

1. THE BASICS

Validity

The Transport and Packing (T+P) requirements at hand are valid for all LUDWIG BECK AG contracts of sale. The T+P in their respective current form are part of our conditions of purchase and subsequently also any completed sales contracts (according to Sections 433 et seq. Civil Code (BGB)). They apply to all deliveries within the Federal Republic of Germany and are independent of the agreed conditions of delivery (PAID/ NOT PAID). In the event that further reaching conditions are agreed with the product vendor/ manufacturer (logistical services, price labelling, storage, etc), these serve as a supplement to the Transport and Packing requirements.

Delivery and Invoice Addresses

Please note our differing delivery and invoice addresses! Please refer to our order form for the delivery address appropriate to your order, in case of ambiguity or for orders without a written contract, the following addresses apply

Delivery Address:

LUDWIG BECK AG

Zentrales Warenlager

Peter—HenleinStr. 15 85540 Haar

Tel.: +49 (0) 89 / 460901 —0

Invoice Address (for goods and transport invoices)

LUDWIG BECK AG

Warenwirtschaftsabteilung Postfach 1160 85529 Haar

Tel.: +49 (0) 89 / 460901-0 Fax: +49 (0) 89 / 460901-36 WWA_Invoice@ludwigbeck.de



2. DELIVERY NOTE AND INVOICE

Delivery note

As a matter of principle, **no delivery will be accepted without a delivery note**.

Arising costs for return freight, including an administrative charge, will be charged to you. The delivery note, **inserted in a special pocket, must be attached to a package in a well visible position on the outside of the pallet**. In the case of hanging garment distribution, the delivery note pocket must be **securely** positioned on the first pack.

IT IS ESSENTIAL that neither delivery notes nor invoices be located between the packages of the delivery.

Our processing of incoming goods does not allow for searching through the packages for documents.

Delivery note content

Each page of the delivery note MUST contain:

- · Goods from only **ONE** order
- Our LUDWIG BECK (Order / contract number)
- · Article number, article description (in the case of clothing, colour number and size)
- · Number of pieces delivered
- Special remarks/ identification (see also point 5.1.4.)

Special remarks

Warehouse deliveries

In the event that we have agreed a **WAREHOUSING CONTRACT** with you, it is important that the packages for storage (including hanging garments) are clearly identified on the outside with our **YELLOW WAREHOUSING STICKERS**.

The warehousing stickers are available from:

LUDWIG BECK AG Manager Logistics Postfach 1160

85529 Haar

Tel: +49 (0) 89 / 460901—89 Fax: +49 (0) 89 / 460901—36 **Email: avis@ludwigbeck.de**



Promotional materials

Consignments of promotional materials must be clearly identified on the outside of the package, otherwise they will join our incoming goods processing.

Delivery notes and invoices (as applicable) must be clearly identified on the cover sheet with the advice 'promotional materials'.

Invoices

invoices should be sent to our invoice address as listed above.

Please send invoices under separate cover to our merchandise management department.

Should the delivery note be included on the invoice, please ensure that the requirements for both delivery notes and the additional requirements for invoices are complied with.

IT IS ESSENTIAL that neither delivery notes nor invoices is located between the packages of the delivery. Our processing of incoming goods does not allow for searching through the packages for documents.

Invoice content

Each page of the invoice must include:

- Your delivery note number
- Please send us ONE appropriate invoice per delivery note
- Our LUDWIG BECK (Order / contract number)
- · Article number, article description (in the case of clothing, colour number and size) EK
- · price, discount where appropriate
- · 'Number of pieces delivered
- VAT number
- Your current bank details
- Without fail in the case of WAREHOUSING INVOICES, the invoice must include our Sales Report Number and date.
- · 'As appropriate, special remarks/ identification (see point 3.1.1.)

3. TRANSPORT

LUDWIG BECK has contracted its own forwarding, logistics and warehouse insurance (SLVS) and is a customer that waives insurance by third parties. Our suppliers are free to insure their consignments at their own cost, but we will not recognise any insurance costs in invoices.

Partial deliveries require our previous written agreement.



Advance advice note

In order to minimise the goods processing time, we would appreciate advance notice of your consignment at least **2 days before** delivery. This applies to all deliveries to the above mentioned delivery address.

Please fax us a copy of your original delivery note at least **2 days before** delivery of the goods, marked 'Advance delivery note' to the following number:

LUDWIG BECK AG

Zentrales Warenlager Peter-Henlein-Str. 15 85540 Haar

Fax: +49 (0) 89 / 460901-36

or electronically to the following E-mail address avis@|udwigbeck.de

4. ORDER PICKING OF GOODS

Delivery note, packing slip, freight and accompanying documents etc. must all contain the details necessary to facilitate an orderly intake control. These include in particular our

- Order number,
- Delivery conditions,
- **Number** of packaging units in the consignment, or
- for hanging garments, the number of pieces and
- the despatch or delivery note number. (for instance 1 of 8, 2 of 8 etc. 8 of 8)

The delivery note and as appropriate the invoice must be attached in a prominent place to the outside of the relevant package, in a clear plastic sleeve.

Branch order picking

Where no branch order picking has been agreed with you, all items must be **packed** according to article type and colour, within increasing size groups. This order must also be reflected in the delivery note.

In the case of branch order picking, the following points must be ensured.

- one delivery note per consignment i.e. no individual delivery note to each branch, and
- rone invoice per consignment i.e. no individual invoice to each branch.

Centralised delivery to the above mentioned delivery address is obligatory for branch order picking.



5. FREIGHT

We will pay transportation costs where appropriate, as agreed under the contract's transport conditions or as agreed with you in the general terms (PAID/ NOT PAID).

Higher transport costs incurred through changes in the means of shipment (e.g. air freight, express) will only be recognised when we have agreed to this means of shipment in writing. The supplier must bear any additional costs for freight, postage, associated charges as well as for damages and delays which occur as a result of disregarding our transport and packing requirements.

Prior carriage charges will not be entertained. Any packaging costs listed in the invoice shall not be recognised.

Freight and accompanying documents

Proper freight and accompanying documents must be given to the carrier.

The freight / accompanying documentation must include the following basic information:

- Number of packaging units / number of pieces in the consignment
- Total weight of the consignment
- LUDWIG BECK order number

Despatch and despatch processing

UNPAID — Consignments are given to our contracted carrier (see below) who then invoices us direct.

Should **UNPAID** consignments **not be given** to our contracted carrier, the ,carriage paid' condition remains — meaning the sender bears the transport costs.

Our contract carriers **must be properly informed** (by tax) of the consignment to collect in a timely manner.

DTL — Deutsche Textil Logistik GmbH

Please refer to the DTL directory for the appropriate DTL branch under www.dtl.de

Hanging_garment distribution

These should be passed directly — without additional costs or the engagement of an intermediate carrier — as ,UNPAID' to the Deutschen Textil Logistik GmbH (DTL). Please refer to the DTL directory for the appropriate DTL branch under www.dtl.de



Packaging

An adequate, transport safe, environmentally sound and recyclable packaging must be chosen for all modes of despatch.

Pallets must be **fully protected (also from above)** from unauthorised access with plastic foil (see General German Freight Forwarders' Conditions (ADSp) point 6.2.2 as of 0101.1999). Damages occurring during transportation as a result of inadequate packaging must be borne by the supplier according to Sections 411,427 Commercial Code (HGB) and the General German Freight **Forwarders**' Conditions (ADSp).

Types of packaging

Hanging

Clothing must be hung on hangers as per "Rationalisation recommendations for the efficient use of clothes hangers in the garment industry" and packaged in bundles of 5 to 10 pieces in recyclable or reusable see—through plastic bags which are sealed at the bottom.

Cartons

Standard cartons palleted to a maximum height of 1.7m including pallet, overhangs are not permitted. Only half or Euro-pallets are to be used. **No clothes hangers** are to be inserted in goods that are horizontally transported.

Waste prevention/ individual packaging

One plastic bag per covering box/ pack is sufficient. Individual packaging is to be avoided unless it is gift or sales packaging. Glue and tape which cannot be disposed of along with the plastic bag/ cover box should also be avoided.

Please use exclusively unmixed, recyclable packaging materials. The disposal of packaging materials that do not meet this requirement, or the additional costs incurred in not complying with points 4.2.1 and 4.2.2 — in particular unpacking and repacking work - shall be borne by the supplier.

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Taking back sales packaging

We instructed Vfw GmbH to take back our used, completely emptied sales packaging without green dot. You may hand sales packaging over to Vfw GmbH at no charge. For free information call: OBOO—Vwelp (8 394 357).

6. RETURNS

Costs arising from returns necessitated by the supplier are payable by him. Such returns include: goods which are delivered despite a cancellation, non-compliance with the delivery date, excess and incorrect deliveries and failure to identify the order number.

7. FINAL CLAUSE

It is strongly advised that our transport and packing requirements are adhered to. Furthermore, we reserve the right to charge the originator for any additional administrative expense caused.

Should you have any queries regarding our transport and packing requirements, please get in touch with our logistics department before despatch.

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