

# Terms and Conditions for Receiving Goods of Ernst Diegel GmbH

## I. Delivery Address

Ernst Diegel GmbH  
Ernst-Diegel-Str. 1  
36304 Alsfeld  
Receiving  
Phone: +49 6631 785-422

## II. Receiving Times/Waiting Time and Breaks

1. Our receiving times are as follows:  
Monday – Thursday: 7:15 AM – 3:00 PM  
Friday: 7:15 AM – 11:00 AM
2. Deliveries may not be received or unloaded in general outside our receiving times.
3. The responsible employee in the receiving department shall be required, within the limits of the ability thereof, to unload the delivered goods without delay and process the delivery. Nevertheless, delivery companies should plan on a certain amount of waiting time.  
Delays may have the following causes:
  - break times (9:00 – 9:15 AM, 12:00 – 12:30 PM, 2:20 – 2:30 PM);
  - multiple deliveries at the same time. In general, trucks will be unloaded in the order they arrive. However, high-priority deliveries may be given preference;
  - closer inspection of incoming goods prior to unloading (e.g. in case of solvents in the tank).

## III. Discharge conditions / no loading ramp

There is no loading ramp available for unloading. The supplier must ensure that the material is loaded by the carrier in such a way that a safe unloading is nevertheless guaranteed.

## IV. Packing/Delivery Condition

All Delivery Objects must be properly and adequately packed.  
The packaging is to be selected in such a way as to offer adequate protection from damage of all kinds and to keep the environmental impact of the packaging as low as possible

## **V. Delivery of Sackware**

1. In case of the delivery of goods in powder form in sacks, only palettes containing a single batch will generally be accepted. Mixed palettes (different batches or products on a single palette) may be accepted in exceptional cases and shall require prior consultation with Diegel.
2. If a sack is damaged, Diegel will refuse receipt of the entire palette. A sack shall be considered damaged if material is leaking or may leak while in an unopened state.

## **VI. Delivery of Frost-Sensitive Goods**

1. If goods are deemed to be "frost-sensitive" or "temperature-sensitive," this shall be noted in clearly visible form on the delivery certificate as well as on the relevant container.
2. The Supplier shall be required to ensure that the material does not fall below the minimum temperature for the entire way from the warehouse thereof to Diegel's warehouse.
3. During the incoming goods inspection, measurements will be taken at 3 different spots on the outer wall of the relevant container (top, middle and bottom). A thermometer with a surface probe (compact thermometer P400) and a precision of +/- 0.3°C will be used for this purpose. If a measurement falls short of the indicated minimum temperature plus +0.3°C, the goods will be refused.

## **VII. Delivery of Solvents in Tankers**

1. One day prior to the delivery of hazardous goods in a tanker, the following information shall be provided to Diegel by the Supplier:
  - the name of the driver;
  - the identification of the truck/tractor unit.The driver shall also be required to present his or her personal ID and a valid ADR certificate upon request.
2. Diegel shall specify a time window (2-3 windows) for deliveries in tankers which must be adhered to by the shipper. If delays occur, Diegel shall be notified immediately.
3. Each tanker must be equipped with an alerter system with emergency shutdown (dead man's switch) and a vapour adapter. Unloading without this equipment shall require special approval and must be coordinated with Diegel in advance. The Supplier shall be charged a lump sum of € 50.00 plus VAT in this case to cover expenditures.

Filling materials shall be unloaded by dumping. For this reason, it is not necessary to bring a pump.

4. The actual quantity delivered is to be documented using a weighing slip, which shall be a component of the delivery documents. If no weighing slip is available, one shall be submitted as soon as possible on the day of delivery. Otherwise, the Supplier shall be charged the cost of materials per 25kg for each product delivered.

### **VIII. Defects**

1. If the aforementioned defect or other defects are found upon delivery, receipt shall be refused. If the goods are urgently needed, Diegel reserves the right to receive them nevertheless. All added costs arising as a result shall be charged to the Supplier. If the defect is found only after delivery, the Supplier shall be required to return the material at its own cost in a timely manner. In both cases mentioned above, the Supplier shall be required to deliver a replacement as soon as possible, within the limits of its ability.
2. All defects shall be precisely documented, within the limits of our ability:
  - photos (in case of frost damage, photo of the temperature measurement);
  - reference to the defect on the delivery certificate with the driver's signature.This documentation shall be made available to the Supplier together with the complaint letter.

### **IX. Delivery Documents**

1. The delivery documents must be present and complete for Diegel at the time of delivery. Missing documents are to be submitted immediately.
2. The delivery documents shall be comprised of the following documents:
  - delivery certificate (supplier);
  - bill of lading (shipper);
  - work inspection certificate (for raw materials);
  - current safety data sheet (if necessary, particularly for raw materials);
  - name of the driver and identification of the tractor unit (for tanker deliveries only);
  - weighing slip (for tanker deliveries only).

### **X. Labelling**

1. All goods are to be labelled in accordance with applicable provisions in Germany. The Supplier shall be fully liable for damages or legal consequences arising from mislabelling, insofar as it is responsible for the mislabelling.

2. The following information must be clearly visible on the individual containers and on the associated delivery certificate (for raw materials):
  - product name;
  - batch number (traceability must be ensured);
  - net quantity;
  - gross quantity (including tare weight).