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Introduction

The success of our company depends primarily on the capacity of our Suppliers. We deal with our Suppliers as partners. This cooperation must satisfy the criteria of reliability, cost conscientiousness and quality. We understand quality to encompass the overall performance of a company. This includes submitting offers, advice, deliveries, communication and servicing. The Supplier Handbook is part of each supply contract between the Supplier and Ernst Klimmer GmbH (also referred to in the following provisions as the "Customer"). These provisions also apply for future supply contracts even if the orders to not expressly again refer to this Handbook.

The Materials [*Materialwirtschaft*] department at Ernst Klimmer GmbH is responsible for the procurement process. It is possible in some points to have individual, separate agreements. This is pointed out in the individual chapters.

The original version of this Supplier Handbook was prepared in the German language. You can download the German version of this Supplier Handbook here: [[FB-8.4.3-2-Lieferantenhandbuch-1.pdf](#) ([klimmer-gmbh.de](https://www.klimmer-gmbh.de))]. This English translation only serves the purpose of providing information. If there are any contradictions between the German version and this English translation, the German version shall take precedence. Where the English wording is followed by a German legal term set in parenthesis, the German term shall prevail.

References in this Supplier Handbook to Clauses without further specification of a contract refer to Clauses of this Supplier Handbook.

References to the applicability of statutory provisions have only a clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in this Supplier Handbook.

In addition, templates that can be filled out and information such as e.g. the information form for Suppliers, the Non-disclosure Agreement, the quality requirements for the testing of screws/nuts as well as the systems customer requirements can be downloaded from our Supplier portal <https://www.klimmer-gmbh.de/lieferanten/> using corresponding links.

1. General Terms and Conditions for purchases

1.1. Scope and general provisions

The legal relationships between the Supplier and the Customer are subject to the following General Terms and Conditions for Purchases (the "Ts&Cs"). Any general terms and conditions of the Supplier which deviate from or go beyond or are different from these Ts&Cs do not apply. This is also the case if the Customer conditionally accepts deliveries despite knowing about the Supplier's general terms and conditions.

1.2. Orders

1.2.1. Supply contracts (order and acceptance)

If the Customer submits a binding offer through its order and if the Supplier does not accept the order within one week after it has been received, the offer contained in the order expires.

All agreements made when concluding the contract must be completely set forth in writing. The employees of the Customer are not authorized to make oral agreements which deviate from the written agreement.

1.2.2. Calls for delivery

In the case of a contract for on-call deliveries, calls can also be made by long-distance data transmission. Calls for delivery become binding at the latest if the Supplier has not objected within one week after receiving the call.

1.2.3. Reasonable changes

The Customer can demand changes in the design and form of the subject of the delivery within parameters which are reasonable for the Supplier. The effects especially with regard to additional and reduced costs as well as the delivery dates must be regulated reasonably by mutual agreement.

1.2.4. Suitable use

The Customer can inform the Supplier in the order or the call for delivery about the planned intended use of the product. In this event, the Supplier is required to give notice that the product is not suited for the intended purpose without undue delay.

1.3. Shipping and packaging

The products to be delivered must be properly packed and include all necessary delivery and shipping papers in accordance with the special provisions in Clause 4 of this Supplier Handbook.

1.4. Prices, payment terms and invoices

1.4.1. Complete invoicing

The invoice must include the complete order number and item number. Invoices which have not been properly issued are deemed not to have been issued (see on this aspect also Clause 1.4.9.).

1.4.2. Sending Supplier invoices

In addition to sending a hardcopy of the invoice, it is also possible to send invoices electronically. Please pay attention in this regard to our guidelines as well as our registration form which must be completed.

You can find both documents at

https://www.klimmer-gmbh.de/wp-content/uploads/2023/06/Elektronischer-Rechnungsversand_2023.pdf

1.4.3. Binding agreement on price

The price agreed in the order is binding. Unless agreed otherwise in writing, all other costs such as, for example, packaging, shipping, tolls and insurance are included in the shown price. The prices do not include statutory value added tax.

1.4.4. Supplier invoices

Unless agreed otherwise in writing, Supplier invoices will be paid in the net amount in each case within 30 days after delivery and receipt of the invoice.

1.4.5. Payment

The payment will be made by transfer and subject to examination of the invoice. The payment is not an acknowledgement of the delivery as being free of defects.

1.4.6. Acceptance of early deliveries

If early deliveries are accepted, the due date for the payment is based on the agreed delivery date.

1.4.7. Incorrect delivery

In the case of incorrect delivery, the Customer is entitled to withhold the payment in a proportionate value until proper performance has been rendered.

1.4.8. Claims

The Supplier is not entitled to assign its claims against the Customer or have those claims corrected by third parties without the prior written consent of the Customer, which cannot be unreasonably refused; this does not apply insofar as monetary claims are concerned (§ 354a of the German Commercial Code [*Handelsgesetzbuch*, "HGB"]). If there is an extended reservation of title [*verlängerter Eigentumsvorbehalt*], consent is deemed to have been issued. If the Supplier assigns its claims against the Customer without the consent of the Customer in violation of sentence 1, the assignment is valid, anyway. However, the Customer can, at its election, satisfy the claim by payment to the Supplier or the third party.

1.4.9. Correspondence related to an order

The correspondence related to an order must be conducted only with the Materials department, stating the order number and other listed references. The following must always be stated in confirmations, delivery certificates, invoices and other correspondence:

- the complete order number
- the Klimmer materials number
- the designation of the delivered item
- the Supplier number

Invoices from the Supplier which do not fulfill the prerequisite in the above paragraph are deemed not to have been issued. The invoice is first deemed to have been issued when the Supplier has

subsequently satisfied all prerequisites. The Customer only needs to inform the Supplier once about the necessary correction.

1.4.10. Rights of set-off and retention

The Customer has rights of set-off and retention to the extent provided by law without any restrictions.

1.4.11. No reservation of title

In light of the fact that the Customer normally further processes the Supplier's product and sells it on, the Parties exclude every type of reservation of title for the benefit of the Supplier unless agreed otherwise in writing.

1.5. Acceptance

If an acceptance by the Customer is provided for in the law or agreed in a contract, this acceptance is only deemed to have been issued if the Customer declares it in text form (see § 126b German Civil Code [*Bürgerliches Gesetzbuch*, "BGB"]).

1.6. Confidentiality

1.6.1. Business secrets

The contract partners undertake to treat all non-public commercial and technical information, records and details which they learn about in the business relationship as business secrets and only to disclose them to those persons who must have knowledge of them for the purpose of performance of the contract. Business secrets are especially deemed to be, but not limited to, drawings and other specifications, such e.g. the Customer's standards for the features of the material or the requirements of the Customer's own customers concerning products to be manufactured by the Supplier.

1.6.2. Begin, term and end of the obligation

This obligation begins when the information, records and knowledge is first received and applies without any time limit.

1.6.3. Conduct towards third parties

Drawings, models, templates, samples and similar items cannot be provided to unauthorized third parties or otherwise made available to them. The reproduction of such items is only permissible to the extent needed for operations and in accordance with provisions in copyright law. Corresponding obligations must be imposed on sub-suppliers.

1.6.4. Written consent of the contracting parties

The contracting parties can only advertise using their business relationship upon receiving prior written consent.

1.7. Delivery dates and time periods

1.7.1. Place of performance and transfer of risk

The place of performance is the location where the items under the contract must be delivered in accordance with the order unless agreed otherwise between the Parties. The place of performance is accordingly, in the case of doubt, the registered office of the Customer. The risk of accidental loss or accidental deterioration of the products passes to the Customer when they are handed over to the

Customer of the place of performance. The provision in the law on transfer of risk in the case of default in acceptance is not affected.

1.7.2. Binding nature of agreed dates and time periods

Agreed dates and time periods are binding. Compliance with the delivery date or delivery period depends on when the products are received at the Customer. Unless delivery "ex works" has been agreed, the Supplier must provide the products in time, taking into account the normal time for loading and shipping. Reference is made to the legal consequences of late delivery mentioned in Clauses 1.8.1 and 1.8.2.

1.7.3. Non-compliance

If the Supplier recognizes prior to the due date that the Supplier cannot comply with the agreed delivery date, the Supplier must notify the Customer about this in writing without undue delay and state the duration the reasons for the delay. The Supplier is required to propose solutions to the Customer for how the delivery can be still achieved and secured in accordance with the contract or using compatible goods while maintaining competitive prices and without changing the specifications if at all possible. The Supplier is also required to take all necessary measures at its own expense, in order to prevent delay or mitigate the any consequences of the delay as much as possible. This does not affect claims resulting from delay in delivery.

1.7.4. Delivery before the agreed delivery date

In light of the Customer's limited storage capacity, the Customer is not required to accept deliveries prior to the agreed delivery date, and the Customer reserves the right to send the delivered products back to the Supplier at its expense or store the delivered products at the expense and risk of the Supplier. Partial deliveries will be accepted in the exactly the same manner and only after an express agreement.

1.8. Delayed delivery

1.8.1. Compensation for default damages

In the event of delayed deliveries, the Supplier is required to compensate the Customer for the default damages in accordance with the provisions in the law. The Customer is also entitled to demand a contract penalty pursuant to Clause 1.17.2 which will be credited against the incurred damages.

1.8.2. Acceptance of a late delivery

Acceptance of a late delivery does not constitute a waiver of the Customer's claims for damages.

1.9. Force majeure

Force majeure, strikes, legal lock-outs, civil unrest, measures by public authorities and other unforeseen, unavoidable and serious events which hinder one of the contracting parties in rendering performance release that contracting party from the duties to perform for the duration of the disruption and to the extent of its effects. This also applies if these events occur at a point in time when the affected contracting party is in default. The contracting parties are required to provide each other the necessary information without undue delay and to the extent reasonable and to adapt their obligations to the changed circumstances in accordance with good faith. If the hindrance lasts longer than three months, each Party is entitled to withdraw from this Agreement. The Supplier will reimburse to the Customer any consideration that has already been rendered in this situation without undue delay.

1.10. Quality, environmental matters and documentation

1.10.1. Compliance with duties related to quality, the environment and documentation

The Supplier must comply with the standards and procedures recognized for the Supplier's deliveries as well as the newest state of the art in science and technology, provisions on safety and the environment and the agreed technical data. Furthermore, the products delivered by the Supplier must correspond to the respectively applicable provisions in the law and provisions issued by public authorities. This applies especially also for the requirements for energy consumption and energy efficiency. Changes in the delivered product require the prior written consent of the Customer. In addition, the provisions in the quality assurance standard in Clause 3 apply.

1.10.2. Support from the Supplier in subsequent verification of specific requirements by public authorities

To the extent public authorities which are responsible for vehicle safety, exhaust regulations or similar matters demand access to the production process and the testing documents of the Customer in order to subsequently examine certain requirements, the Supplier declares that it is willing, upon request of the Customer, to grant the same rights in the Supplier's operations and provide all reasonable support.

1.10.3. Safety data sheets

The Supplier will provide to the Customer with the offer a chemical safety data sheet for chemicals in accordance with the Hazardous Substances Regulation [*Gefahrstoffverordnung*, "GefahrstoffV"] (pursuant to the Regulation (EC) 1907/2006). If the materials or the law change, the Supplier will hand over to the Customer updated data sheets.

1.10.4. Suppliers of machinery and equipment

Suppliers of machinery and equipment must comply with the requirements in the technical specifications.

1.10.5. Chemicals, hazardous substances and conflict minerals

The Supplier undertakes to comply with the provisions in the REACH Regulation (Regulation (EC) 1907/2006) as well as the RoHS Directive (Directive 2011/65/EC), as amended. The Supplier warrants that the delivered substances and items do not contain any prohibited substances or content above the stated thresholds.

Insofar as the delivery item contains hazardous substances or mixtures, the Supplier warrants compliance with the provisions of the CLP Regulation (VO (EG) 1272/2008) and the Chemicals Act (ChemG), as amended.

Furthermore, the Supplier warrants that it will not procure and deliver any delivery items that contain conflict minerals pursuant to Section 1502 U.S. Dodd-Frank Act (Dodd-Frank Wall Street Reform and Consumer Protection Act of 21.07.2010) or similar national or international laws. In addition, the provisions of the purchaser's Supplier Code of Conduct shall apply (see Clause 1.18).

1.11. Warranty claims

1.11.1. Delivery of defective products

The statutory provisions on liability in the case of defects apply with regard to delivery of defective products unless agreed otherwise. If the contract object has a defect under §§ 434, 435 BGB, the Customer can assert the rights established in § 437 BGB without any restriction. Any remedial time

period already set by the Customer's purchaser must be taken into account when determining the reasonableness of a remedial period to be set for the Supplier.

1.11.2. Acceptance and notification of defects

The provisions on quality assurance in Clause 3.11. apply for the responsibility of the Customer to examine deliveries and raise objections.

1.11.3. Replacement parts and costs resulting from defective goods

The parts to be replaced by the Supplier must be provided by the Supplier to the Customer at the expense of the Supplier without undue delay.

1.11.4. Time bar for claims under warranty

In order to secure the position of the Customer with regard to the Customer's own purchaser, the Parties agree on a time period of three years after delivery of the goods for claims under warranty. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. §§ 438 para. 1 no. 1 and no. 2, 445b and 634a para. 1 no. 2 BGB remain unaffected. The provision also applies if the defective product was further processed prior to the sale to the Customer's purchaser.

1.11.5. Supplier recourse

The statutory claims for expenses and recourse within a supply chain (supplier recourse [*Lieferantenregress*] pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u BGB) shall accrue to the Customer without restriction in addition to the claims for defects. In particular, the Customer shall be entitled to demand from the Supplier exactly the type of subsequent performance (repair or replacement) that the Customer owes its customer in the individual case; in the case of goods with digital elements [*Waren mit digitalen Elementen*] or other digital content, this shall also apply with regard to the provision of necessary updates. The statutory right of choice of the Customer (§ 439 para. 1 BGB) shall not be limited hereby.

Before the Customer acknowledges or fulfils a claim for defects asserted by its customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2, 3, 6 sentence 2, 475 para. 4 BGB), it shall notify the Supplier and request a written statement, briefly setting out the facts of the case. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by the Customer shall be deemed to be owed to the respective customer. In this case, the Supplier shall have the burden of proof to the contrary.

The Customer's claims under the supplier recourse [*Lieferantenregress*] shall also apply if the defective goods have been combined with another product by the Customer, its customers or a third party or have been further processed in any other way (e.g. by incorporation, attachment or installation).

1.12. Product liability

If claims are asserted against the Customer by third parties due to a product liability case, the Supplier guarantees to the Customer to the extent the Supplier would be liable to the third party in an external relationship. The compensation for damages between the Customer and the Supplier is governed by the principles in § 254 BGB applied accordingly. This also applies in the event of a direct assertion of a claim against the Supplier.

The Customer will inform the Supplier without undue delay and comprehensively if the Customer wants to assert a claim in accordance with the above provisions, and the Customer will consult with the Supplier. The Customer must give the Supplier the opportunity to examine the situation that resulted

in harm. The contracting parties will consult with each other about the measures to be taken, especially in the course of settlement negotiations.

1.13. Insurance

1.13.1. The Supplier is required to conclude business liability insurance, including extended product liability insurance, in order to cover claims for damages by third parties resulting from defective delivery and services. This will be at the expense of the Supplier. The insurance covers personal injury, property damage and financial damages, such as e.g. the costs for additional processing, disassembly and installation costs as well as testing costs and costs for sorting. The Supplier is also obliged to conclude an insurance policy covering the costs of recalls of motor vehicles. This insurance shall cover, among other things, the costs of notification, transfer, inspection, sorting, storage, removal, installation and destruction costs in the event of recalls by automobile manufacturers or authorities. The referenced insurance policies must be continuously maintained by the Supplier. The Supplier must make sure that any damages caused during the term of the contract are insured even after the contract ends.

1.13.2. The coverage for the insurance referred to in Clause 1.13.1 must be at least EUR 5 million for each insured event and insurance year.

1.14. Intellectual property rights

1.14.1. Violation of intellectual property rights and registration of intellectual property rights and copyrights

The Supplier undertakes to transfer to the Customer the contract object free of rights of third parties and to procure for the Customer the rights and authorizations to be granted pursuant to the contract without any restrictions.

The Supplier is liable for claims resulting from violation of intellectual property rights and registrations (protective rights) and copyrights of third parties in the case of contractual use of the delivered items, unless the Supplier proves that the Supplier was not responsible for the violation.

1.14.2. Indemnification against claims resulting from the use of intellectual property rights and copyrights

The Supplier will indemnify the Customer and its purchasers against all claims of third parties, including reasonable costs for legal defense, such as especially attorneys' fees and court fees.

1.14.3. Exception in the case of indemnity against claims resulting from use of intellectual property rights

This does not apply to the extent the Supplier has manufactured the delivered items in accordance with drawings, models or equivalent other descriptions or information from the Customer that have been handed over and to the extent the Supplier does not know or should not know in connection with the products developed by the Supplier that they violate intellectual property rights or copyrights.

1.14.4. Obligation of the contracting parties to inform each other in the case of risks of violation and alleged instances of violation

The contracting parties are required to inform each other without undue delay about risks of violation that they learn about and alleged instances of violation, and the contracting parties must give each other the opportunity to work together to counter corresponding claims.

1.14.5. Notification of licensed intellectual property rights, registrations and copyrights in the delivered item

The Supplier must disclose the use of published and unpublished own and licensed intellectual property rights in the supplied item to the Customer at the latest when the contract is concluded. If the use of such an intellectual property right is not disclosed and instead the Customer first learns about such use afterwards, the Customer is entitled to withdraw from the contract. In the event of exercising the right of withdrawal without undue delay after notification, the Supplier cannot demand any damages from the Customer as a consequence of the withdrawal.

1.15. Use of means of production as well as confidential information and documents of the Customer

1.15.1. Written consent of the Customer for deliveries of means of production to third parties

To the extent the following means of production do not already fall under the obligation to maintain business secrecy under Clause 1.6.1, the following applies. Models, matrixes, drawings, templates, samples, tools and other means of production as well as confidential information provided by the Customer to the Supplier or for which the Customer has provided full payment can only be used for deliveries to third parties with the prior written consent of the Customer. To the extent these means of production, which have not been conclusively listed, or other items provided to the Supplier are supposed to remain the property of the Customer, such means of production must be marked accordingly. They must be treated by the Supplier with care. The Customer assumes to a reasonable extent the costs of maintenance and insurance, to the extent this is necessary for the respective means of production. The Supplier will inform the Customer without undue delay about damage to the means of production. The Supplier must use these means of production and items exclusively to fill the order and can only make them available to third parties upon receiving the prior written consent of the Customer. If the exclusive title of the Customer is lost as a result of connecting, combining or processing them, the Customer will become the sole owner of the new item because the connection, combining or processing takes place on behalf of the Customer. The mentioned items must be surrendered to the Customer upon its request at any time without undue delay. Copies can only be prepared with express, prior written consent.

1.15.2. Process descriptions, drawings, drafts, models, tools and similar items

Process descriptions, drawings, drafts, models, tools and similar items prepared by the Supplier in accordance with the information from the Customer become the property of the Customer.

The handover is replaced by the Supplier holding the item free of charge for the Customer. To the extent not agreed otherwise, the Supplier must surrender possession of the items mentioned in sentence 1 to the Customer when the contract ends. The Supplier must ensure the produced items at its own expense against fire, theft etc. for the period in which they are held in safekeeping. Upon request, the Supplier will provide proof of corresponding insurance to the Customer.

1.15.3. Violations

If the Supplier violates its duties under the preceding Clause 1.15, the Customer is entitled to withdraw from the contract and/or demand damages in accordance with the provisions in the law.

1.15.4. Electronic data processing / data protection

Supplier information will be used exclusively within the department Materials as well as in relevant interfaces (e.g. disposition, development, quality management) and will not be disclosed to third parties. Banking and payment data will be stored in our ERP system.

The parties undertake to process personal data received from the other party within the framework of the contractual relationship in accordance with the applicable laws and legal provisions, in particular in accordance with the EU General Data Protection Regulation (GDPR).

We draw your attention to our data protection statement. You will find this at our website at <https://www.klimmer-gmbh.de/datenschutz/>.

If you have questions about this, please contact our data protection officer whose contact data you will find in the data protection statement.

1.16. Communications

The Parties intend to document their communications as comprehensively as possible. The Customer should prepare in a timely manner protocols with brief summaries concerning discussions/consultation and send these to the Supplier by email. The Customer can write these protocols in the form of bullet points, scanned notes or audio-recordings. The Customer must prepare comprehensive protocols only after receiving an express order and in exchange for separate compensation. The Supplier will also communicate decisions by email if possible. Telephonically and orally declared decisions of the Supplier will be confirmed by the Customer by email. In order to assure fast further processing by the Customer using the Supplier's goods, the Supplier undertakes to make sure that emails received with regard to the contractual relationship will be called up daily on workdays and answered without undue delay, but at the latest within 24 hours. The Supplier furthermore undertakes to make sure that requested confirmations that emails have been read and/or received will be issued by email within 24 hours.

1.17. Liability of the Supplier and contract penalties

1.17.1. The Supplier is required to compensate the Customer for damages in accordance with the prerequisites in the law if the Supplier violates contractual duties. This applies especially for

- a) violation of copyrights, patents, use patents or other rights involving intellectual property or the protection of intellectual property for the Customer or its purchasers as well as about the violation of business secrecy (see Clause 1.6),
- b) failure to comply with an agreed delivery date.

1.17.2. In each event of a violation within the meaning of Clause 1.17.1, the Supplier is required to pay a contract penalty, the amount of which will be set by the Customer in its reasonable discretion, taking into account the severity and the type of violation and the expected consequences and the reasonableness of the penalty, which the Supplier can have examined by the courts.

In the event of a delayed delivery, the Customer can demand for each workday of the delay a contract penalty in the amount of 0.3% of the gross value of the order up to a maximum of 5% of the gross value of the order. This does not affect any further claims for damages (see especially Clause 1.8).

The above provisions do not affect any further reaching claims for damages. A contract penalty must be credited against the claim for damages. The Customer can still reserve the contract penalty for delayed delivery even after accepting the delayed delivery to the extent the reservation is declared at the latest by the time the (final) invoice is paid.

1.18. Supplier Code of Conduct

The Supplier undertakes to comply with the current version of the Customer's Supplier Code of Conduct. The current version of the Customer's Supplier Code of Conduct shall be made available to the Supplier without undue delay upon request and can also be accessed at any time via the following link: [[20230718_Klimmer_Supplier-Code-of-Conduct-EN8671946.1.pdf \(klimmer-gmbh.de\)](#)].

The Supplier warrants that it will comply with the requirements set out in the respective current version of the Supplier Code of Conduct of the Customer and address them appropriately along the supply chain. In the event of any contradictions between the provisions of the Supplier Code of Conduct and this Supplier Handbook, the provisions of the Supplier Code of Conduct shall prevail.

1.19. Other provisions**1.19.1. Validity of the planned rules for persons who are active within the Customer's operations in order to fulfill the obligations of the Supplier**

Individuals who work within the Customer's operations to fulfill the obligations of the Supplier are subject to the provisions in the Customer's plant rules and the requirements of the Customer with regard to provisions applicable at the Customer for the prevention of accidents, work safety, environmental matters and other provisions. Hazardous substances can only be used in the Customer's operations upon coordination with the Customer's specialized personnel, and hazardous substances must be properly marked.

1.19.2. Applicability of the law of the Federal Republic of Germany

Exclusively the law of the Federal Republic of Germany, excluding rules on conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG), apply to the extent not agreed otherwise between the contracting parties.

1.19.3. Jurisdiction

Jurisdiction for any and all disputes under the business relationship between the Customer and Supplier is, at the election of the Customer, 89312 Günzburg or the registered office of the Supplier. The courts competent for Günzburg shall have exclusive jurisdiction for all lawsuits against the Customer.

1.19.4. Invalidity of a provision in these terms and conditions

If any provision in these terms and conditions and the further agreements that have been made is or becomes invalid, this does not affect the validity of the rest of the contract. The corresponding provisions in the law apply instead of the invalid provision.

2. Supplier evaluation

2.1. Criteria for evaluation

The Customer conducts a Supplier evaluation. The evaluation is made on the basis of the form "Supplier Evaluation" using the following criteria for evaluation.

1. Prices / Costs	25%
1.1. Price level / pricing	
1.2. Conditions	
2. Quality	30%
2.1. Processing complaints Quality of the initial sampling	
2.2. QKZ / ppm quota	
2.3. Certification status	
3. Logistics, compliance with delivery dates	25%
3.1. Reliability with regard to delivery dates	
3.2. Flexibility in the case of urgent procurement, changes in dates and volumes	
4. Management, service, technical support	20%
4.1. Resolution of problems and willingness to provide information, technology support	
4.2. Fulfilling requirements for Suppliers developing the products	

Suppliers with a classification in A or B that achieve in a main criterion less than 50% of the points or less than 25% of the points in an individual criterion will be downgraded from A to B or from B to C. Suppliers without certification are generally C Suppliers and will only be classified at the B level upon presenting a planned measure for certification.

2.2. Consequences of the evaluation

The following measures result from the evaluation:

A: free / accepted

(85-100 points)

=> Any required corrective measures will be initiated by the Supplier

=> Continuous improvement process (CIP) at the Supplier as an ongoing process

B: conditionally free / conditionally accepted**(71-84 points)**

- = > Implementation of an improvement program / scheduled catalog of measures required
- = > Targets will be defined in writing, subsequent evaluation should be carried out as needed

C: not acceptable**(0-70 points)**

- = > Immediate measures must be fixed in writing
- = > Implementation must be supervised
- = > Blocked for new contracts
- = > Subsequent evaluation required

3. Quality assurance provision for Suppliers

This Quality Assurance Provision (QAP) contractually fixes the technical and organizational parameters and processes between the Customer and the Supplier needed to achieve the established quality target. The provision regulates the requirements for the management system of the contracting parties with regard to quality assurance. In particular, specific requirements in the production process and product approval process are established with the QAP. Upon issuance of the order, the QAP is part of the purchase contract and, thus, binding for both contracting parties.

3.1. Quality management ("QM") and environmental management ("EM") system

The Supplier undertakes to maintain a certified QM system under ISO 9001:2015 and to continuously improve this system and also maintain "third party" certifications which are carried out by a certification company whose certificates have an accreditation seal from a recognized member of the IAF MLA (International Accreditation Forum Multilateral Recognition Arrangement). The main field of activity of the accreditation company must include certification of management systems pursuant to ISO/IEC 17021.

The Customer expects from the Supplier the further development of the QM system in accordance with IATF 16949 with the goal of certification under IATF 16949 using a certification company recognized by the IATF.

Based on the DIN ISO 14001, an environmental management system must be maintained. The Customer expects a further development for certification in accordance with this standard.

Proof will be provided by submitting a valid certificate issued by an accredited certification agency.

The Supplier will carry out regular, documented system, process and product audits in order to evaluate and improve the Supplier's internal procedures and the management system.

The following provisions and standards are also part of this provision:

- VDA, volume 4 "Securing the Quality before Use in a Series"
- VDA, volume 2 "Securing the Quality prior to Deliveries"

The requirements in the law and requirements imposed by public authorities in the country of export and the country of import as well as the country of the destination - if this has been notified - must be identified and fulfilled for the scope of delivery, which requirements relate to safety or the environment and the manufacture, procurement, storage, handling, recycling, scraping and disposal of the material.

Furthermore, the Supplier undertakes to observe and comply with the basic principles in the UN Global Compact.

The Customer's specific requirements related to the product and the process are part of the order and must be separately stated in additional text for each product.

The binding, specific systems requirements of our customers can be found at our Supplier portal under <https://www.klimmer-gmbh.de/lieferanten>.

The Supplier is required to impose on its sub-suppliers the same duties assumed by the Supplier and insist that they comply with these duties.

3.2. First sampling; production process reports and product release reports

Initial sampling will be demanded by the Customer pursuant to PPAP or VDA volume 2 in the respectively current version. Aside from this, the Supplier must continuously check the quality of the items to be delivered. In the case of delivery of series parts, the Supplier undertakes to enter the required data in the International Material Data System ("IMDS").

Production process reports and product approval reports must be prepared in accordance with submission level 2 (pursuant to VDA volume 2), including measurement and materials testing, unless stated otherwise in the first series order. In the case of welded components, additional weld inspection reports must be attached. Additional scope can be found in the first series order.

3.3. Zero defect principle

The Supplier has an obligation under the "zero defect principle" and must continuously optimize its processes in this regard. All process changes must be requested in a timely manner prior to implementation from the relevant employees in the Materials Department, so that the employee can check the resulting measures and issue any approval. The process sampled in advance cannot be modified without this approval.

The following information must be generally also delivered:

- Risk assessment for the processed change
- Proof of securing the processes
- Proof of coordination of the approach with the relevant sub-suppliers

3.4. Examination of quality assurance measures

The Customer is entitled to convince itself at any time at the Supplier's premises about the effectiveness of the quality assurance measures. If needed, the Supplier will make sure that this is also possible at sub-suppliers. The Supplier must convince itself about the effectiveness of the quality management system at the Supplier's sub-suppliers and document this accordingly.

3.5. Proof of capacity to process

The Supplier must provide the proof of process capacity $C_{pk} \geq 1.67$ for the features established in the drawing which are especially relevant under the law or for safety (marked GR, SR) and the proof for capacity of $C_{pk} \geq 1.33$ for functionally relevant features (marked FR). If the drawing does not determine any specific features, the Supplier must determine on its own responsibility important features which

are relevant to the product and/or the process, the basis of which the Supplier proves and documents the capacity.

3.6. Product life cycle

The Supplier undertakes to maintain a product life cycle without any gaps. The Supplier is required to conduct and document at least once annually a requalification test in accordance with the applicable IATF 16949. Upon request of the Customer, the complete documentation in the requalification testing must be provided within three workdays.

3.7. Duty to provide information

Technical documents will be checked by the Supplier. If there are defects or mistakes, the Supplier is required to inform the Customer immediately.

3.8. Traceability

The traceability of the scope of delivery, including also the components in the delivery, will be secured by the Supplier for the entire value creation chain. In the case of products with features that require documentation and are relevant for safety, the traceability must be secured at least for each batch of production in the entire supply chain.

3.9. No defects

The Supplier will prove using appropriate testing and documentation that its products are free of defects.

3.10. Acceptance test certificate

An acceptance test certificate 3.1 pursuant to EN10204 must be transmitted to the Customer for each delivery. The certificate must always include all chemical and mechanical values as well as refining and coating values (PLANNED/ACTUAL).

3.11. Duty to prepare and retain records

The Supplier must record in special records in the case of motor vehicle parts marked in the technical records or by a separate agreement, for example, with "D" or "TLD" about when and in which manner and by whom the delivered items have been tested with regard to the features required to be documented and which results came from the required quality testing. The testing records must be retained in accordance with the provisions in the law and the determinations pursuant to IATF 16949, and they must be submitted to the Customer as needed. The Supplier must impose the same obligation on upstream suppliers. Reference is made as an instruction to VDA volume 1, current edition.

The entire documentation for proof of the quality of the delivery must be archived at the Supplier for a period of at least 10 years and 3 months.

Records about the production process approvals and product approvals, tools (including their maintenance and the title to the tools), product and process developments, orders from the Materials Department (to the extent applicable) or contracts and amendments to contracts must also be retained for at least the above-mentioned time period, unless a longer retention period result in the specific case under the referenced provisions or an individual agreement.

Electronic archiving is preferable. The Supplier will impose the same obligations on its sub-suppliers for compliance with the contractual duties under this provision assumed by the Supplier.

3.12. Examination upon receiving deliveries

The Customer will examine the received goods with regard to identity and obvious deviations in volume using the delivery certificate as well as with regard to externally visible damage, and the Customer will notify the Supplier without undue delay about any identified deviations and damage. Any further examinations will only be conducted in justifiable circumstances. The Customer is released in this regard from any further duties to examine deliveries due to the quality assurance measures taken by the Supplier. The Customer will notify the Supplier about any defects identified later without undue delay after they have been identified.

3.13. Communication

The Supplier undertakes to provide contact partners who speak German and/or English at a level capable of conducting negotiations. Documents which are relevant for quality must also be maintained in German or English.

This includes, but is not limited to:

- PPF reports, incl. accompanying documents
- FMEAs
- Control plans
- Capacity planning
- Acceptance testing certificates
- Surface protocols
- Friction protocols

4. Provisions on delivery and packaging

4.1. Basic principles

The provisions in this Clause 4 constitute the contractual basis for the packaging and the delivery of parts within the supply process to the Customer. These provisions constitute a supplement to the General Terms and Conditions for Procurement in Clause 1 and provide information to the Supplier about the Customer's packaging. The goal is to use multi-use packaging, to the extent this makes ecological sense. If this turns out not to make economic or ecological sense, one-way packaging can be used instead in consultation with the Customer. The goal is a rational and standardized packaging system which makes it possible to have a smooth flow of materials, taking into account the following criteria. In the first place, the requirements for work safety and protection of the environment must be complied with. Furthermore, there must be assurance that the flow of materials, the quality of the shipping and the delivery always correspond to the agreements. The Customer also places great value on handling resources efficiently and continuously increasing economic efficiency.

This agreement uses the VDA guidelines as a basis. Thus, the following criteria must always be observed:

- VDA 5000, Part 3
- VDA 4500 et seq.
- VDA 4530 et seq.

4.2. General packaging requirements

Some requirements must be fulfilled independent of the type of packaging. This includes an optimum use of containers. In some cases, a rational load unit must be prepared which can be handled with a forklift. Ergonomic removal of the parts must be assured. The used packaging materials must be marked. The packaging must always be in a manner which protects the environment. The requirements in the German Packaging Act [*Verpackungsgesetz*, "VerpackG"], especially the general requirements in § 4, must be complied with. The parts delivered by the Supplier must be protected against corrosion, free of dirt, oil and grease. Any deviations from the proceeding requirements must be clarified with the Customer.

4.3. Selection and determination of the packaging

As a general rule, appropriate packaging must be determined for each new product to be delivered. The determined packaging must be recorded in a packaging data sheet (*Verpackungsdatenblatt*, "VDB"). The following steps must be complied with:

- The determination and implementation of needed packaging will be made in consultation, and the packaging can only be applied and used after written approval by the Customer.
- During the course of the initial sampling (new packaging or change in existing packaging), proof of suitability for the used load carrier incl. storage must be provided. This requires a showing that the load carrier or the packaging do not adversely affect or modify the conformity of the components during the transport and the intended storage. Reference is made in this regard to the VDA volume 2 "Production Process and Product Approval (PPF)".

4.4. Packaging materials

Packaging materials which do not correspond to the provisions can only be used upon consultation and with the written approval by the Customer. The customer reserves the right in the case of failure to comply to pass on the resulting costs, unless the Supplier proves that Supplier was not responsible for the violation. This deviation additionally influences the evaluation of the Supplier.

4.4.1. Packaging materials free of harmful substances; health

The packaging must be designed so that it cannot result in any harm to health when opened or handled. Used packaging, external packaging, supplemental packaging materials or markings cannot contain any materials/substances for which restrictions or prohibitions exist with regard to their use and manufacture. The restrictions on materials under § 5 VerpackG must be complied with. Treating packaging with hazardous materials/substances is also not permissible.

4.4.2. Multi-use packaging

Multi-use packaging must be used if possible. Multi-use packaging must be treated with care and cannot be used for unintended purposes, in order to assure as long a useful life as possible. Multi-use packaging that is capable of being pooled, e.g. Euro pallets, cage pallets and VDA-KLT are preferable to multi-use packaging which cannot be pooled. Multi-use packaging should correspond to standard sizes. Specific design and other variables are only permissible in the case of special requirements for the material to be transported and after consultation with the Customer and issuance of an approval. Multi-use packaging must be designed so that it can be completely emptied, easily claimed and dried.

4.4.3. One-way packaging

One-way packaging is intended to be used once. Such packaging will be recycled after it has been used. Therefore, care must be taken that the packaging exists as much as possible of recyclable packaging materials. When using one-way packaging, it must be produced using one material. Different, combined materials, such as e.g. foam on cardboard, must be avoided. Filler and cushioning materials must be reduced to a minimum in coordination with the quality of the parts. In order to keep the manifold variations in one-way packaging at a reasonable level, a standard program for carton measurements must be chosen from among the preferred packaging variations. This standard program is oriented on the modular structure known in the VDA-KLT and must be designed for Euro pallets. Exceptions required by the process are permissible, but the exceptions must always be communicated between the Customer and the Supplier. In principle, the quality of the packaging must be defined so that requirements on load capacity and stability are satisfied. The maximum gross weight is 15 kg per carton.

The general rule is that there is a duty on the part of the party introducing packaging into commerce to accept return of the packaging free of charge. This does not apply for packaging which participates in a (voluntary or mandatory) system for returning packaging. The participation in the system must be confirmed in writing by the Customer. One-way packaging which is not returned through a system must be taken back by the Supplier free of charge. In an individual situation and after consultation, the packaging can also be disposed of by the Customer. The Customer reserves the right to charge the Supplier for the costs of disposal.

4.5. Modular structure, capability to be used with fork lifts and securing load carriers

4.5.1. Modular structure

Load units combined packaging and load carriers to make transport and storage units. If a load unit consists of small containers (special or universal containers or one-way packaging), this must be made consistent with the required standard measurement.

4.5.2. Capability to be used with a fork lift

Load units on pallets serve to make the flow of materials more efficient. The load units must be suitable for the demands placed on them during transport. The weight of the load and the potential load on the packaging systems must be recognizable. Incomplete stacking in layers and pyramids is not permissible. If it is not possible to completely fill layers due to the volumes that have called for, the last layer must be filled with empty containers. These additional containers must be marked as "empty containers" [*Leerbehälter*].

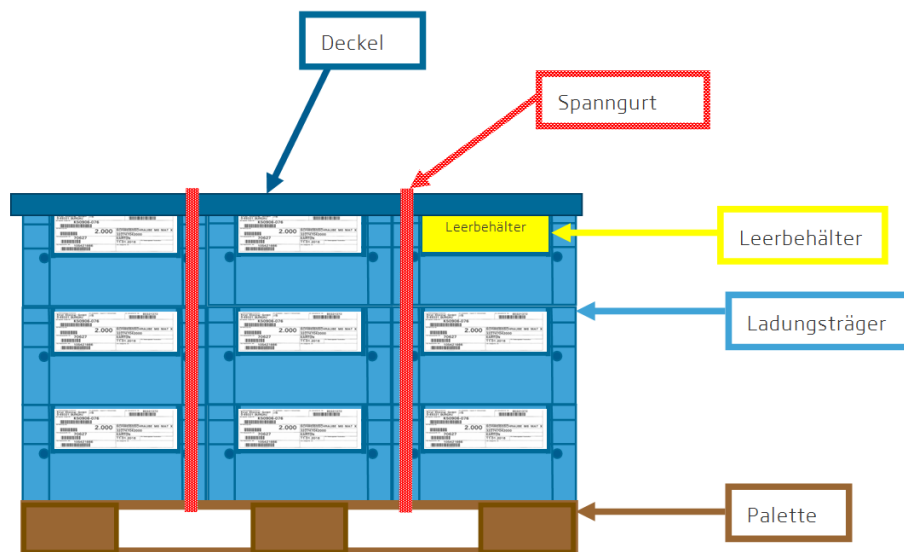
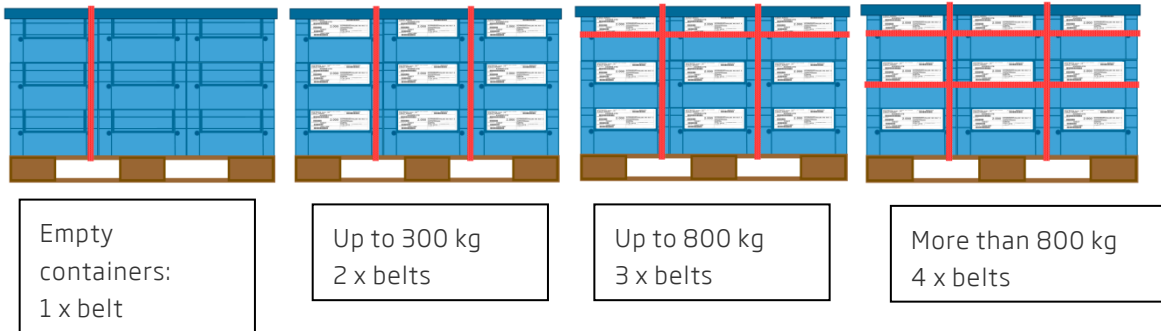


Illustration 1: Example of labeling and marking of empty containers

4.5.3. Securing the load carrier

The products must be protected against mechanical and environmental-technical influences as well as loss of content by means of securing the load carrier accordingly. The packed units must be combined on the pallet to make one unit that is secure for transport, and the units must be tied down with plastic bands. Plastic bands are preferable to shrink wrapping due to environmental reasons. The load unit must be sufficiently tied in both directions, running the ties between the pallet blocks under the floor of the pallet and not under the runners. Prior to being tied down, the packed units must be protected either by applying corner protectors made of cardboard or plastic or by a cover. Load units must always constitute a closed layer, in order to assure the stacking of multiple load units. The respectively permissible load capacity and load cannot be exceeded. Load carriers and bundles must be stacked in a manner safe for the load. A stacking of defective load carriers is not permissible. Securing the load must be in accordance with the national and international guidelines. The legal parameters for securing the load consist of the German Road Traffic Code [*Straßenverkehrsordnung*, "StVO"], the Road Traffic

Licensing Code [*Straßenverkehrszulassungsordnung*, "StVZO"] and the German Commercial Code [*Handelsgesetzbuch*, "HGB"]. In order to securing the shipping quality and avoid packaging units following off, the load must be secured with bands. This looks as follows, depending on the weight of the shipped unit:



4.6. Assembly

In the case of the packaging for the assembly of specific parts, a simple removal of the components in the assembly process, ideally direct removal by hand, must be assured. Components are not to be additionally completely wrapped in packaging material such as e.g. plastic, paper or bubble wrap. Large load carriers, for example, cage pallets or wood crates, must be avoided if possible.

4.7. Logistics; dimensioning

Packaging volumes and mass must be limited to the minimum needed to assure the necessary security for the products to be packaged. Optimal packing density must also be achieved in the interest of minimizing freight costs.

Compliance with the upper weight limit must be taken into account. The basic measurements of the pallets or the other containers must be complied with, i.e. overhangs must be avoided. The packaging must be structured so that no parts extend above or outside. In the case of non-compliance, the customer is entitled to refuse acceptance or charge the additional costs of storage on and in accordance with what caused the costs.

Parties agree on the following dimensions:

Type of packaging	Max. length	Max. width	Max. height	Max. gross weight
One-way packaging	≤ 600 mm	≤ 400 mm	≤ 420 mm	15 kg
Multi-use packaging	≤ 600 mm	≤ 400 mm	≤ 420 mm	15 kg
Small load carriers	≤ 600 mm	≤ 400 mm	≤ 420 mm	15 kg
Pallets	≤ 1.200 mm	≤ 800 mm	≤ 1000 mm	Permissible load capacity
Large load carrier	≤ 1.250 mm	≤ 850 mm	≤ 1000 mm	Permissible load capacity

Any deviations in the agreed dimensions must be approved by the Customer.

4.8. Provision on delivering steel/non-ferous metal

The packaging, preservation and shipping of sheet metal coils, steel band rings and flat material must generally be in accordance with the following guidelines:

4.8.1. VDI-Guidelines

- VDI-Guideline: VDI 2373 Conserving, packaging and shipping steel sheet metal coils
- VDI-Guideline: VDI 2698 Storage and transport of coils
- VDI-Guideline: VDI 2699 Storage and transport of thin bands (coils)

4.8.2. Coil material

Sheet metal coils, steel band rings must be delivered lying down on wood frames or wood pallets, clearance underneath of 10 cm with wood layers between of a minimum 1 cm thickness, a waterproof blocking layer between the wood at the bottom and the material. Only natural hardwood (old wood category I within the meaning of the Old Wood Regulation [*Altholzverordnung*]) can be used. No wood can be used which is treated with wood preservatives (old wood category IV). The maximum weight of the pallets must be designed so that there can be no excessive load. The individual pallet weights must be stated in the delivery document. Care must always be taken that the load is properly secured and can be unloaded without danger. The used tie-down bands for the coil rings must be made of steel; plastic bands are not permitted. If the load does not correspond to the requirements, the customer reserves the right to refuse delivery. The resulting costs will be charged to the Supplier.

4.8.3. Lubricant level

The lubricant level agreed with the Customer must be complied with, and the actual classification must always be included in written form with the delivery of coil material. Deviations from this provision can be agreed in individual situations and must be visibly set forth in the calls/orders.

Definition	Classification	Volume of lubricant
Very lightly lubricated	1	Approx. 1g/m ² and side
Lightly lubricated	2	Approx. 2g/m ² and side

4.8.4. Delivery in rings

Deliveries up to a maximum of 4.5 t with supporting wood (squared timber, quality class 2, 100 x 100mm), Intermediate layers made of wood (squared wood, quality class 2, at least 40 x 40mm), and delivery of standing coils above 4.5 t up to a maximum of 8 t (only single rings). Deviations from this provision can be agreed in individual situations and must be visibly set forth in the calls/orders.

Max. internal diameter	508 mm
Max. external diameter	1,800 mm
Max. coil weight	8t
Max. coil weight up to 300 mm band width: (exception 6 and 7 mm)	5t

4.8.5. Delivery requirement for steel rods

Maximum length 6000 mm. Delivery in bundles max. 2.5 t, unloading by crane pursuant to VDI 2367 Supporting wood and interim layers of wood (squared wood, quality class 2, 100 x 100mm). Deviations from this provision can be agreed in individual situations and must be visibly set forth in the calls/orders.

4.9. Transport of hazardous goods

Load carriers and packaging with hazardous goods must comply during transport with the respectively applicable general and special packaging provisions within the meaning of the Regulation on the Transport of Dangerous Goods by Road, Rail and Inland Waterways [*Verordnung über die innerstaatliche und grenzüberschreitende Beförderung gefährlicher Güter auf der Strasse, mit Eisenbahnen und auf Binnengewässern*, "GGVSEB"] and the European Agreement concerning the International Carriage of Dangerous Goods by Road ("ADR"). There must be assurance that the marking of the UN specification placed on the packaging at no point in time is covered by other marks or information accompanying the goods. Additional requirements in connection with the transport of hazardous goods, e.g. for the equipment of the vehicles, the qualification of the driver, the loading together with other hazardous goods or the carrying of accompanying documents must be complied with the parties involved in transport.

4.10. Condition of the packaging

Parts can only be delivered in clean and functional packaging. Packaging that shows damage or defects cannot be loaded and shipped. All parts sticking to the packaging must be removed. Quality requirements for the part to be delivered determine the degree of cleanliness of the packaging and must be realized by the Supplier at the own expense. The method and cycle for cleaning must be determined in accordance with the customer's requirements. The customer reserves the right to refuse or correct at the expense of the Supplier delivered goods for which the packaging does not satisfy the set requirements.

4.11. Single-type packaging

The packed items must preferably be packed as single-types. If single-type packaging is not possible, the various packed items must clearly be separated from each other and marked. The marking must be in accordance with VDA 4902 - Global Transport Label.

4.12. Delivery of goods







The delivery of goods can be made exclusively within the times at the Customer for acceptance of deliveries which can be accessed through the Supplier portal <https://www.klimmer-gmbh.de/lieferanten/>.

4.13. Delivery documents and container marking

4.13.1. Sample transport labels

The transport labels must generally be applied to the deliveries in accordance with the VDA 4902 - Global Transport Label. The Customer expressly points out that the Customer requires another additional order number on the master label. The following is an example for a label under VDA 4902, including the required order number. The single labels must also be in accordance with VDA 4902, but the additional order number is not necessary in the case of single-labels.

4.13.2. Example of a master label

(1) Warenempfänger ERNST KLIMMER GMBH OSTPREUSSENSTR. 8 89331 BURG AU		(2) Abladestelle - Lagerort - Verwendungsschlüssel 89331 Burgau	
(3) Lieferschein-Nr (N) 2581752 		(4) Lieferantenschrift (Kurzname, Werk, PLZ, Ort) Max Mustermann GmbH 12345 Musterstadt	
(8) Kundenbestellnummer (N) 30371 		(8a) Sach-Nr Kunde (P) 11111111 	
(9) Füllmenge (Q) 1000 		(10) Bezeichnung Lieferung, Leistung Musterschraube M8	
(12) Lieferanten-Nr (V) 4638141 		(11) Sach-Nr. Lieferant (30S) 0-123B10-0 	
(15) Packstück-Nr (S) 2581752 01 		(13) Datum 27.01.16 (14) Änderungsstand Konstruktion A	
(17) Max Mustermann GmbH 12345 Musterstadt		(16) Chargen-Nr (H) C 123  Warenanhänger VDA 4902, Version 4	

4.13.3. Example for a single label in KLT format

(1) Warenempfänger-Kurzadresse ERNST KLIMMER GMBH 89331 BURG AU		(2) Abladestelle - Lagerort - Verwendungsschlüssel OSTPREUSSENSTR. 8		(3) Lieferschein-Nr. (N) 1234567 	
(8) Sach-Nr. Kunde (P) 007589 					
(9) Füllmenge (Q) 1000 ST 		(10) Bezeichnung Lieferung, Leistung Musterschraube M8			
(12) Lieferanten-Nr. (V) 4638141 		(11) Sach-Nr. Lieferant (30S) 0-123B10-0 			
(15) Packstück-Nr. (S) 2581752 01 		(13) Datum 27.01.16		(14) Änderungsstand Konstruktion A	
(16) Chargen-Nr. (H) C123 					

(1)Warenempfänger

**ERNST KLIMMER GMBH
BURGAU**

(2) Abladestelle

**89331 BURGAU
OSTPREUSSENSTR. 8**

(3) Lieferscheinnummer

4913202



Lieferscheinnummer
+ Barcode

(4) Lieferant

Ihr Firmenname, Werk, Ort

(5) Gewicht Netto

7.376 kg

(6) Gewicht Brutto

7.400 kg

(7) Stück

1

Gewicht/Stück einfügen

(8) Kundenbestellnummer (N)

30371



Kundenbestellnummer
+ Barcode

(Ba) Sachnummer (P)


1960167




auf Bestellformular als
Sachnummer zu finden
+ Barcode
(nicht Artikelnummer)


<p>(9) zu berechnendes Gewicht/Füllmenge (Q)</p> <p style="text-align: center;">7.400 kg</p> 	<p>Gewicht Brutto + Barcode</p>
<p>(10) Material- / Artikelbezeichnung</p> <p>Warmgewalztes Spaltband Güte S355MC gebeizt, geölt DIN EN 10 149 Teil 2</p>	<p>Material-/Artikelbezeichnung</p>
<p>(11.1) Abmessungen</p> <p>3,00 x 649, 00 mm</p>	<p>Abmessungen</p>
<p>(11.2) Auftragsnummer</p> <p>90146850</p>	<p>Auftragsnummer (nicht ausfüllpflichtig)</p>
<p>(12) Lieferantenummer (V)</p>	<p>Lieferantenummer (nicht ausfüllpflichtig)</p>
<p>(13) Versanddatum</p> <p>27.03.2012</p>	<p>Datum eintragen</p>
<p>(14) Verpackung</p> <p>A3ST50QBO</p>	<p>Verpackung (nicht ausfüllpflichtig)</p>
<p>(15) Packstücknummer (S)</p> <p style="text-align: center;">F150995856</p> 	<p>Packstücknummer + Barcode</p>
<p>(16) Chargen-Nr. (H)</p> <p style="text-align: center;">0167927000</p> 	<p>Chargennummer + Barcode</p>

4.14. Catalog of standard packaging


Sachnummer:	EURO	Technische Daten:	
Europalette			
		Material:	Nadelholz oder Weich-/Hart-Laub-Holz
		Maße (außen) L x B x H [mm]	1200 x 800 x 144
		Maße (innen) L x B x H [mm]	
		Tara-Gewicht [kg]	
		Kapazität [kg]	1000
		Fertigung nach	
		UIC Norm 435-2; integriert in der DIN 15146-2	


Sachnummer:	GIBO	Technische Daten:	
Euro-Pool-Gitterbox			
		Material:	Stahl / Holz
		Maße (außen) L x B x H [mm]	1.240 x 835 x 970
		Maße (innen) L x B x H [mm]	1.210 x 810 x 789
		Tara-Gewicht [kg]	85
		Kapazität [kg]	1500
		Fertigung nach	
		UIC Norm 435-3; integriert in der DIN 15155	


Sachnummer:	1/2 GIBO	Technische Daten:	
1/2 Gitterbox mit halber Klappe			
		Material:	Stahl / Holz
		Maße (außen) L x B x H [mm]	1.240 x 835 x 500
		Maße (innen) L x B x H [mm]	1.200 x 800 x 300
		Tara-Gewicht [kg]	46-53
		Kapazität [kg]	1500
		Fertigung nach	

Sachnummer:		Technische Daten:	
R-KLT 4315			
		Material:	Polypropylen
		Maße (außen) L x B x H [mm]	400 x 300 x 147
		Maße (innen) L x B x H [mm]	346 x 265 x 109
		Tara-Gewicht [kg]	1,29
		Kapazität [kg]	20
		Auflast [kg]	600
		Fertigung nach	
VDA-Empfehlung 4500			


Sachnummer:		Technische Daten:	
R-KLT 4329			
		Material:	Polypropylen
		Maße (außen) L x B x H [mm]	400 x 300 x 280
		Maße (innen) L x B x H [mm]	346 x 265 x 242
		Tara-Gewicht [kg]	1,85
		Kapazität [kg]	20
		Auflast [kg]	600
		Fertigung nach	
VDA-Empfehlung 4500			


Sachnummer:		Technische Daten:	
R-KLT 6415			
		Material:	Polypropylen
		Maße (außen) L x B x H [mm]	600 x 400 x 147
		Maße (innen) L x B x H [mm]	600 x 400 x 147
		Tara-Gewicht [kg]	2,1
		Kapazität [kg]	20
		Auflast [kg]	600
		Fertigung nach	
VDA-Empfehlung 4500			

Sachnummer:		Technische Daten:	
RL-KLT 3147			
		Material:	Polypropylen
		Maße (außen) L x B x H [mm]	300 x 200 x 147
		Maße (innen) L x B x H [mm]	243 x 162 x 129
		Tara-Gewicht [kg]	0,57
		Kapazität [kg]	20
		Auflast [kg]	400
		Fertigung nach	
VDA-Empfehlung 4500			

Sachnummer:		Technische Daten:	
007228			
RL-KLT 4147			
		Material:	Polypropylen
		Maße (außen) L x B x H [mm]	400 x 300 x 147
		Maße (innen) L x B x H [mm]	345 x 260 x 129
		Tara-Gewicht [kg]	1,08
		Kapazität [kg]	20
		Fertigung nach	
		VDA-Empfehlung 4500	

Sachnummer:		Technische Daten:	
RL-KLT 4280			
		Material:	Polypropylen
		Maße (außen) L x B x H [mm]	400 x 300 x 280
		Maße (innen) L x B x H [mm]	345 x 260 x 262
		Tara-Gewicht [kg]	1,7
		Kapazität [kg]	20
		Auflast [kg]	600
		Fertigung nach	
VDA-Empfehlung 4500			

Sachnummer:		Technische Daten:		
	RL-KLT 6147			
	Material:	Polypropylen		
	Maße (außen) L x B x H [mm]	600 x 400 x 147		
	Maße (innen) L x B x H [mm]	544 x 359 x 129		
	Tara-Gewicht [kg]	1,82		
	Kapazität [kg]	20		
	Auflast [kg]	600		
	Fertigung nach			
	VDA-Empfehlung 4500			

Sachnummer:		Technische Daten:		
	RL-KLT 6280			
	Material:	Polypropylen		
	Maße (außen) L x B x H [mm]	600 x 400 x 280		
	Maße (innen) L x B x H [mm]	544 x 359 x 262		
	Tara-Gewicht [kg]	2,67		
	Kapazität [kg]	20		
	Auflast [kg]	600		
	Fertigung nach			
	VDA-Empfehlung 4500			

Sachnummer:		Technische Daten:		
	R-KLT 6429			
	Material:	Polypropylen		
	Maße (außen) L x B x H [mm]	600 x 400 x 280		
	Maße (innen) L x B x H [mm]	544 x 364 x 242		
	Tara-Gewicht [kg]	2,97		
	Kapazität [kg]	20		
	Auflast [kg]	600		
	Fertigung nach			
	VDA-Empfehlung 4500			

Sachnummer:		Technische Daten:	
	Waschgitterbox		
		Material:	Stahl unbehandelt
		Maße (außen) L x B x H [mm]	1.240 x 835 x 970
		Maße (innen) L x B x H [mm]	1.210 x 810 x 789
		Tara-Gewicht [kg]	105
		Kapazität [kg]	1500
		Auflast [kg]	
		Fertigung nach	

Sachnummer:		Technische Daten:	
	Waschgitterbox verzinkt		
		Material:	Stahl verzinkt
		Maße (außen) L x B x H [mm]	1.240 x 835 x 970
		Maße (innen) L x B x H [mm]	1.210 x 810 x 789
		Tara-Gewicht [kg]	104
		Kapazität [kg]	1500
		Auflast [kg]	
		Fertigung nach	

5. Information security

5.1. General topics in the collaboration between Suppliers and Ernst Klimmer GmbH

5.1.1. Concept for information security

The Supplier assures that he implements a management system for information security (ISMS) which corresponds to the current state of the art. The ISMS shall be based on current, generally recognised standards, in particular the ISO 27000 series. The Supplier must be able to prove the implementation of an ISMS to the Customer, e.g. by means of certification.

5.1.2. Subcontractors

The engagement of other contractors (subcontractors) by the Supplier requires the express written consent of the Customer. The consent may be subsequently revoked if material breaches of duty or not insignificant misconduct by the subcontractor or its vicarious agents in the course of the performance of the service justify this. This shall not affect the right to extraordinary termination for good cause or the assertion of claims for damages.

5.1.3. Compliance with information security in the supply chain

When subcontracting, the Supplier shall ensure that the requirements for the implementation of an ISMS, e.g. according to ISO 27001, are also met by the subcontractor. The Supplier shall be responsible for proving compliance and shall provide evidence thereof at any time upon request by the Customer.

If the Supplier is entitled to subcontract, it shall be fully liable to the Customer for any damage caused by the subcontractors, irrespective of any contractual limitations or exclusions of liability agreed between the Supplier and the respective subcontractor.

5.2. Handling of media

5.2.1. Physical transport of media

As a general rule, media containing information must be protected from unauthorised access, misuse or falsification during transport, even across organisational boundaries. Care must be taken to ensure that all necessary and appropriate precautions are taken (e.g. encryption) to protect against the viewing, alteration and deletion of information by unauthorised persons (including members of the family and friends) during transport. Data carriers shall be transported in a concealed manner. Data carriers containing secret information shall always be transported under escort by a company employee. Documents must be transported visibly protected, e.g. in a non-transparent folder.

5.2.2. Physical transport of laptops

Laptops must be transported in such a way that they are not visible from the outside. When using laptops in public, care must be taken to ensure that others cannot read the screen or spy on the entry of secret authentication information.

5.3. Exchange of information

Whenever confidential or secret information is exchanged, including telephone conversations, care must be taken to ensure that it cannot be overheard by unauthorised persons.

5.4. Dealing with information security incidents

Serious information security incidents (e.g. occurring malfunctions, violations of internal guidelines) must be reported immediately to the responsible department of Ernst Klimmer GmbH. In case of suspected loss of confidential or secret information, this must also be reported to the responsible department of Ernst Klimmer GmbH.

5.5. Communication about information security

The Supplier shall use the e-mail address isms@klimmer-gmbh.de (directly or in cc) for any communication regarding information security matters relating to Ernst Klimmer GmbH.

Unterschriftenblatt

	Zeitangabe	Name/Funktion
Erstellt	21.07.2023 09:37:15	Mannl Sarah
Geprüft	21.07.2023 09:39:08	Mannl Sarah /QM / QM-B
Genehmigt	24.07.2023 09:09:15	Heiß Richard
Genehmigt	16.08.2023 13:05:12	Kaltmeyer Thomas
Freigegeben	16.08.2023 14:04:42	Klimmer Torsten /Geschäftsführung

Diese Informationen sind vom Freitag, 18. August 2023 09:24 Uhr.

Supplier Handbook

IMS-Nummer:	FB 8.4.3-05
Versionsnummer:	4.0
Lifecycle-Status:	350 Effective (geltend)
Gültig ab:	16.08.2023
Review am:	15.08.2024
Prozesseigner:	Kaltmeyer Thomas (tka)
Dokumenttyp:	Formblatt (FB)

Mitgeltende Unterlagen

keine Dokumente vorhanden

Anlagen

keine Dokumente vorhanden

Audit Trail

Zeitangabe	Benutzer	Aktion	Grund
20.07.2023 08:34:34	Mannl Sarah	Dokument erstellt	050: Hiermit bestätige ich, Mannl Sarah (sam) signiert als sam, das Dokument "Supplier Handbook (FB 8.4.3-05)" erstellt zu haben.
21.07.2023 09:37:15	Mannl Sarah	Lifecycle definiert	060: Hiermit bestätige ich, Mannl Sarah (sam) signiert als sam, die Lifecycleroute für das Dokument "Supplier Handbook (FB 8.4.3-05)" erstellt zu haben.
21.07.2023 09:37:15	Mannl Sarah	Bearbeitung	Hiermit bestätige ich, Mannl Sarah (sam) signiert als sam, das Dokument "Supplier Handbook (FB 8.4.3-05)" fertiggestellt zu haben.
21.07.2023 09:38:20	Mannl Sarah	Autor geändert	080: Hiermit bestätige ich, Mannl Sarah (sam) signiert als sam, den Autor des Dokuments "Supplier Handbook (FB 8.4.3-05)", geändert zu haben.
21.07.2023 09:39:08	Mannl Sarah /QM / QM-B	Prüfung	200: Hiermit bestätige ich, Mannl Sarah (sam) signiert als QM / QM-B, das Dokument "Supplier Handbook (FB 8.4.3-05)" erfolgreich geprüft zu haben.
24.07.2023 09:09:15	Heiß Richard	Genehmigung	300: Hiermit bestätige ich, Heiß Richard (RHE) signiert als RHE, das Dokument "Supplier Handbook (FB 8.4.3-05)" genehmigt zu haben.
16.08.2023 13:05:12	Kaltmeyer Thomas	Genehmigung	300: Hiermit bestätige ich, Kaltmeyer Thomas (tka) signiert als tka, das Dokument "Supplier Handbook (FB 8.4.3-05)" genehmigt zu haben.
16.08.2023 14:04:42	Klimmer Torsten /Geschäftsführung	Freigabe	345: Hiermit gebe ich, Klimmer Torsten (TK) signiert als Geschäftsführung, das Dokument "Supplier Handbook (FB 8.4.3-05)" frei.
16.08.2023 14:05:56	d.3 life science system user /Geschäftsführung	Inkraftsetzung	351: Hiermit setze ich, d.3 life science system user (ls_system) signiert als Geschäftsführung, das Dokument "Supplier Handbook (FB 8.4.3-05)" in Kraft.

Diese Informationen sind vom Freitag, 18. August 2023 09:24 Uhr.

Änderungshistorie

Zeitangabe	Version	Benutzer	Grund
20.07.2023 08:34:34	4.0	Mannl Sarah	Angleichung an deutsche Version
21.06.2021 10:54:57	3.0	Mannl Sarah	Änderung Pkt. 3.6 Anzahl AT
14.03.2023 07:13:25	3.0	Mannl Sarah	Angleichung an deutsche Version
07.07.2020 14:36:32	2.0	Mannl Sarah	Änderung der Gewichtung bei der Lieferantenbewertung
13.02.2020 12:37:50	1.0	Mannl Sarah	

Diese Informationen sind vom Freitag, 18. August 2023 09:24 Uhr.