

# SHAPING THE BRAND. TOGETHER.

STORE INTERIORS · SHOP IN SHOP · DISPLAY · DIGITAL · EXHIBITION · SHOP SERVICES



ARNO GmbH · Daimlerstr. 10 · 72649 Wolfschlügen · Germany

## TERMS AND CONDITIONS OF PURCHASE

Date of issue: August 2022

### I. GENERAL TERMS AND CONDITIONS OF PURCHASE

1. The terms and conditions of purchase set out below shall be deemed accepted by the supplier on acceptance of our order or on delivery of the goods. Our terms and conditions of purchase also apply to all subsequent orders. Any diverging terms of the supplier which we do not expressly accept in writing do not have any binding effect on us even if we do not expressly object to them.
2. Orders which are given orally or oral agreements only become binding on us when confirmed in writing.

The supplier is under an obligation to accept our order within a period of 5 days. If the order is sent by post the date of franking shall determine when this time limit begins to run.

#### 3. Terms of payment & invoicing

Payments shall be made within **14 days with a 3% discount or within 60 days net.** The payment deadline shall begin to run in each case with effect from receipt of the supplier invoice. In case the day of the receipt of the invoice is a public holiday in Baden-Württemberg, the next working day is considered as day of the receipt of the invoice. The date of delivery shall determine the dates for payment and relevant discount allowances, however any such date shall not be earlier than the date of receipt of the invoice. The invoice and the receipt of goods shall be at the same day.

The invoice must contain the following information:

1. Sender: supplier name and supplier number
2. Address of recipient
3. Date of issue
4. Date of invoice
5. ARNO order number
6. Project number (if specified in order)
7. ARNO order position number
8. Description of goods (according to order)
9. ARNO material number (according to order)
10. order quantity, if applicable partial quantity per order item number stating the unit of measure (pieces/pair/rolls/set/etc.)
11. Unit price
12. Total price
13. Incoterms

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ISO 9001, ISO 14001

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Invoices shall be sent to the postal address (Daimlerstraße. 10, 72649 Wolfschlügen) or by e-mail to kreditorenbuchhaltung@arno-online.com. Invoices sent to ARNO's mailbox address are not accepted. The invoices which shall also show our order number shall be issued in one copy but may not in any circumstances be sent with the dispatched goods. Any delays which occur because of information required missing from the invoices shall be borne by the supplier.

4. The supplier shall inform us without undue delay if the agreed delivery dates cannot be met.

If the supplier does not deliver we are entitled - once a deadline set by us has passed without the situation having been remedied - to assert compensation claims relating to lack of performance or to rescind the contract in its entirety. Notwithstanding the above, we are entitled in the event of a delay in delivery, to demand lump sum compensation for the delay in supply of 0.2 % of the net value of the supply for each day of the delay but no more than 5 % in total. We reserve all other statutory rights. The supplier reserves the right to prove to us that no, or a lesser, loss has occurred as a result of the delay.

5. If the goods do not correspond to the samples provided or to the specification requested, or if they are faulty and such fault cannot be remedied by the supplier within a reasonable period we may, in addition to our statutory rights, arrange for the faulty goods to be remedied at the cost of the supplier. The supplier shall reimburse all costs incurred by us as a result of the supply of faulty goods, in particular the costs of inspection, selection and return.

The right to bring claims owing to defects is not excluded by the fact that the defect in the sample provided by the supplier and approved by us was already apparent. Our commercial duty to inspect and reject is restricted to defects which are obvious during the incoming goods inspection with an external inspection and during our quality control inspection carried out on a random basis (e.g. shipping damage, faults delivery and delivery of fewer goods than agreed). In the event acceptance is agreed there is no duty to inspect. Our duty to reject items with defects discovered later shall remain unaffected. In the case of obvious defects our complaint is deemed to be in good time if we send to this complaint within eight working days of receipt of the incoming goods. If the defect is discovered later, this deadline shall be three working days from discovery. Payment shall not be deemed acknowledgement of due delivery.

We shall retain title to goods which are returned to the supplier for repair owing to any complaint about a defect. Such retention of title shall apply until the complaint regarding the defective goods has been settled.

The seller is liable in the event of defects for 24 months with effect from the transfer of risk. For goods which have been installed by us at our customers in accordance with contracts for work and services - recognisable to the seller - the period of limitation is 60 months.

6. The supplier guarantees that the goods supplied by him shall comply with all applicable statutory provisions, including provisions regarding markings.
7. Packaging must correspond to our **ARNO GENERAL CONDITIONS OF DELIVERY** which are set out below. Packaging costs are included in the delivery price.
8. The goods must be accompanied **by one copy of the delivery note** (see 4.2) stating all material information, in particular our order number, but not the price.
9. Delivery shall be made, unless otherwise agreed, free of expenses at the cost and risk of the supplier to the place of delivery stated by us.



10. Any material provided shall remain our property even if charged. It shall be stored, identified and managed separately. It may only be used for the purposes of our orders. Any processing or reorganising of the material provided shall take place for us within the scope of the relevant orders. We shall become the owner of the new items or co-owner if substantial material not belonging to us is also processed.
11. The supplier shall keep the content of orders placed with us confidential. All documents made available by us (e.g. samples, tools, etc.) shall be protected from unauthorised inspection and they and goods manufactured from such documents may not be passed on to third parties or used for the supplier's own promotion or that of third parties without our prior consent. They must, unless otherwise agreed, be returned with the final delivery at the latest.
12. If the supplier produces tools for us which remain in the possession of the supplier title to such tools shall pass to us on payment of the purchase price. Unless otherwise agreed, we shall provide the tools on loan.

The supplier is under an obligation to use the tools exclusively for the manufacture of goods ordered by us. The supplier is further under an obligation to insure tools belonging to us, at the replacement value, at its own costs against the risk of fire, water damage and theft. It shall be obliged to carry out any necessary maintenance and inspection work at its own expense and in due time. The supplier shall notify us immediately of any disruptions to supply. Tools may only be scrapped with our express permission. This also applies to tools which are no longer in working order.

13. The supplier shall observe the rights of third parties, in particular technical or aesthetic industrial property rights or trademarks. The supplier is under an obligation to make good, loss which arises because of a breach of third-party rights, the supplier being aware that we also sell goods outside the Federal Republic of Germany if this is not excluded by the contract.
14. Our company name and trademarks shall be attached to the goods ordered by us at our request. The labels showing the company name and trademarks may only be delivered to us.
15. The supplier is under an obligation either to supply us with spare parts for at least the duration of the normal life of the goods on standard market terms and prices or to carry out the repair work itself. If there are separate service agreements the terms of such agreements shall also apply.
16. The place of performance is Wolfschlugen. This agreement and the resulting legal relationship shall be subject to the laws of the Federal Republic of Germany. The CISG shall not apply.
17. If the supplier is a merchant, the courts of our place of business shall have jurisdiction.
18. Should a provision of this agreement be or become invalid, this shall not affect the validity of the other agreements. If a supplementary interpretation of the agreement is possible the parties shall agree a valid provision which reflects as closely as possible the original economic purpose.



## II. GENERAL CONDITIONS OF DELIVERY

### 1. General

All articles need to be packed safely, unbreakable and shock resistant.

All articles shall be delivered correctly sorted, that is each article shall be packed in a separate packaging unit. Each item packed shall be marked with order, position, and/or article number and the description and quantity per packaging unit.

In order to register the goods delivered we require a delivery note.

### 2. Packaging

#### 2.1 Transport packaging

Transport packaging guarantees safe and simple handling of parts during transport. Many packages that are non-transportable are collected into a transport unit, e.g. disposable packaging on a euro pallet. Transport packaging must fulfil requirements on the loads during carriage, e.g. accelerations, vibrations, tipping, climatic conditions, the use of carriers, storage conditions, legal provisions, as well as labelling requirements and thereby ensure and maintain the quality of the supplied parts.

#### 2.2 Load carriers

Load carriers are packaging units suitable for transportation that contain one or more supply parts with the same material number. Packages that are not stackable or transportable must be combined into a single load unit. Examples of load carriers are euro pallets, lattice boxes and disposable packaging (cardboard packaging). Every load carrier or package must be labelled.

Load carriers must be properly sealed to protect the supply parts from external influences and dirt, so they remain intact and to ensure safe handling and simple opening of the packaging.

#### 2.3 Filling material

Filling material can be used to fill gaps and to protect the supply parts from damage caused by mechanical stresses such as knocks, shocks or vibrations. If filling material is used, it must be ensured that it can be removed easily and quickly, and that it is recyclable. If possible, loose filling material such as packaging chips, shredder material and newspaper should be avoided.

### 3. Loading unit / Loading security

#### 3.1 General requirements

Loading units must be strong enough in terms of quality, form and volume and should if possible be stackable. The loading unit must be stable and in any case correspond to the weight of the load. The weight of the delivered pallets must not exceed 1.000 kg per pallet.

For the delivery of the parts pallets with the basic dimensions 1.200 x 800 mm (L x W) are to be used. If, due to the size of the parts, a larger range is required, this can only be approved in exceptional cases by prior arrangement. The delivery must be made on 4-way pallets. The distance between the pallet feet must be at least 227.5 mm and the pallet entry height at least 100 mm. The pallet must have continuous skids. The distance between the cover boards must not exceed 50 mm. The maximum height including pallet and cover must not exceed 1.900 mm.



### 3.2 Positioning load carriers

Supply parts must be arranged in the load carriers so that the weight is evenly distributed. The same goes for the position of individual packages on the load carrier. If in agreed and justified cases this is not possible, it must be labelled clearly. The size of the load carrier must correspond to the packaged goods. The goods must not overhang the edge of the load carrier. If the packaged products are smaller than the packaging, the gaps should be filled so that the supply parts don't move about during transportation and handling. This does not apply to bulk goods such as nuts and bolts etc.

### 3.3 Stackability of pallet units

Collective loading units are loading units which contain several packages with different material numbers. It is possible by agreement to form mixed pallets, if they are marked with an extra label. This label should be at least DIN A5 in size containing the text "Attention - Mixed pallet" and should be attached on each long or short side of each package. Likewise, a clear identification of the goods on the loading unit is a prerequisite. The cardboard boxes must be aligned on the loading unit so that an identification of the goods tag is possible per package and all packages with different material numbers are always accessible. Common parts must not be distributed on several mixed pallets. The handling must be ensured by means of industrial trucks.

### 3.4 Layer formation / collective load (mixed pallet)

The packaging units have to be marked with a transport label. Same packing units must contain the same quantities. This does not apply to remaining quantities. 20 kg per packaging unit should not be exceeded.

In general, articles in packaging units of max. 100 pieces may be delivered. Small articles may be delivered differently in the following packaging units:

- » Product weight up to 25 g: max. 250 pieces per packaging unit
- » Product weight up to 10 g: max. 500 pieces per packaging unit
- » Product weight up to 5 g: max. 1.000 pieces per packaging unit

Even with bulk goods max. 1.000 pieces are packed in a polybag and then several of these closed polybags are packed in a carton.

The number of articles per carton must always be kept for all deliveries. Only a remaining carton to fill up on the exact order quantity can be delivered to the completion of deliveries as a start. The packaging units and carton sizes specified at the beginning of delivery must also be fulfilled for further deliveries. If possible, cartons should be selected with external dimensions adapted to Euro pallets. B. 800 x 400 mm, 600 x 400 mm, 400 x 300 mm, etc. The cardboard has to meet the shipment requirements so that the goods are always protected against transport and environmental influences. Exceptions to these requirements must be agreed with ARNO. For standard products such as screws, rivets, electrical goods, luminaires, the packaging units of the manufacturers apply.



### 3.5 Transport label / ARNO supplier's label

ARNO transport labels must be used for clear identification. The corresponding template is available for download at [www.arno-online.com/de/lieferanteninformationen](http://www.arno-online.com/de/lieferanteninformationen) supplier information and will also be sent to you by e-mail upon request. If you use your own supplier label, it must contain all the information of the ARNO supplier label.

Pay attention to the following:

- Each individual packaging unit must be provided with a transport label.
- It should be fixed so that it can be read immediately.
- If material with several (different) material numbers is located on one load carrier, a separate goods separator must be used for clear material differentiation.
- All dangerous goods consignments must be marked according to the valid ADR regulation.

### 3.6 Securing load units

The load unit safety device must be limited to a minimum use of packaging material and be strapped longitudinally and transversely with plastic straps. Shrink hoods and stretch films are permitted.

The cutting of straps in cardboard boxes and containers is not permitted. Therefore edge reinforcements should be used.

## 4. Accompanying documents

Each delivery shall be accompanied by a bill of lading and a delivery note. For manufacturers who deliver with their own vehicles, the delivery note is sufficient.

### 4.1 Consignment note

The bill of lading must comply with current national and / or international regulations.

### 4.2 Delivery note

The delivery note must contain the following information:

1. Sender: supplier name and supplier number
2. Address of recipient
3. ARNO order number
4. Project number (if specified in order)
5. ARNO order position number
6. Description of goods (according to order)
7. ARNO material number (according to order)
8. Quantity of goods supplied per order item number specifying the unit of measure (pieces/pair/rolls/sets/etc.)
9. Pallet number per material per order item number
10. Partial deliveries have to be marked accordingly

## 5. Pallet exchange system

Charge exchange must be agreed individually with ARNO.



## 6. Sensitive goods

Particularly sensitive goods must be marked accordingly.

## 7. Incoming goods

### 7.1 Delivery times

Delivery of goods at the Logistics Center Wolfschlugen is from Monday to Thursday, 07.00-12.00 clock and 13.00-15.30 and on Friday from 07.00-12.30. Deviating times are only possible with prior notification. Please note that for bridge days a notification is always necessary.

### 7.2 Announcement

Please notify the consignment must be 48 hours before the delivery in order to avoid unnecessary waiting times in connection with the unloading.

For the notification please contact us by e-mail:

- Wolfschlugen: [wo\\_we@arno-online.com](mailto:wo_we@arno-online.com)
- Leinfelden-Echterdingen: [le\\_we@arno-online.com](mailto:le_we@arno-online.com)

Notified shipments are unloaded with priority. Unannounced shipments must expect waiting times.

### 7.3 Code of conduct for carriers

The goods must be loaded in such a way that the truck can be unloaded from behind via the ramp. Otherwise, acceptance will be refused.

**In Leinfelden-Echterdingen, the delivery must be made with at least a 7.5 tonnes truck.**

## 8. Liability

If these delivery conditions are not complied with we reserve the right to calculate the costs incurred or to refuse acceptance. We also reserve the right to assert costs additionally from the delay in delivery and compensation claims.

The conditions of purchase and delivery have been read, understood and accepted:

.....  
Place, Date

.....  
Name, Company