

Delivery Guidelines of cadooz rewards GmbH for the Warehouse in Saarbrücken

As of: 01.08.2024

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1. General Information

1.1. Objective of the Delivery Guideline

These Delivery Guidelines regulate the flow of goods and information between cadooz rewards GmbH ("cadooz"), its contractor ("**Supplier**") and the logistics service provider of cadooz, ISL Innovative System Logistik GmbH, Armand-Peugeot-Str. 1, 66119 Saarbrücken-Güdingen ("**Warehouse**") to ensure smooth logistics handling and all associated processes in the Warehouse. The contractual partners are cadooz and the Supplier.

1.2. Order of Validity

The Delivery Guideline shall be subordinate to other contracts agreed in writing between the Parties and shall be subordinate to the General Terms and Conditions of Purchase (T&C's), which are available at <https://www.cadooz.com/cadooz-rewards-aeb-ar>.

1.3. Deviations from Guidelines, Refusal of Acceptance, Contractual Penalty

Deviations from this guideline are only possible with the prior written approval of cadooz. In the event of unauthorized deviations, cadooz reserves the right to refuse acceptance of the delivery and/or, subject to further claims for damages against the Supplier, to charge a contractual penalty. In the event of refusal of acceptance, the Supplier shall also bear the costs of return transportation.

1.4. cadooz' Contact

All correspondence with the cadooz purchasing department should be sent to the following e-mail address, stating the order number: purchase@cadooz-rewards.de

2. Incoming Goods

2.1. Delivery Address

Deliveries shall be made to the following delivery address of the Warehouse:

ISL INNOVATIVE SYSTEM LOGISTIK GmbH
cadooz POS Außenlager
Armand-Peugeot-Str. 1
66119 Saarbrücken-Güdingen
Germany

The Warehouse shall be entitled to redirect the delivery to its external warehouses. The Warehouse shall inform the Supplier of this as part of the Notification.

2.2. Contact Incoming Goods of the Warehouse

Name: Martin Kelkel

Tel: +49 6831 9593 264

E-Mail: martin.kelkel@isl-group.eu / General e-mail address: cadooz@isl-group.eu

2.3. Acceptance Times

Acceptance times: Monday to Friday 07:00 - 15:00

Except on public holidays. The public holiday regulations of Saarland apply.

2.4. Delivery Notification

2.4.1. Agreement of a Delivery Date

- (1) The Supplier shall be obliged to notify the incoming goods department of the Warehouse by e-mail of each delivery ("**Notification**") on pallets at least three (3) or of each container delivery at least seven (7) working days before the contractually agreed delivery date. The delivery date stated in the order and agreed with cadooz by order confirmation shall be subject to the acceptance capacity of the Warehouse. If the Warehouse has no acceptance capacity on the contractually agreed date, acceptance may be postponed by a maximum of four (4) weeks. In this case, cadooz shall not be in default of acceptance. The Warehouse checks the notified delivery date and confirms it or agrees on a new delivery date with the Supplier. cadooz has authorized the Warehouse to agree on a new delivery date with the Supplier on her behalf. If a new delivery date has been agreed with the Supplier due to a lack of acceptance capacity at the Warehouse, this new delivery date shall be binding and deemed to have been agreed between cadooz and the Supplier. In this case the originally contractually agreed delivery date shall no longer be valid.
- (2) The Supplier shall be obliged to keep the goods available until the delivery date and to keep them on call at all times. If the Supplier fails to perform by the delivery date, it shall automatically be in default. A reminder is not required. If the Supplier is in default with his performance, cadooz can assert claims for damages.

2.4.2. Content of the Notification

The following information shall be mandatory for the Notification:

- Name of the Supplier
- cadooz order number
- cadooz stock item number
- cadooz article description
- Number of items per article number
- Number of pallets
- Planned delivery day
- Planned time window

2.4.3. Specialties for Container Deliveries

- (1) Container deliveries must be announced in writing to the Warehouse's incoming goods department two (2) weeks before the planned delivery in order to enable approximate planning. This does not affect the mandatory, timely and binding Notification at least seven (7) working days before the planned delivery date.
- (2) For the Notification of container deliveries, the following shall be reported in addition to the information in Clause 2.3.2.:
 - the contact details of the Supplier's carrier and
 - the size and type of container

2.4.4. Incomplete Notification, Cancellation

- (1) If the information according to Clause 2.4.2 and 2.4.3 is incomplete, a delivery date cannot be assigned. The Supplier shall be responsible for this circumstance. This shall not constitute a default of acceptance by cadooz.
- (2) Notification shall only be made by e-mail, not by telephone.
- (3) The Warehouse's incoming goods department shall be informed of a cancellation of a Notification in writing (email shall suffice) by 4 p.m. (German time) at the latest on the working day before the agreed delivery date. In case the

Supplier is responsible for the circumstance that leads to the cancellation of the delivery, the Supplier shall be in default upon expiry of the agreed delivery date.

3. Accompanying Documents

- (1) The accompanying documents mentioned in Clause 3.1 to 3.4 shall be mandatory and visibly attached to each delivery.
- (2) cadooz shall be entitled to refuse acceptance OR to charge a contractual penalty according to Clause 6 in case of incorrect or incomplete accompanying documents.

3.1. Delivery Note

- (1) Each delivery shall contain a delivery note. The delivery note shall be visibly placed and easily accessible, e.g., it shall be attached to one of the ends of a pallet and shall not be located inside a carton.
- (2) The delivery note shall contain the following information:
 - Supplier
 - Delivery date
 - Delivery address
 - cadooz order number
 - cadooz stock item number
 - cadooz article description
 - Total number of articles
 - Number of items per stock item number
 - Number of pallets and/or packages (cartons) (e.g., 1 pallet with 5 cartons)

3.2. GTIN (EAN) Marking

A GTIN (old name: EAN) and a scannable code shall be affixed to each product packaging of an individual item. In the event that individual items are delivered in outer cartons, this shall also apply to the outer cartons.

3.3. Labeling of Outer Carton

Each outer carton of a delivery shall also contain a carton-specific delivery bill, packing slip or content label that only contains the information for the corresponding carton.

3.4. Bill of Lading

The bill of lading or forwarding agent's handover bill describes the delivery externally and shall contain at least the following information:

- Carrier
- Delivery address
- Supplier
- Total weight
- Number of cartons
- Quantity of Euro-pallets used

This Clause 3.4. shall only apply in case of delivery by a forwarding agent.

4. Conditions for Delivery, Loading Aids and Packaging Material

4.1. Single-Variety Delivery

Each pallet or package shall be delivered by type. If, in exceptional cases, a pallet or package is not delivered by type, items in the container shall be clearly differentiated and labeled.

4.2. Single Articles, Set Articles

- (1) Each item that is delivered in an outer carton shall be individually packaged and clearly recognizable as an individual item.
- (2) All components of a set article shall be delivered as one packaging unit or be connected to each other in such a way that it is clear that they are parts of a set article. A set article may only have one scannable barcode.

4.3. Truck Loading

- (1) Pallets shall be loaded on delivery in such a way that the truck can be unloaded from the rear using electric pallet trucks. A support surface for a loading bridge shall be available. The vehicle shall not be loaded up to the loading edge. A distance of at least five (5) cm between the loading edge and the foremost pallet shall be mandatory for unloading. The goods destined for cadooz shall be freely accessible; smooth final loading shall not be hindered by third-party goods.
- (2) Truck vehicles must meet the following minimum requirements:
 - Loading sill height: at least 1.10 m
 - Loading area width: at least 2.35 m
 - Loading space height: at least 2.30 m
 - Permissible total weight: at least 7.5 t

The total height of the truck must not exceed 4 m.

4.4. Pallet Delivery

- (1) Deliveries on disposable pallets, mesh boxes or damaged Euro-pallets shall not be permitted. Furthermore, metal strapping shall not be permitted.
- (2) Pallets shall be secured with transparent film and/or plastic strapping so that the goods are firmly attached to the pallet.
- (3) To prevent the goods from slipping during transportation or unloading, the strap shall enclose both the goods and the pallet. For pallet cartons, securing with strapping shall suffice.
- (4) The maximum permissible dimensions and weights of a loaded pallet are:
 - Width: maximum 80 cm
 - Length: maximum 120 cm
 - Height: regular up to 110 cm / maximum 180 cm incl. pallet and lid
 - Weight: maximum 600 kg
- (5) The following information shall be clearly legible on the long side of each pallet:
 - "Client cadooz"
 - cadooz order number
 - cadooz stock item number
 - cadooz article description
 - GTIN (old designation: EAN) and a scannable code for the individual item
 - Number of items per stock item number

- Total weight of the pallet

(6) Euro-pallets will be exchanged by the Warehouse for free delivery (“**Exchange Pallet**”). If the Supplier waives acceptance of the Exchange Pallet upon delivery, he is no longer entitled to receive an Exchange Pallet. Cadooz does not keep a pallet account.

4.5. Packaging, Fillers and Cover Boards

Only recyclable cardboard and corrugated cardboard shall be used as packaging material and fillers. Cover boards shall be made of natural wood. Pressboard, plastic and polystyrene are not permitted.

5. Safety Regulations

5.1. Authority to Issue Instructions

All persons authorized by the Supplier who are on the premises of the Warehouse shall follow the instructions of the Warehouse employees. The Supplier shall indemnify cadooz in full against all claims arising from a breach of the Warehouse's instructions or from all damages incurred by the Warehouse as a result of the Supplier's conduct.

5.2. Safety Instructions and Equipment

- (1) If safety or occupational health and safety regulations are to be taken into account in connection with deliveries, both the Supplier and the persons commissioned by him shall expressly point this out in writing (email shall suffice) when giving notification upon delivery.
- (2) The Supplier shall be obliged to ensure that all persons commissioned by him are equipped with the necessary safety equipment, insofar as this is required by the type of goods to be delivered and wear a safety vest on the Warehouse premises.
- (3) The maximum speed of 10 km/h permitted on the Warehouse premises must not be exceeded.

5.3. Warehouse Access

- (1) Entry to the factory premises shall only be permitted after registration and when accompanied by a Warehouse employee.
- (2) The Supplier shall be aware that the authority to issue instructions and the domiciliary rights for the Warehouse premises lie with the Warehouse. The Warehouse shall therefore be entitled to issue a ban from the premises in the event of repeated or serious misconduct on the part of persons commissioned by the Supplier. In the event of misconduct by several drivers of the same forwarding agent, the Warehouse ban may be extended to the entire forwarding agent.

6. Contractual Penalty

cadooz reserves the right to charge the Supplier contractual penalties in the event of violations of this guideline. Legal claims for damages shall remain unaffected by this.

Non-Delivery

A contractual penalty in the amount of 300.00 EUR (in words: three-hundred Euros) shall be charged for non-delivery of a bindingly scheduled delivery, unless it has been canceled in due time in accordance with Clause 2.4.4 of these delivery guidelines.

Unpunctual Delivery

A delivery is unpunctual when the delivery is not made at the time of the agreed delivery date. Driving up to the loading ramp of the Warehouse constitutes a delivery. If the Warehouse is unable to accept the delivery in the event of an unpunctual delivery, acceptance shall be refused and a contractual penalty of 300.00 EUR (in words: three-hundred Euros) shall be charged.

Missing GTIN (EAN)

If the GTIN (EAN) according to Clause 3.2 is not available or cannot be scanned, a contractual penalty of 0.35 EURO (in words: thirty-five cents) per packaging unit shall be charged.

Missing Delivery Bill

If the delivery is not accompanied by a delivery bill or if it is not clearly visible or easily accessible, a contractual penalty of 25.00 EUR (in words: twenty-five Euros) per delivery bill shall be charged.

Delivery on Disposable Pallet

If delivery is not made on a Euro-pallet, a contractual penalty of 20.00 EUR (in words: twenty Euros) per pallet plus 0.50 EUR (in words: fifty cents) per packaging unit delivered on it shall be charged for relocation to a Euro-pallet.

Delivery not Sorted by Type

A contractual penalty of 0.50 EUR (in words: fifty cents) per packaging unit shall be charged for repackaging if the goods are not delivered on a pallet by type.

Incorrectly Packed Pallets

If a pallet is packed incorrectly and has to be repacked for storage, a contractual penalty of 0.50 EUR (in words: fifty cents) per packaging unit shall be charged.

Loose Delivery

If the goods are delivered loose (without loading aids), a contractual penalty of 0.90 EUR (in words: ninety cents) per packaging unit shall be charged.