

# GENERAL TERMS OF DELIVERY

Date: November 2024 | version: 002en

## I. Preamble

The extended purchasing conditions of Franz Mensch GmbH consist of:

- o The general purchasing conditions (in the currently valid version)
  - o The general terms of delivery (in the currently valid version)
  - o The import conditions for sea freight (in the currently valid version)
  - o The social code of conduct for suppliers and service providers (in the currently valid version)
- Hereinafter referred to as „purchasing conditions“*

- 1.1. The purchasing conditions can be viewed publicly at the following link: [www.franz-mensch.de/procurement](http://www.franz-mensch.de/procurement)

The purchasing conditions apply between

- o der Franz Mensch GmbH or an affiliated company  
*hereinafter referred to as „Buyer“*
- o and their business partners which has the same name
- o seller of products or
- o the provider of services of any kind  
could be.

*Hereinafter referred to as business partner*

*The buyer and the business partner are hereinafter collectively referred to as the „parties“*

These purchasing conditions apply to all (including future) business relationships between the buyer and the business partner and are binding for all parties.

## II. Delivery address and delivery points

- 2.1. These delivery conditions apply to all of the buyer's warehouses:

- 2.1.1. Logistics center Buchloe,

Address: Werner-von-Siemensstraße 2, 86807 Buchloe

Contact: Wareneingang: [wareneingang2@franz-mensch.de](mailto:wareneingang2@franz-mensch.de), 08241/9633-417

- 2.1.2. External Warehouse Hamburg at TCO Transcargo GmbH

Address: Auf der Hohen Schaar 3, 21107 Hamburg

Address: Stenzelring 5, 21107 Hamburg

Contact: [sg@tco-transcargo.de](mailto:sg@tco-transcargo.de), 040/752476-751

- 2.1.3. External Warehouse that are named individually as part of the order

## III. Delivery times and delivery modalities

- 3.1. Logistic center Buchlule

Weekday	Delivery times		
Monday	07.00 – 08.45	09.00 – 12.00	12.30 – 16.00
Tuesday	07.00 – 08.45	09.00 – 12.00	12.30 – 16.00
Wednesday	07.00 – 08.45	09.00 – 12.00	12.30 – 16.00
Thursday	07.00 – 08.45	09.00 – 12.00	12.30 – 16.00
Friday	07.00 – 08.45	09.00 – 12.00	12.30 – 14.00
Saturday	no delivery possible		
Sunday	no delivery possible		

Deliveries of one pallet or more must be notified to the Buchloe goods receiving department by email 48 hours before delivery. The buyer's respective purchaser must be informed.

Deliveries Full and partial loads as well as containers must be booked bindingly via the Cargoclix web tool.

The buyer reserves the right to refuse acceptance of deliveries that have not been notified or booked.

- 3.2. External Warehouse Hamburg

Weekday	Delivery times
Monday	07.00 – 16.00
Tuesday	07.00 – 16.00
Wednesday	07.00 – 16.00
Thursday	07.00 – 16.00
Friday	07.00 – 16.00
Saturday	no delivery possible
Sunday	no delivery possible

Shipments must be coordinated individually with goods receipt in Hamburg.

## IV. Unloading and occupational safety in the Buchloe logistics center

- 4.1. Drivers must wear a high-visibility vest and safety shoes when entering the logistics area.
- 4.2. The STVO applies on the premises of the Buchloe logistics center and must be adhered to. Vehicles may only be parked in designated and marked areas.
- 4.3. Only vehicles with rear unloading capability may be used. Vehicles with only side unloading options must be clarified in advance with goods receipt.
- 4.4. The unloading of the truck is carried out by the buyer's logistics employees
- 4.5. If, when delivering goods, the buyer or a third party commissioned by him takes over the unloading of the goods in whole or in part or if the goods are unloaded using the buyer's or a commissioned third party's unloading facilities, the transfer of risk only occurs after these activities have been completed or as soon as the goods leave the unloading facilities has.

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- 4.6. Common accident prevention regulations (UVV) of the professional associations must be adhered to.
- 4.7. The location-specific house rules must be adhered to.

## V. Loading equipment and transport security

- 5.1. The loading equipment delivered must be a "Europallet".
  - 5.1.1. for the Buchloe logistics center it must be machine-capable, suitable for conveyor technology and suitable for high-bay storage. At least GS1 standard "B" must be used.
  - 5.1.2. be exchangeable for the Hamburg subcamp. At least GS1 standard "C" must be used.
- 5.2. The buyer's incoming goods department exchanges only Euro pallets of the same quality as delivered. Freight forwarding companies that deliver regularly can maintain a pallet account.
- 5.3. Tight wrapping must ensure the connection between the goods and the loading equipment. The film used must be transparent. It must be possible to visually inspect the goods at any time.
- 5.4. CCG1 pallets must be secured both individually and in a group.
- 5.5. The use of adhesive tapes to secure transport and position is not permitted
- 5.6. The maximum height is 2.30m (including the loading equipment) or two CCG1 pallets stacked on top of each other (1.05m height) with a maximum height of 2.10m. Exceptions will be communicated in advance by the distributor.
- 5.7. Full pallets must be built without any overhang
- 5.8. Loading equipment that does not meet the delivery conditions must be converted at the business partner's expense. For this, the actual workload will be invoiced, rounded up to a full 30 minutes. The hourly wage is 37.30 euros / 0.5 hours and will be offset against the next payment to the seller.

## VI. Partial deliveries

- 6.1. Partial deliveries are only permitted after coordination with the buyer and his express approval. The buyer reserves the right to refuse acceptance of unauthorized partial deliveries and to return the goods at the business partner's expense.

## VII. Labeling and Documentation

- 7.1. The business partner is obliged to enclose a delivery note with every delivery of goods. This must contain at least the order number, the item number, the name of the goods and the actual quantity delivered in the buyer's unit of measure. If the necessary information is missing on the documents, the buyer is entitled to deduct a flat-rate expense allowance of 50 euros per document when paying the invoice.
- 7.2. Transport boxes must be marked with barcodes and be machine readable.
- 7.3. Any full and/or CCG1 pallet that is not marked accordingly will be re-labeled at the business partner's expense. The business partner will subsequently be billed for the process at a net amount of 2.50 euros per loading device and will be deducted from the next payment.

## VIII. Final provision, severability clause and changes to the general purchasing conditions

- 8.1. Should a provision of these general purchasing conditions be or become invalid, the effectiveness of the remaining provisions remains unaffected. The invalid condition will be replaced by agreements that come closest to the economic objective of these conditions, taking legality into account, unless there is a corresponding regulation in dispositive law.
- 8.2. Changes to the extended purchasing conditions must be made in writing.