

Packaging specification:

1. Administrative requirements:

1.1 Delivery address:

PROLICHT GmbH, Gewerbepark 6, 6091 Götzens, Austria

(hereinafter referred to as the *buyer*) or

PROLICHT ESPAÑA, S.L., Riu Xuquer, 12, 46960 Aldaia, Valencia

1.2. Delivery times at PROLICHT are only on weekdays:

PROLICHT GmbH, Austria

Mo-Do 8:00 a.m. to 4:00 p.m.

Fr 8:00 a.m. to 12:00 a.m.

PROLICHT ESPAÑA, S.L.,

MO-FR 7:00 a.m. to 3:00 p.m.

1.3. Outside of delivery times, there will be no proper delivery and thus no handover or fulfilment.

1.4. The *supplier* is solely responsible for the accuracy and completeness of the accompanying documents.

1.5. A shipping delivery note for each consignment must be sent to "**purchasing@prolicht.at**" to the *buyer* at the latest at the time of delivery or collection.

1.6. A *supplier* based in the EU must document the customs tariff number to the buyer and, upon request, the origin of the goods free of charge at the time of delivery by means of certificates of origin. In addition, he must always clearly mark products that do not originate in the EU with "no originating goods in the EU" on the delivery note.

1.7. A *supplier* who is not established in the EU must also provide the buyer with the customs tariff number and the proof of preference for the respective products and, if requested, attach a certificate of origin free of charge at the time of delivery.

1.8. The *Supplier* shall indemnify the Buyer against all costs incurred as a result of inaccurate, incomplete or erroneous statements or -documents of origin.

1.9. For non-EU (not within the EU, NAFTA, Mercosur, etc.) orders, the *supplier* must attach an export declaration.

1.10. The *supplier* is obliged to clearly inform the buyer about any export restrictions in offers, at the time of the order and on invoices. This includes, in particular, labelling in accordance with the respective national export laws concerned, in particular German, American and Japanese export law, indication of the relevant export list numbers (AL) and, in the case of goods subject to American export law, indication of the American Export Control Classification Number (ECCN).

1.11. The **delivery note**, which must also be affixed to the package, must contain at least the following information:

- a. Company name of the supplier
- b. Company address
- c. Contact person at the supplier in case of enquiries Bezeichnung des *Produktes* in German and English
- d. Buyer's Item Number + supplier Item Number
- e. Delivery Quantity
- f. Order number
- g. Indication of the consignee of the goods (if any)

1.12 Each shipment must be accompanied by a **packing list** with an exact table of contents, stating at least the following points:

- a. Order number
- b. Number of pieces per package
- c. Dimensions (cm) per package
- d. Article description incl. Prolicht article number
- e. Gross / net weight per package (e.g. pallet / shipping carton)
- f. Gross / Net weight per item

1.13. The **marking of the packages** shall be carried out as follows:

- a. Buyer's item number as stated on the order
- b. The delivery note must be affixed to each pallet in a well-protected manner
- c. The carrier must be instructed not to remove the delivery note from the pallet.

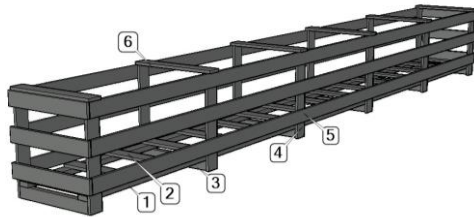
2. General packaging requirements for covered products according to point 1:

- a) The products must be packaged in a way that is suitable for transport. Unnecessary packaging material should be avoided.
- b) Packaging must be designed in such a way that it is easily separable and recyclable, that mixed containers are avoided and that materials made from naturally renewable raw materials are used. Appropriate product and material information must be provided.
- c) Particularly in the case of dangerous goods, the *supplier* is responsible for ensuring that both the packaging and its marking as well as the means of transport and its markings comply with the relevant provisions for the respective mode of transport (road, rail, inland or deep-sea waterway transport or aviation.)
- d) Special packaging, labelling and/or preservation requirements specified in the order must be complied with.
- e) Packing dimensions:
Max. dimensions for air freight:
Length 315 cm, Height 160cm, Width 100cm

Max. dimension for sea freight:
Length 12m, Height 220cm, Width 230cm
- f) The material of pallets must only be made of wood. / Only wooden pallets are to be used. BUT ATTENTION: Import from Asia on plastic pallets (wooden pallets strictly regulated due to the risk of importation of harmful organisms.)
- g) When using outer packaging made of wooden crate, the following must be observed:
 1. Longitudinal stabilization with squared timber (approx. 8x3.5cm);
 2. Connection with webs made of 2cm thick boards at a distance of approx. 30cm
 3. Uniform distribution of pallet logs over the total length; one piece of upholstered wood per metre (cross-section approx. 8x3.5cm);
 4. Standing side boards run over the pallet cross timber, one board per metre (cross-section approx. 2x14cm) with the function of not transferring the load to the transported goods when stacked on top of each other;
 5. Pallets must always be delivered with the same spacing of the pallet logs so that the goods can be stacked;

6. A sideboard crate must be attached to the length of the pallet for additional stabilisation in the longitudinal direction (three pieces from a pallet height of 50cm);
7. On the pallet there are connecting boards to connect the side crate and to protect the transported goods in case of stacking, one board per meter (cross-section approx. 2x14cm);
8. Fasteners such as screws are easily accessible and visibly positioned for disassembly

Figure 1: Pallet Schematic Sketch



9. The packing between the wooden pallet and the package must be made of cardboard.
10. The outer packaging of a pallet must be made of cardboard and wrapped in foil (see Figure 2)



Figure 2: Pallet Schematic Sketch



- h) Electronic components must always be packaged in an "electrostatic discharge" or ESD-compliant manner. The packaging must be labelled "ESD" or "Fragile, handle with care".
- i) An intermediate bearing made of foam or cardboard must be inserted between each of the extruded profiles.
- j) Goods with special surface treatment (anodised, powder-coated) must be individually packaged so that they do not damage each other.
- k) In the case of a joint shipment of several products for a customer project, the entire product must be delivered as a unit, stating an item number (instructions to this effect will be given by the buyer at the time of ordering).

3. Miscellaneous

3.1. In the event of absolutely necessary deviations from these requirements "purchasing@prolicht.at" must be consulted and written consent must be obtained in advance in each individual case.

3.2. If, at the time of delivery, or up to 24 hours after delivery, damage to the goods is discovered due to non-compliance with or deviation from this agreement, the buyer reserves the right to:

- a) not to accept the goods and to insist on a new proper delivery;
- b) to return damaged goods that have already been accepted at the expense of the *supplier* or, if a return is not desired, to destroy them at the expense of the *suppliers*;
- c) withdraw from the contract in question (and also from other orders);
- d) to make a reasonable cost reduction in respect of the invoice amount of the product concerned.

3.3. The assertion of further claims for damages, in particular due to delayed delivery and resulting claims for damages on the part of the buyer's customers, remains unaffected by this.

3.4. The *supplier* shall be liable for the proper packaging as well as for any damage resulting from culpable non-compliance with these packaging specifications.