at a later date. Only the number of pallets, packages, etc. delivered and the external integrity of the shipping packaging shall be signed off upon acceptance of the goods. Acceptance of the delivered goods is only deemed to have been completed when it has been carried out by authorized employees in the form of an incoming goods inspection. After acceptance, the goods shall pass into the responsibility and custody of Wortmann Telecom GmbH.

If the goods already show clearly recognizable external damage upon delivery, Wortmann Telecom GmbH will have this confirmed in writing by the deliverer/forwarder on the consignment note or will refuse acceptance.

5 Supplement to the General Terms and Conditions of Purchase and Delivery

Should one or more provisions of these terms and conditions be or become invalid, this shall not affect the validity of the remainder of the agreement.