

EK_PB_008

Shipping Advice and Delivery Rules

Application This delivery standard is an essential element of all our orders.

Shipping advice and documents

Shipping advice (compulsory for shipments >=5 tor >=10 pallets!) By fax prior to loading onto HGV to our purchasing department stating our order number, article number, types/dimensions, drum size with individual lengths, scope of delivery such as weights, number of packages, total lengths of drums, total lengths of rings etc.

Place of delivery

Hemmingen:
Max. packing single weight: 3.2 t
Phone: +49 (0)7150 9209-0
Fax: +49 (0)71 50 41567
E-mail: avis_hemmingen@helukabel.de

Neuenhagen bei Berlin:
Max. packing single weight: 8.5 t
Max, drum diameter: 260 cm
Phone: +49 (0)3342 2397-0
Fax: +49 (0)3342 800 33
E-mail: avis_neuenhagen@helukabel.de

Pleißä:
Max. packing single weight: 2.5 t
Phone: +49 (0)3722 6086-0
Fax: +49 (0)3722 6086 20
E-mail: avis_leissa@helukabel.de

Shipping documents In triplicate with goods and all data necessary for proper processing Proof of customs clearing. EUR1 is necessary.

The shipping notes and bills of lading must be available to our incoming goods departments at least on day prior to delivery (by 4.30 pm)

Invoices Are simple to Helukabel and by
E-mail: ek_rp@helukabel.de or fax to +49 (0)7150 9708 18

Production samples For incoming goods inspection, a sample with the cable imprint visible (1,0m in poly-bag) must be attached clearly visible to one drum per production lot.

Neutral appearance Delivery must be in an absolutely neutral manner. Neither drums cores nor drum flanges must be labelled. Only release, non-neutral foils are Helukabel foils. External or manufacturer's own labels arc also not admissible.

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Receipt of goods

Receiving times of the points of receipt (arrival time)	Hemmingen and Pleiða	
	Monday to Thursday	between 7.30 am and 3 pm
	Friday	between 7.30 am and noon
	Neuenhagen	
	Monday to Friday	between 9 am and 3 pm
	Unless otherwise agreed.	

Exceptions

Exceptions from these rules such as unloading by crane or individual weights greater than the max. packing single weights must be agreed good time, so that the necessary loading equipment and unloading personnel can be provided

Terms of delivery

Delivery must as a rule be made with the following distinction:

Inland traffic EU-internal traffic	DAP place of use, Incoterms 2010 (including line addresses/field warehouses/affiliated companies) Including the cost of all make-up and packaging types Important! Admissible by arrangement with only: KTG drums at the terms of hire valid at the time.
Import deliveries from third or associated countries	DDP place of use, Incoterms 2010 Including the cost of all make-up and packaging types. EUR 1. Non-returnable drums

Note

Our dispatch department must as a rule is notified of ex-works deliveries agreed as a special exception after provision of the goods, so that Helukabel can commission a haulage contractor choice. Details must be agreed with our dispatch department. If we collect goods in the case contractually agreed DAP/DDP/CPT deliveries, then you must effect freight cost compensation.

Insurance

The contractor is free to take out transport insurance at its own costs with a sufficient amount of cover.

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Provision of materials

Materials provided by Helukabel such as metals, semi-finished products for production, packaging toll, drums, pallets, labels and similar goods must be treated carefully by the contractor, identified as foreign property at all times and insured against damage, destruction etc. A stock adjustment for stocktaking purposes must be made and matched at least once a year.

Drum foil and special labels are available per E-mail: ek_kabel@helukabel.de or by fax to +49 (0)7150 41567 by stating your supplier number. The materials can be received on the occasion of goods deliveries at Hemmingen.

Failure to meet delivery dates / covering purchase

Failure to meet a delivery date, i.e. non-observance of a delivery date confirmed by the contractor or of a delivery date stated in an order and accepted without objection, will entitle Helukabel to safeguard its own delivery obligations by effecting a covering purchase at the contractor's expense after notification and setting of a time limit.

Obligation of secrecy

The contractor undertakes to keep secret any and all information and processes it learns about in connection with its activities for Helukabel even after execution of its order. The contractor shall place its employees under an obligation to observe secrecy in this regard also for the time after their dismissal or retirement.

Any and all drawing, excerpts from catalogues, designs etc. that are made available to the contractor or its employees shall remain the unrestricted property of Helukabel and shall be returned on completion of the respective order.

Warranty

The warranty period for warranted characteristics and for defects shall be 36 months after acceptance by Helukabel, but not longer than 40 months after receipt of the delivery.

The contractor warrants and represents the following:

- Observance of all relevant standards and VDE regulations
- Use of perfect materials
- Compliance with the material quality requirements
- Expert processing accurate to size and proper design and function
- Correctness of its test and acceptance inspection results
- In the case of proven responsibility for defective delivery: Absorption of the costs of installation and dismantling of defective products, all costs of transport and substitution of the goods

The statutory period of limitation shall be six months after a notification of defects made within the last month of the warranty period.

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Shipping Advice and Delivery Rules

Terms of payment

As agreed

Evidence of origin and tariff preferences

To guarantee tariff preferences in cross-border trade, it is compulsory that a valid supplier's declaration with identification of the origin of the goods and all countries entitled to tariff preferences and associated countries is submitted at the time of order acknowledgement. Helukabel will regard any delivery made without these documents as incomplete performance with all the resulting consequences for the contractor.

Therefore, it is advisable to always issue the supplier's declaration as a long-term declaration with a term of not less than one year — where possible a calendar year. Individual declarations limited in time must be renewed without being asked.

If there is any doubt about the origin of goods or about any declaration of origin made by you, we shall be entitled to use the official INF4 Information system.

Place of performance and transfer of risk

The place of performance and the place of transfer of risk for deliveries/services shall as a rule be the place of delivery/acceptance specified by the order.

The place of payment shall as a rule be Hemmingen/Württemberg.

Place of jurisdiction and applicable law

The place of jurisdiction for both parties to the contract shall be Ludwigsburg/Württemberg.

All contracts shall exclusively be governed by the law of the Federal Republic of Germany.

Important notice

Compliance with these delivery instructions shall not release the supplier/manufacturer from its duty to comply with the generally accepted engineering standards and statutory or official requirements, in particular the rules and regulations regarding the prevention of accidents, legal duties to maintain safety and regulations regarding secure transport and the securing of loads.