

Supplier Agreement

General

This manual serves as a simple and practice-orientated guide for the suppliers of IDS Imaging Development Systems GmbH - IDS for short. This guide presents all logistical and purchasing requirements that enable a smooth flow of materials between the supplier and IDS.

Non-compliance with the requirements listed in the supplier manual can trigger a complaint to the supplier, which in turn influences the supplier's evaluation. It should be noted that any additional costs incurred due to non-compliance with the requirements listed in the manual will be charged to the supplier. All deviations from the requirements described must be agreed between IDS GmbH and the supplier. IDS also reserves the right to agree specific packaging regulations with the supplier.

Due to the close and cooperative partnership with our suppliers, the quality of our logistics and purchasing is dependent on the reliability and expertise of our business partners.

Communication between IDS and supplier

Contact person

In order to ensure smooth communication, we must be provided with a list of contact persons so that we can contact the right person directly in the event of queries. We recommend that our suppliers generate a suitable e-mail address for enquiries, which can be processed by several people in the event of holidays or substitutions.

Change notice

IDS must be informed immediately of any changes on the part of the supplier that affect the cooperation with IDS. This includes, but is not limited to, a change of production location, a change of contact person or their representative or a change in certifications.

Registration

Forwarders must register the delivery or collection with the shipping department (Tel.: +49 7134 96196-216, e-mail: Wareneingang@ids-imaging.com) by 3.30 p.m. on the working day before delivery or collection, stating the order number, dimensions and weight, in order to agree an exact date. The driver will report to the dispatch department on the day of delivery with all documents. Deliveries or collections that are not registered or have not been notified for the specified day or time will not be accepted. Any waiting times resulting from incorrect notification or delivery will not be reimbursed.

Goods receiving times

Monday-Friday: 07.30 - 12.00 / 13:00 - 16.00

Control of orders

If an order from IDS appears to the supplier to be inconsistent or deviates significantly from comparable orders, the supplier must contact IDS and check the correctness of the order.

IDS General Terms and Conditions of Purchase

Further information on the regulations of the purchasing process can be found on the IDS homepage (<https://en.ids-imaging.com/purchase.html>) in the form of the General Terms and Conditions of Purchase.

Supplier management

Supplier self assessment

The supplier self-assessment summarises the most important information for the initial general assessment of the supplier. It is sent out as an initial contact before an enquiry is initiated and must be completed and returned to the enquiring purchaser.

IDS must be informed immediately in writing of any significant changes.

Auditing of suppliers

IDS reserves the right to conduct a supplier audit. Suppliers shall provide IDS with the best possible support in this regard. Reasons for an audit may include in particular

- Selection/assessment of new suppliers
- Requirements of our customers
- IDS internal receivables

In the course of a standard IDS audit, assessments and statements are made on the following topics:

- General information
- Company tour
- Expertise/continuous improvement
- Processes
- Co-operation

Supplier evaluation

IDS will provide the supplier with an annual supplier assessment. IDS expects an A rating in these evaluations. In the case of suppliers with a B or C rating, IDS will take measures (e.g. action plan, auditing) and coordinate further action with the supplier.

Continuous improvement CIP

Continuous improvement must be an integral part of every supplier's quality strategy. IDS expects suppliers to actively participate in the continuous improvement of procedures, processes and products with the aim of permanently improving the overall system. The results of CIP must be demonstrated as cost savings or quality improvements. Delivery conditions

Procedure in the event of defects

Transport damage

Any transport damage (reworking/sorting/extra inspection) caused by defective packaging shall be charged. If the goods in question cannot be accepted due to the damage, the supplier may be in default if he does not provide a replacement delivery in good time. A distinction is made between 2 types of transport damage. Depending on the type of transport damage and defect, different procedures are required.

- **Open transport damage:** Visible, obvious transport damage must be reported to the carrier immediately and must be confirmed in writing by the driver on the freight documents.
- **Concealed transport damage:** Hidden transport damage, defined in accordance with §377 para. 2 HGB, shall be reported to the carrier immediately and in writing as soon as it becomes apparent. Hidden defects can be reported within 24 months of delivery in accordance with § 438 BGB.

Transport damage assessment

In order to safeguard claims for compensation, IDS must call in the carrier immediately or within certain deadlines to assess the damage.

Incoming goods inspection

After prior consultation with IDS, the Supplier undertakes to check the quality of its products to be delivered to IDS for certain article groups, e.g. merchandise, before delivery to IDS in such a way that no products are delivered that do not fully fulfil the specifications agreed for the product. In this case, both parties agree that, due to the organisation of the outgoing goods inspection at the supplier's premises in accordance with the above conditions, an incoming goods inspection at IDS may be omitted. IDS will raise notices of defects in the context of an improper course of business. In this respect, the Supplier waives the defence of delayed notification of defects for hidden defects in accordance with §377 HGB.

However, if a continuous incoming goods inspection by IDS has been agreed, IDS shall immediately notify the Supplier of any defects in the goods occurring during the incoming goods inspection.

As part of the incoming goods inspection, IDS will carry out a random check of functionally relevant features of the delivery.

Deviations are recorded in a complaint report and immediately forwarded to the supplier.

Accompanying documents

In the case of deliveries to IDS, the supplier or consignor is responsible for the proper preparation of the accompanying documents and for the transport-safe packaging of the goods to be delivered in accordance with the statutory provisions. In principle, no deliveries will be accepted without a delivery note or invoice. The accompanying documents or a reference to their location should be clearly visible and securely attached to the outside of the parcel or pallet in a document pocket.

Delivery note contents:

- IDS order number/process number
- IDS article number with exact article designation
- Serial numbers for items requiring serial numbers
- delivered quantity

Bill of lading

The transport order must include the following shipment details:

- Supplier, supplier address
- Receiving address
- Order number, order number
- Number of packages belonging to the consignment
- Total weight of the consignment
- Handover or dispatch date of the consignment
- Information about pallet exchange

General packaging and delivery instructions

Delivery instructions for general cargo transport

IDS's incoming goods department is not height-adjustable and neither forklift trucks nor pallet trucks can be provided. The carrier must carry out the delivery of general cargo using a vehicle with a lifting platform.

Packaging requirements

Compliance with the following points is absolutely essential for the quality-compliant delivery of parts:

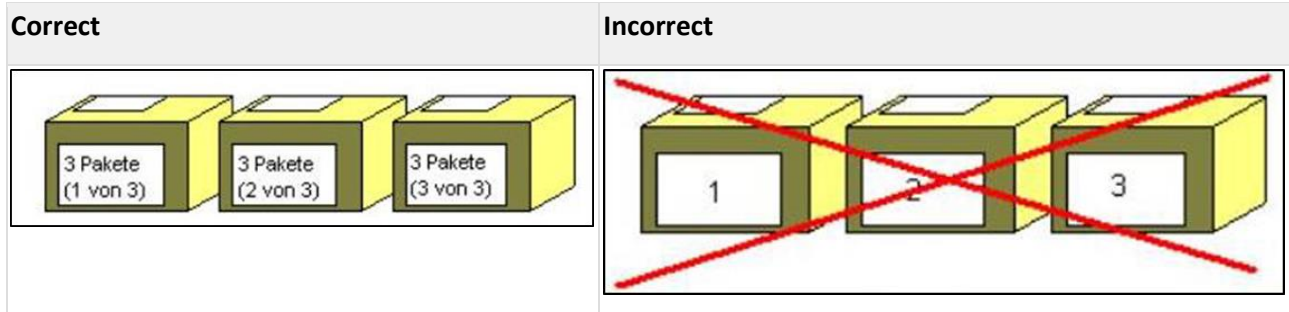
- Sufficient packaging appropriate to the goods and compliant with the generally applicable safety regulations must be selected for all types of dispatch.
- The purchasing department specifies special packaging unit details for certain items. These must be observed without exception.
- The parts must be free of any contamination. Direct contact with uncoated corrugated or solid cardboard and with filling materials is not permitted.
- The collective packaging (container, box) and, if necessary, additional basic packaging (film, film bags, tubes, thermoforming inserts, etc.) must ensure the following protection of the parts
 - from mechanical damage (e.g. deformation, impact marks) and
 - from corrosion
- Due to the increased risk of injury, packaging should not be sealed with metal staples but with adhesive tape.

Authorised and unauthorised packaging materials

Authorised materials	Unauthorised materials
<ul style="list-style-type: none"> • PE, PP, PS, PET, ABS • Corrugated board, paper • Solid wood according to S121000-1 and S121000-2, plywood • Paper and cardboard labelled with the RESY symbo 	<ul style="list-style-type: none"> • Composites • Chips made from plant-based products Chips or moulded parts made from polystyrene • Polyamide belts, • Wax, paraffin, bitumen or oil papers • Pressed chipboard/pallets and impregnated, varnished, coated wood

Labelling of parcels

When delivering individual parcels, it must be clearly recognisable from the outside who the recipient and the sender are. If a consignment consists of several parcels, all packages must be clearly labelled with the total number from the outside. In order to avoid mix-ups, errors and long processing times and thus ensure that your and our processes are not disrupted, the following labelling measures can help.

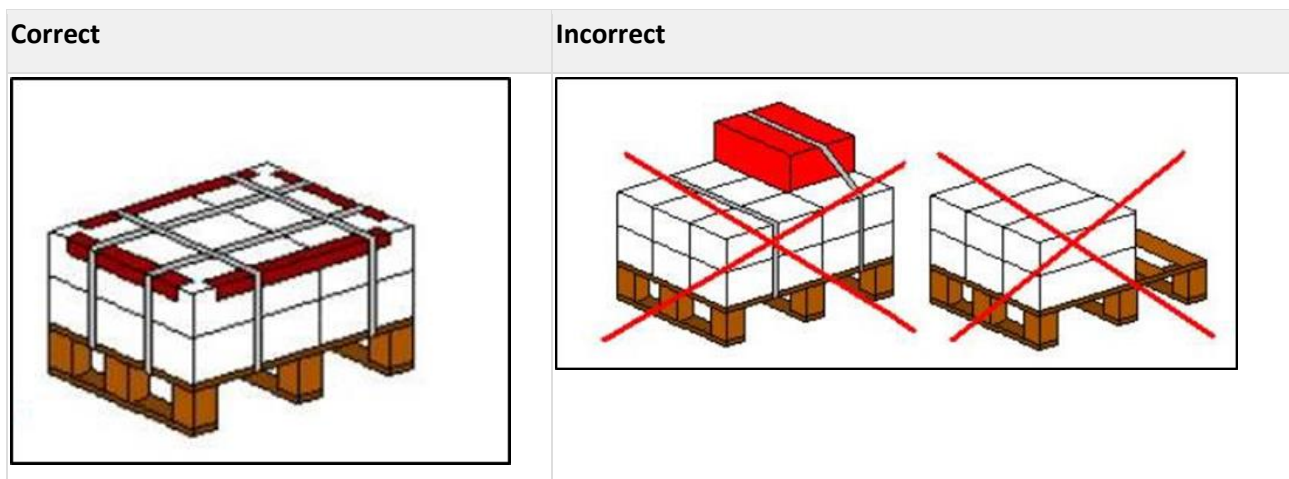


Packaging instructions

Consignments must be loaded on undamaged Euro pallets suitable for high-bay racking. The storage of disposable pallets or defective Euro pallets is not possible. Palletised transport units may not exceed a loading height incl. Euro pallet of 2100mm and a total weight incl. Euro pallet of 300kg by joining individual packages. Cartons must be stacked together on the pallet and must not protrude beyond the edge of the pallet. They must be arranged in a non-slip, quantity-controllable and clearly organised manner. Each unit load must be wrapped in stretch film or secured with plastic strapping. The maximum permissible weight for individual cartons is 15 kg. In exceptional cases, the gross weight of the carton may be max. 20 kg if a suitably stable carton is used. As an alternative to pallet shipping, parcel shipping is possible for smaller quantities, max. weight per shipping parcel 15 kg.

The following load securing methods are permitted:

- Strapping using edge protectors,
- Pallet outer carton with strapping





Loading equipment

Only the following loading equipment may be used:

- exchangeable Euro pallets, which must always be in perfect technical condition,
- Commercially available corrugated cardboard boxes that comply with statutory environmental and packaging regulations
- and the pendulum boxes provided by IDS

Euro pallets are exchanged 1:1. Defective loading equipment will not be exchanged.

Loading equipment	Specification	Picture
Euro pallet	Dimensions: 1200x800x150 mm / Weight: 25kg / Load capacity: 1500kg / Volume: -	
IDS pendulum box	Weight: 1.5 kg / Load capacity: 10 kg / Volume: 35 litres	

Empties freight costs

The freight costs for the delivery of empties to the supplier shall be agreed as follows, unless special arrangements have been made:

- for deliveries ex works: acceptance by the supplier
- for free deliveries: acceptance by IDS

Costs for non-compliance with transport and packaging regulations

Compliance with these transport and packaging regulations is checked by our incoming goods department. Non-compliance with individual aspects of these regulations shall entitle IDS either to refuse acceptance or, in the event of acceptance despite non-compliance, to charge the supplier with specified cost rates.

IDS is entitled to offset its claims arising from non-compliance with these regulations against claims of the supplier. It is irrelevant whether these are claims from the same legal transaction.

We charge a basic fee of € 75.00 per delivery for administrative processing in the event of non-compliance with the transport and packaging regulations. All other costs will be charged according to our valid hourly rates. If you have any queries in connection with transport and packaging processing, please contact our incoming goods department before dispatching the goods.

I have read and taken note of the document.

Place, date

Signature