

Packaging and Shipping Instructions Betten Duscher GmbH

Version 1.0

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1. Introduction

All transactions are made on the basis of the packaging and shipping instructions below and the general conditions of purchase. By accepting our order these conditions are acknowledged. Deviations are only allowed if this is specifically requested in an order

If the supplier complies with the organizational and administrative regulations, there are no costs. For failures or errors caused by the supplier and the associated processes of Betten Duscher GmbH disturb, Betten Duscher GmbH reserves the right to charge these expenses to the supplier.

This concerns z. For example, the following cases:

- Delivery date exceeded
- no bill of lading (or lack of information)
- no invoice (only for non-ReKo suppliers)
- no delivery note or incomplete or incorrect data
- no order number of Betten Duscher GmbH
- no notification
- no transport label
- no traceable delivery documents
- damaged boxes / pallets

The packaging and shipping instructions are effective immediately until they are replaced by a new version.

2. Confirmation of the order

Each order has to be confirmed separately. The order confirmation must include the order number in the following order:

- order number (will be given by Betten Duscher)
- date of the order
- Agreed terms of payment and delivery
- Quantity and price of the ordered items
- Item number
- Date of delivery
- Weight including packaging per unit (box, carton, etc.) in kg
- Total number of packages in pieces
- Total net and gross weight

These order confirmations may be required by the German customs authority and must be carefully prepared.

3. Shipping Process

3.1 Packaging

3.1.1 Carton Dimensions

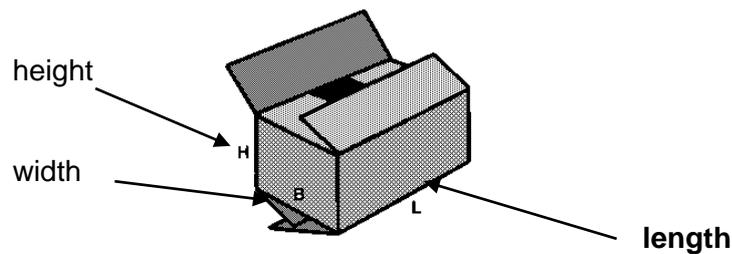
The following carton dimensions are only external dimensions.
The carton must not exceed a total weight of 20 kg.

length in cm	width in cm	height in cm
80	60	50
80	60	40
60	40	30
60	40	40
40	40	40

In agreement with the purchasing department (+49 9461 940916, einkauf@duscher.de), alternative carton dimensions are possible or the carton can be adapted to the dimensions of a Euro pallet for transport by forwarding only.

3.1.2 Type of cardboard packaging

The cartons must conform to the FEFCO-ASSCO-code 201 for cartons.

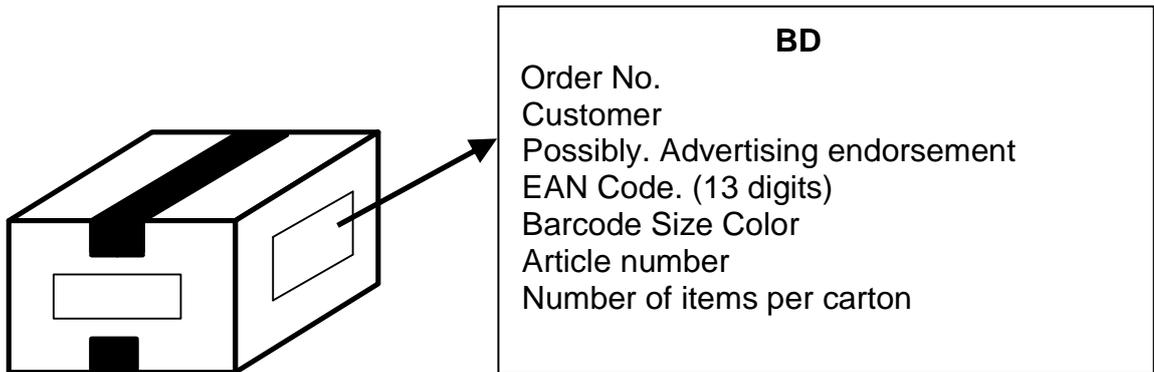


Prescribed strength values					
		DIN 55468 variety	Burst pres- sure (kPa)	Puncture resistance (J)	Edge crush resistance (kN / m)
Transport Packaging		2.40	1400	8,5	7,5

4. Marks

Labeling of the boxes (general)

Attention: The order number (5-digit) must be requested by the purchasing department no later than 2 weeks before shipment (+49 9461 940916, ein-kauf@duscher.de).



The total number of cartons of the order specified as follows:
Carton. 1-3 / 2-3 / 3-3

The placement of a label is always 1x at the front of the package.

The placement and number of labels may deviate from this, if specified in the contract.

5. Packing Instructions

5.1 Carton shipping

It is always the same number of individual items in a transport box (carton) to pack. The delivery quantity must be agreed in such a way that no residual quantities arise.

Care must be taken to ensure that the cartons do not deform due to overpacking and that the goods are not packed higher than the carton actually is (cushions and textiles often give way when the cover is removed).

Cavities should be filled with paper or cardboard (not newsprint or similar), plastic materials should be avoided.

The boxes must be secured against transport and taped with adhesive tape.

The carton used may deviate if the order specifically stipulates which type of cardboard and gluing must be used.

When delivering, taking into account the weight of an optimal utilization of each individual box, as well as on the optimal carton size:

If the piece specifications and the carton specifications are not optimally specified, please contact the purchasing department before the goods are delivered.

6. Transport

6.1 General

The delivery shall be made according to the delivery conditions specified on the order, where the interpretation of the condition according to the INCOTERMS - latest version - shall be deemed to be agreed.

The address of sender and recipient as well as the BD order number must be clearly visible on every pallet as well as on all documents (labels, invoices, shipping documents and delivery note).

On each pallet the total number of pallets of the order must be indicated as follows:

Pal. 1-3 / 2-3 / 3-3.

Shipments without a complete order number on the aforementioned documents will not be accepted.

The packaging must be adapted to the transported goods and route accordingly. Delivery must be made on flawless EURO pallets (except imported goods, Lithuania and Poland). Disposable pallets and disposable containers will not be taken over.

The pallets are article-specific, pack-wise article-wise or order-cleanly packed. The goods (cartons) must not exceed the basic dimension of the pallet and a total height of 2.2m.

It is possible to put several pallets on top of each other, as long as the total height is kept and the bottom goods (cartons) are not damaged (weight).

Non-palletable items are to be reported to our purchasing department (mail: ein-kauf@duscher.de) for the purpose of being included in our logistic master file and to authorize you to ship the box without a pallet.

If we fail to do so, we will charge you for any resulting higher unloading costs.

The pallet exchange generally takes place step by step. The responsibility for balancing and balancing lies exclusively between the supplier and the place of delivery. Pallet debts expire after 6 months. Pallets are not to be charged, but can be picked up by appointment.

6.3 Sea freight shipments

The delivery condition for sea freight shipments is FOB and CIF for India / Pakistan. The supplier must contact a designated carrier (to be seen on the order confirmation) to clarify the details of the shipment.

If the container is packed by the supplier, we shall hold the supplier liable for short deliveries, damage due to bad loading, freight differences due to lack of capacity, etc. We reserve the right to charge the supplier the damage amount.

6.4 Air cargo shipments

For air freight shipments, the receiving airport is Munich or Frankfurt.

Air freight consignments are to be handled on BD's instructions.

All required documents must be sent to us in advance.

Important: Certificates of origin, licenses, etc. are attached to the goods or to the bank documents.

6.5 Modification of the mode of transport (delayed delivery)

When changing the transport route from sea to air freight due to a delay in delivery from the supplier, the latter is obliged to confirm the following points in writing before the goods arrive.

- The change was due to a delivery delay.
- The air freight costs are borne by the supplier (prepaid)

With the original delivery condition FOB we refund the theoretical sea freight costs. About these costs, we need from the supplier a load note. The supplier has to request the valid sea freight. The goods invoice must contain the original delivery condition (FOB).

In the original delivery condition CFR no reimbursement of sea freight takes place. The delivery condition is to be changed to CFR Munich or Airport.

6.6 Shipping by truck

For delivery terms FOT and DAF, the supplier must contact the forwarding agent specified on the order confirmation in order to clarify the details of the shipment.

The shipment of the goods must be made within the agreed delivery date and according to the agreed delivery condition:

Receiver of the goods:

- **Betten Duscher GmbH - Am Richterholz 4-6, 93426 Roding**
- **BD Logistik GmbH - Oerbker Berg 2, 29683 Bad Fallingbostel**
- **Emons GmbH Hamburg - Peutestraße 78, 20539 Hamburg**
- **Spedition Ahlers - Stendorfer Straße 3, 27721 Ritterhude**
- **Spedition AMM - Bremerhavener Straße 25, 90451 Nürnberg**

7. Notification

Prior to shipment, the consignment is to be marked by your transport guide stating the number of shipping units (= pallets or boxes) and the order number as well as the requested delivery date and desired time (Mon. - Thurs. 6 - 2 pm, Fri 6 - 11 am). At the same time, you send us the delivery documents by mail no later than one day before delivery.

Betten Duscher GmbH
Am Richterholz 4-6, 93426 Roding
Mail: versand@duscher.de

BD Logistik GmbH
Oerbker Berg 2, 29683 Bad Fallingbostel
Mail: kerstin.osterholz@duscher.de

The notification must be received no later than one week before delivery.

Deliveries outside of the delivery deadline will be rejected.

The forwarder will immediately receive confirmation of the goods acceptance deadline given by the warehouse by e-mail indicating the date and time (if possible, the information requested by you). This is to be taken from the confirmation.

Please note the terms, the goods must be collected within the delivery window recorded in the order.

Specified delivery dates are fixed dates = delivery date at the recipient.

We reserve the right to refuse acceptance of delivery as well as to refuse payment and rescind the purchase agreement.

If we have prescribed a shipping forwarder, the goods are to be handed over to our respective warehouse for transport.

8. Delivery

The carrier must be provided the accompanying documents for each individual transport order (stating our complete BD order number / Avis).

The carrier must hand over the transport order and the advice of advice at the counter of the respective warehouse.

Only orders and quantities that have been confirmed by the respective warehouse will be taken over. Unannounced shipments will be rejected. Failure to arrive on time will result in the program being used as a filler or may be taken over at the end of the day.

9. Disclaimer

All consignments handed over at the delivery points must be packed in a safe transport and secure access.

For pallet shipments, in particular, it must be ensured that they are securely wound or welded in. Should one of these requirements not be met, the goods are accepted only under disclaimer. The acceptance of the goods thus takes place "with reservation".

For lost shipments, you have a proof, if you cannot provide these, we are not obliged to make payments.

10. Transport Labels

For internal further processing, we require an EAN 128 transport label on each shipping unit, which is described in more detail below. For pallets, this must be done on the front and for parcels on the long side, top right of the package. Each saleable item must be identifiable by an EAN 13 bar code.

The EAN 128 transport label should contain the following information:

- NVE = number of the shipping unit (unique package identification in the EAN 128 standard)
- ORDERNR.
- customer
- Possibly. Advertising endorsement
- EAN Code. (13 digits)
- Barcode
- Size Color
- Item number
- Number of articles per carton

11. Takeover of the goods

11.1 Acknowledgment

The respective warehouse confirms the number and type of packages taken over (= shipping units), but not their contents, value or weight.

Packages are defined as pallets (also stacked and wound pallets are considered one unit), half pallets or individual collies, but not, for example, as cartons in a closed access safe pallet.

11.2 Damage Advice

As well as damages are externally recognizable, they must be recorded on delivery by the recipient on the receipt and countersigned by the forwarder (HGB §438).

In the case of damages that could not be identified externally (hidden defects), the sender must be in possession of the damage notice without delay, at the latest on the seventh day after delivery.

12. Partial / delay / wrong delivery

Basically, an unauthorized partial delivery / subsequent delivery is strictly prohibited, the still-notified subsequent deliveries are generally refused acceptance.

Replacement items may only be delivered with the explicit consent of Betten Duscher. False deliveries will be returned at supplier's cost.

13. Failure costs and liability

Due to the "free house" condition between the supplier and Betten Duscher, the responsibility for the quality and safety of the transport chain naturally remains with the supplier. The supplier guarantees that the contents and packaging comply with the valid legal provisions of EU + CH.

If the supplier complies with the organizational and administrative regulations, there are no costs. Betten Duscher reserves the right to charge these expenses to the supplier for failures or errors caused by the supplier and disturbing the associated processes of Duscher beds.

This concerns e.g. the following cases:

- Delivery date exceeded
- No bill of lading (or lack of information)
- No delivery note
- No order number of the BD
- No notification
- No transport label
- No traceable delivery documents
- Missing or incorrect pricing or labelling