

Delivery Guidelines of cadooz rewards GmbH for the Warehouse in Warsaw

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Contents

1.	General information.....	2
1.1.	Objective of the Delivery Guideline.....	2
1.2.	Order of Validity.....	2
1.3.	Deviations Guidelines, Refusal of Acceptance.....	2
1.4.	Contact Purchasing Department Cadooz.....	2
2.	Incoming Goods.....	2
2.1.	Delivery Address.....	2
2.2.	Contact Incoming Goods Warehouse.....	2
2.3.	Acceptance Times.....	2
2.4.	Delivery Notification.....	2
2.4.1.	Agreement of a Delivery Date.....	2
2.4.2.	Content of the Notification.....	3
2.4.3.	Specifics for Container Deliveries.....	3
2.4.4.	Incomplete Notification.....	3
3.	Accompanying Documents.....	3
3.1.	Delivery Note.....	3
3.2.	GTIN (EAN) Marking.....	4
3.3.	Labeling of Outer Carton.....	4
3.4.	Bill of Lading.....	4
4.	Conditions for Delivery, Loading Aids and Packaging Material.....	4
4.1.	Single-Variety Delivery.....	4
4.2.	Single Articles, Set Articles.....	4
4.3.	Pallet Delivery.....	4
4.4.	Packaging, fillers and cover boards.....	5
5.	Safety regulations.....	5
5.1.	Authority to issue instructions.....	5
5.2.	Safety instructions and equipment.....	5
5.3.	Warehouse access, access to factory premises.....	6

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, Internel Sp. z o.o., ul. Ks. ul. Ks. Ziemowita 59, PL-03-885 Warszawa ("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 Guidelines, Refusal of Acceptance

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 to assert claims for damages against the Supplier. In the event of refusal of acceptance, the Supplier shall also bear the costs of return transportation.

1.4. Contact Purchasing Department Cadooz

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

2. Incoming Goods

2.1. Delivery Address

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

Internel Sp. z o.o.
ul. Ks. Ziemowita 59
PL-03-885 Warszawa

2.2. Contact Incoming Goods Warehouse

E-mail: inbound@internel.eu

Tel. +48 22 380 62 48

2.3. Acceptance Times

Acceptance times: Monday to Friday: 07:00 - 16:00 (except on public holidays)

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 and the purchasing department of cadooz of each delivery ("Notification") at least one (1) working day before the contractually agreed

delivery date by e-mail. The delivery date stated in the order and agreed with cadooz by order confirmation is the contractually agreed date.

- (2) 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 is 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
- Name of the forwarding agent or shipping service provider

2.4.3. Specifics for Container Deliveries

- (1) Container deliveries must be announced in writing to the warehouse's incoming goods department and the cadooz purchasing 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 above information:
 - the contact details of the Supplier's carrier and
 - the size and type of container

2.4.4. Incomplete Notification

- (1) Should the information stipulated in Clause 2.4.2 and 2.4.3 be incomplete, cadooz reserves the right to refuse acceptance and to assert claims for damages against the Supplier in accordance with Clause 1.3. of these Delivery Guidelines. In the event of refusal of acceptance, the Supplier shall also bear the costs for the return transport. The Supplier shall be responsible for this circumstance. This shall not constitute a default of acceptance by cadooz.
- (2) Notification shall only be possible by e-mail, not by telephone.

3. Accompanying Documents

- (1) The accompanying documents mentioned in Clause 3.1 to 3.4 shall be mandatory and visibly attached to each delivery. They shall be attached to the side of each individual pallet, for example, and shall not be located inside a carton or behind a stretch film.
- (2) cadooz shall be entitled to refuse acceptance in case of incorrect or incomplete accompanying documents.

3.1. Delivery Note

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 note, 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. Pallet Delivery

- (1) Trucks shall have a loading sill height of 110 cm or alternatively be equipped with a hydraulic lift.

- (2) The products shall be delivered on new or used Euro-pallets. Used Euro-pallets shall be in good condition, i.e., they shall be clean, dry and without visible damage. The pallets shall bear an official Euro-pallet mark.
- (3) The Warehouse shall have the right to refuse to accept dirty, wet or damaged Euro-pallets as well as plastic Euro-pallets and unofficial Euro-pallets (without embossing, counterfeit pallets). If the Warehouse accepts them as a gesture of goodwill, a fee of 2.50 EUR per pallet shall be charged for disposal to the Supplier. These pallets shall not be exchanged.
- (4) Pallets shall be secured with transparent film and/or plastic strapping so that the goods are firmly attached to the pallet. Metal straps shall not be permitted.
- (5) 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.
- (6) The maximum permissible dimensions and weights of a loaded pallet are
 - Width: maximum 80 cm
 - Length: maximum 120 cm
 - Height: maximum 180 cm incl. pallet and lid
 - Weight: maximum 600 kg
- (7) 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
- (8) 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.

4.4. 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.

5.3. Warehouse access, access to factory premises

- (1) Entry to the factory premises shall only be permitted after prior registration with and after permission has been granted by the Warehouse and in the company of 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.