

Terms of Delivery

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Preface

The following Terms of Delivery specify the requirements that ELA places on its suppliers with regard to the methods and procedures for material delivery, labeling, packaging, and transportation options. They also apply to all business relationships with our business partners/suppliers and are an integral part of every order or call-off, irrespective of the stipulated delivery conditions.

By complying with these terms, you as a supplier support us not only in protecting the environment, but also in ensuring smooth processes.

(1) Packaging

Sufficient packaging that is appropriate for the goods and secure for transportation must be selected for all types of shipment. Damage in transit caused by inadequate packaging shall be paid for by the supplier.

Unless otherwise agreed, the supplier shall be responsible for the selection and design of the packaging and shall bear all costs incurred for this.

The goods shall be delivered in a clean condition and be capable of serving their full service life at the time of delivery. Contamination (grease, oil, dust, chips, other impurities) that results in reworking or cleaning before further processing shall be removed at the supplier's expense and not be accepted. Furthermore, ELA reserves the right to return damaged, soiled or nonconforming goods at the supplier's expense.

Regardless of the type of packaging, the goods must always be labeled and thus clearly marked upon delivery. The contents of the individual packaging must correspond to the labeling.

(2) Markings and Accompanying Documents

All statutory markings must be adhered to, for example, ADR and the Hazardous Substances Ordinance markings.

In addition, each package must be labeled in such a way that the goods inside can be clearly identified at any time. This shall include at least the order number and the item's ELA item number. If a consignment consists of several packages or pallets, this must be clearly indicated.

Furthermore, proper accompanying documents must be handed over to the forwarding agent, carrier, or logistics contractor. The order number, supplier number, our item number, the gross and net weights, number of packages, type of packaging (disposable/reusable), date of dispatch or provision, and destination must be stated on all shipping documents and on the external packaging.

The delivery must also be accompanied by a delivery bill stating the date, content of the delivery (item number and quantity), and our

order identification (order number, storage location code, location). If the delivery bill is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment.

(3) Shipping and Transportation

Shipping within Germany shall be "free domicile" to the delivery destination specified in the order. Other delivery conditions shall only be valid if explicitly stated in the order. If the destination is not specified and nothing else has been agreed, delivery shall be to our head office at Zeppelinstrasse 19-21 in Haren. The respective destination shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver). As ELA Container GmbH has various locations for which orders are sent centrally, the correct place of performance must be checked separately by the supplier for each order.

Additional costs arising from over-, short, or incorrect deliveries shall be borne by the supplier. Excess deliveries shall not be accepted unless agreed in writing in advance.

The supplier is free to insure the consignments at its own expense. Insurance costs billed to ELA shall not be recognized unless this has been explicitly agreed in advance.

The usual times for receiving goods shall apply:

Mon.–Thurs.: 6:00 a.m.–2:30 p.m.

Fri.: 6:00 a.m.–11:30 a.m.

The times for receiving goods may differ from the standard times at some locations. The corresponding variations shall be listed on the order document.

Goods shall not be accepted on public holidays. Deliveries outside these times shall result in rejection of the consignment, as shall the absence of shipping documents. If multiple deliveries are shipped on a dispatch date, they must be combined into one shipment.

(4) Delivery and Acceptance of Goods

In order to unload the trucks promptly, the supplier must notify us by e-mail of each delivery of 5 pallets or more at least one day before delivery and of 10 pallets or more at least three days before delivery. Deliveries for which notification has not been provided may be refused acceptance.

The supplier shall be obliged to have the receipt of each consignment of goods confirmed in writing by an employee of ELA Container GmbH.

The supplier shall be liable for any loss of goods.