



Working with GEMÜ

A handbook for suppliers

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Apparatebau GmbH & Co. KG

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HRB 590215
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www.gemu-group.com

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1. Foreword

As a global market leader and family-owned enterprise, GEMÜ has been synonymous with reliability and quality for decades. This reputation can only be upheld through strong relationships with our customers and suppliers. This supplier handbook aims to strengthen our successful relationships and establish a solid foundation for successful collaboration in the future.

The quality of our products is incredibly important to us at GEMÜ; as a result, it is essential that we work with equally high-quality suppliers. This supplier handbook sets out our quality requirements for suppliers and GEMÜ's formal requirements for correct supply.

To ensure compliance with our quality requirements and to make sure that our suppliers follow the same ethical specifications, an answer form is included with this handbook to be completed by the supplier and returned to GEMÜ.

2. General Terms and Conditions of Purchase

GEMÜ stands out from the crowd thanks to our successful relationships with our suppliers. These are founded on successful collaboration and communication. To maintain these successful relationships in the future and to enable fast integration of new suppliers, the following General Terms and Conditions of Purchase contain a detailed explanation of all important subjects in terms of ordering, liability and payment. Please read these carefully.

2.1. Order confirmation

In addition to the General Terms and Conditions of Purchase, the Purchasing department has created the following regulations for designing the order confirmation:

The order confirmation must include the following:

- Our order number
- Drawing number with drawing revision number
- Order confirmation number
- Order confirmation date and order date
- Our order items
- Quantity
- Our item number
- Net prices in euro
- If prices are listed in a foreign currency, this must be indicated
- Delivery date for each item
- Delivery address

Order Confirmation **123456789** 02.01.2020

GEMÜ Gebr. Müller
Apparatebau GmbH & Co. KG
Fritz-Müller-Straße 6-8
74853 Ingelfingen

Sample Company Ltd.
Samplestreet 3
12345 Sampletown
United Kingdom

Contact-Person: Max Mustermann
Phone: +49123456789
Mail: AB@sample.com

Delivery address:

GEMÜ Gebr. Müller
Apparatebau GmbH & Co. KG
Günther-Ziehl-Straße 4
74835 Kupferzell

Our Order-No.: 012345
Customer-No.: 123456
OC-No.: 123456789
Date: 01.01.2020

| Pos. | Quantity | Description | Currency | Price | Total | Delivery-date |
|------|----------|---|----------|-------|--------|---------------|
| 10 | 5 pcs. | 88123456 Sample Product 1 Drawing-No.: 7001-5001-1236 | EUR | 7,50 | 37,50 | 02.02.2020 |
| 20 | 20 pcs. | 88123457 Sample Product 2 Drawing-No.: 7001-5001-1235 | EUR | 12,00 | 240,00 | 05.03.2020 |
| 30 | 30 pcs. | 88123458 Sample Product 3 Drawing-No.: 7001-5001-1238 | EUR | 2,50 | 75,00 | 05.03.2020 |
| 40 | 100 pcs. | 88123459 Sample Product 4 Drawing-No.: 7001-5001-1237 | EUR | 9,99 | 999,99 | 05.03.2020 |

Net price: 1352,48€
VAT (19%): 258,98€
Total: 1609,45€

The exact design may differ as long as the items listed above are included.

2.2. Invoice creation

The invoice must include the following data:

- Full name and full address of the service recipient and the company providing the service
- Tax number or VAT ID number of the company providing the service
- Date of issue of the invoice
- Successive invoice number
- Date of delivery or provision of other services
 - o Date of advance payment, if an advance payment is being made
- Breakdown according to tax rates
- Quantity and customary designation of the delivery items or other services
- Statement of net amount
- Amount of tax due on payment
- Tax rate to be applied
- Information regarding any reduction in payment agreed in advance
- Other additional data in line with Section 14a UStG (German VAT Act)
- Valid Incoterms® 2010: FOB for sea freight and FCA for air freight

| Customer: | | Supplier Sample Corp. Ltd | | | | | |
|--|------------|-----------------------------|-------------|-----------|------------------|-------------------|--------------------|
| GEMÜ Gebr. Mülle Apparatebau GmbH & Co. KG | | Samplestreet 1 | | | | | |
| Tax-Number or Tax ID Number | | Tax-Number tax office: XXXX | | | | | |
| Fritz-Müller-Straße 6-8 | | Tax ID Number: DEXXXXXXX | | | | | |
| 74653 Ingelfingen-Criesbach | | EORI Number: DEXXXXXXXXXX | | | | | |
| Invoice No. <u>XXX</u> | | | | | | | |
| Delivery from <u>10.12.2019</u> | | | | | | | |
| | | | | | | | 01.01.2020 |
| Pos. | Quantity | Product | Product-No. | Order-No. | Pre VAT 7% price | Pre VAT 19% price | Customs tariff No. |
| 10 | 3 boxes | Cola | 88451223 | 665212 | | 30,00€ | 9925381455 |
| 20 | 25 bottles | Vine | 88451321 | 665212 | | 420,00€ | 9956251455 |
| 30 | 4 bottles | Milk | 88485424 | 665212 | 15,00€ | | 8457122533 |
| 40 | 35 bottles | Olive oil | 84854651 | 665212 | 90,00€ | | 8435487954 |
| Total before VAT 7% | | | | | 105,00€ | | |
| Total before VAT 19% | | | | | | 450,00€ | |
| VAT 0% | | | | | | | |
| VAT 7% | | | | | 7,35€ | | |
| VAT 19% | | | | | | 85,50€ | |
| Total | | | | | 112,35€ | 535,50€ | |
| Invoice Value | | | 647,85€ | | | | |
| Advance Payment | | | 250,00€ | | | | |
| Amount due | | | 397,85€ | | | | |

Incooterms® 2020: DAP Ingelfingen

Please transfer the invoice amount by January 31st.

Bank account number or IBAN: XXXX
Bank Code or BIC: XXXX

Tax-free intra-community service / tax-free export delivery / the recipient of the service owes the sales tax / reverse charge

Please send your invoice via e-mail as PDF to rechnung@gemue.de. Please note that each PDF file may only contain one invoice transaction. Multiple PDF files can be sent in one e-mail if they are invoices. If your e-mail contains a different PDF, e.g. a delivery note, this will cause an error in our invoice verification system and your invoice cannot be processed.



If you have any general questions regarding purchasing at GEMÜ, please consult your contact person in the Purchasing department.


To read the General Terms and Conditions of Purchase, click [here](#).

3. Quality Assurance Agreement

GEMÜ has always been synonymous with quality and reliability. To keep this promise to our customers, we need to make sure that both we and our suppliers hold ourselves to the same high standards of quality.

We need to verify the quality of some items through the implementation of a Quality Assurance Agreement.

If you have any other questions regarding our quality requirements, please consult your contact person in the Purchasing department.


VENTIL-, MESS- UND PERFEKTSYSTEME

Qualitätssicherungsvereinbarung (QSV)

zwischen der Firma

GEMÜ Gebr. Müller Apparatebau GmbH & Co.KG
Fritz-Müller-Straße 6-8
D-74653 Ingelfingen - Criesbach
und alle in Anlage 1 aufgeführten Tochterfirmen
nachfolgend „Besteller“ genannt

und der Firma

Name Firma
Straße
Ort

nachfolgend „Lieferant“ genannt

GEMÜ Gebr. Müller
Apparatebau GmbH & Co. KG
Fritz-Müller-Str. 6-8
74653 Ingelfingen
Germany
Tel.: +49 (0) 7940 123-0
Fax: +49 (0) 7940 123 201
Kommanditgesellschaft:
Sitz 74653 Ingelfingen
Registergericht Stuttgart
HRA 590394
Komplementärin:
Gebr. Müller GmbH
Sitz 74653 Ingelfingen
Registergericht Stuttgart
HRA 590215
Geschäftsführer: Fritz Müller,
Gert Müller, Stephan Müller
Ust.-ID-Nr.: DE 146281082
Steuer-Nr.: 76050/0434
www.gemu-group.com

QSV GEMÜ DESeite 1 von 14Revision 8.5

4. Supplier assessment

In order to be able to satisfy the continuously growing demands of our markets and customers with regard to standards of quality and supply reliability, and to continue to operate as a premium supplier, we need to be able to count on the reliability of our suppliers. We therefore regularly perform a supplier assessment with the aim of achieving continuous improvement of your performance.

The following criteria are used in this assessment:

- **On-time delivery**

| Too early | | Good | Too late | |
|-----------|-----------|------------|-----------|----------|
| > -4 | -3 to -4 | -2/+0 | +1 to +3 | > +3 |
| 0 points | 75 points | 100 points | 50 points | 0 points |

Calculation formula:

$$\frac{\text{Number of order items per category} * \text{number of points}}{\text{Number of order item}} = \text{total number of points}$$

| | |
|---------------------------|----------------------|
| Escalation level 0 | >= 95 points |
| Escalation level 1 | < 95 to >= 75 points |
| Escalation level 2 | < 75 to > 60 points |
| Escalation level 3 | < 60 to >= 40 points |
| Escalation level 4 | < 40 points |

- **Quality rating** (number of complaints vs. supply items)

Calculation formula:

$$QZ = \left(1 - \frac{\text{no. of major errors} + \frac{\text{no. of minor errors}}{2}}{\text{no. of incoming goods}} \right) * 95 + \left(1 - \frac{\text{no. of overdue statements}}{\text{no. of requested statements}} \right) * 5$$

| | | |
|-------------------------------------|---------------------------|--------------------|
| >= 99.5 points | Very good | Escalation level 0 |
| < 99.5 to >= 97 points | Good | Escalation level 1 |
| < 97 to >= 95 points | Satisfactory | Escalation level 2 |
| < 95 to >= 93 points | Adequate | Escalation level 3 |
| < 93 points | Inadequate/unsatisfactory | Escalation level 4 |

- **Service level** (confirmation period)

| | | |
|---------------------|-----------------------|-------------------|
| Up to 1 day | Very good | 100 points |
| Up to 2 days | Good | 90 points |
| Up to 3 days | Satisfactory | 50 points |
| > 3 days | Unsatisfactory | 0 points |

Calculation formula:

$$\frac{\text{Number of order items per category} * \text{number of points}}{\text{Number of all order items}} = \text{total number of points}$$

| | |
|---------------------------|-----------------------------------|
| Escalation level 0 | >= 95 points |
| Escalation level 1 | < 95 to >= 75 points |
| Escalation level 2 | < 75 points |

- Explanation of escalation levels

| | |
|---------------------------|---|
| Escalation level 0 | No action required (preferred supplier) |
| Escalation level 1 | <ul style="list-style-type: none">• Room for improvement• Potential for optimisation• Expectation for supplier to implement own initiatives towards achieving "preferred supplier" status |
| Escalation level 2 | <ul style="list-style-type: none">• Written request for testing and creating an action plan• Verification within the following quarter• If there is no positive development -> escalation level 3 |
| Escalation level 3 | <ul style="list-style-type: none">• Face-to-face discussion at GEMÜ• Creating a detailed action plan, specifying responsibilities and schedules• Verification after schedule sequence• Specific objectives for the coming six months• If there is no, or insufficient, development -> escalation level 4 |
| Escalation level 4 | <ul style="list-style-type: none">• Supplier audit (processes/procedures)• Analyse shortcomings and define measures for improvement• If there is no positive development -> preparations for change of supplier |

If you have additional questions, please consult your contact person in the Purchasing department.

5. Transferring tools

As soon as GEMÜ provides the supplier with tools, the conditions of the GEMÜ Tool Transfer Agreement apply. This sets out the supplier's obligations and the requirements in terms of handling the tools correctly. Please read the Tool Transfer Agreement carefully.

If you have any questions regarding tools, please consult your contact person in the Purchasing department.

6. Delivery conditions

At GEMÜ, smooth supply chains are a key component in building a successful collaborative relationship with suppliers. As we now have three locations in Germany, however, there is always potential for confusion. The automation of our modern Production and Logistics Centre is also dependent to a large extent on being supplied correctly by our suppliers. To avoid any additional costs – for us and for our suppliers – the following delivery conditions document all the requirements that must be fulfilled for correct supply. Please read these carefully. In the event of incorrect supply, costs may arise and these will be passed on to the supplier.

6.1. Delivery address

GEMÜ has two delivery addresses. The exact delivery address is stated on each order. Should the delivery nonetheless be unloaded at the incorrect delivery point, consequential costs that arise will be invoiced to the supplier.

(1) Delivery address: GEMÜ Gebrüder Müller Apparatebau GmbH & Co. KG
Fritz-Müller-Straße 6–8
74653 Ingelfingen-Criesbach, Germany
Tel.: 07940/123-223

(2) Delivery address: GEMÜ Gebrüder Müller Apparatebau GmbH & Co. KG
Günther-Ziehl-Straße 4
74635 Kupferzell, Germany
Tel.: 07940/123-721

(3) Delivery address: GEMÜ Gebrüder Müller Apparatebau GmbH & Co. KG
Fritz-Müller-Platz 1
74676 Niedernhall-Waldzimmern, Germany
Tel.: 07940/123-8080

6.2. Delivery times

The Incoming Goods departments at the delivery addresses are available to receive goods at the following times:

Mondays to Thursdays: 7 a.m. – 4 p.m.

Fridays: 7 a.m. – 2.30 p.m.

It is only possible to deliver outside these hours following a telephone consultation with our Incoming Goods department.

6.3. Safety/environmental protection

The supplier's delivery and performance must comply with the statutory REACH and RoHS provisions. Furthermore, the supplier is also obliged to comply with all currently valid statutory regulations, in particular the provisions relating to safety and environmental protection.

6.4. Dangerous materials

When delivering dangerous materials, the statutory regulations must be strictly observed. The supplier is liable for any damage arising from non-observance of these dangerous goods regulations.

6.5. Accompanying documents

The following documents with the contents described below must be included with the goods and clearly identifiable in every delivery. All documents must be conclusive and must not deviate in any data. The accompanying documents must be included with the goods in a visible, weatherproof, and captive location.

6.5.1. Delivery notes

The delivery notes are to be included with the goods in every delivery. If there are multiple packaging items, the delivery note is to be included with a specifically labelled packaging item.

- Minimum requirements for the delivery note:
 - Supplier number and name
 - Delivery note number
 - Delivery address
 - GEMÜ order number (if possible with barcode type 39)
 - GEMÜ item number
 - Item designation
 - Quantity and measurement unit
 - Number of packaging items/boxes
 - Batch number, if applicable

6.5.2. Packing list

If a shipment consists of multiple packaging items/boxes/pallets, one of the two prerequisites below must be met:

- A separate packing list for each packaging item and total delivery note
- Clear identification on the delivery note stating which packaging items contain which items

Minimum requirements for the packing list:

- Supplier name
- GEMÜ order number
- GEMÜ item number
- Short description of the item
- Delivered quantity/quantity in packaging item
- Weight
- Tax ID no.: DE 146281082
- Input tax must be deductible

Sample Supplier Ltd.
 01.01.2020
 +49 (0) 123456789
 sampleemployee@samplesupplier.com

GEMÜ Gebr. Müller
 Apparatebau GmbH & Co. KG
 Tax-ID: DEXXXXXXXXXXXX
 EORI-No.: DEXXXXXXXXXXXX
 Mr. Max Mustermann – Procurement
 Fritz-Müller-Straße 6-8
 74853 Ingelfingen-Criesbach

Tracking-No.: 10001

| Pos. | Order-No. | Product-ID | Description | Quantity | Weight | Customs tariff number |
|------|-----------|------------|-------------|----------|--------|-----------------------|
| 1 | 123456 | 88522132 | Valve body | 100 | 500 kg | 123456789 |
| 2 | 123456 | 88522133 | Valve body | 20 | 100 kg | 123456789 |
| 3 | 123457 | 85522134 | Valve stem | 1000 | 200 kg | 123456789 |
| 4 | 999541 | 88412356 | Screws | 1000 | 200 kg | 6521426365 |
| 5 | 999541 | 88541255 | Screws | 10 | 1 kg | 6521426365 |

E-Sample

Mr. Sample, 01.01.2020

- EORI no. (if necessary): DE00002668289
- Transfer of goods to free circulation
- Customs tariff number
- Address of GEMÜ staff or department
- Signature (blue)
- Name of signatory
- Date
- Shipment number
- Telephone number and e-mail address

6.5.3. Bill of lading

The bill of lading must be added by the carrier.

Minimum requirements:

- Sender/consignor/freight forwarder
- Designation and type of goods
- Raw weight or other stated quantity of the goods
- Delivery conditions
- Delivery note number and/or order number
- Package data

6.5.4. Certificates

Requirements for test reports:

1. The certificate must be created in accordance with DIN EN 10204
2. The certificate must be aligned straight
3. All printed text must be clearly legible, i.e. the text must be large enough and not smudged
4. The certificate must be in German and English. (Minimum requirement: English)
5. The following data must be printed on the certificate or the cover sheet:
 - Our order number
 - Order date
 - Our item no.

- Drawing no.
6. No areas with grey shading
 7. The batch number/heat number must always be located in the same position
 8. Page numbers (page X of Y) should be noted on every certificate
 9. At least one document per delivery item/part delivery, ideally one document per batch number/heat number

Delivery

1. Certificate in paper format with the goods
 - 1.1. The packaging item containing the certificates must be labelled/marked accordingly.
2. Digital
 - 2.1. Dispatch of documentation to the following e-mail address: gemu.certificate@gemue.de
 - It is **not** necessary to send an additional copy to any other GEMÜ employees
 - 2.2. Certificate must have been received digitally on the date of goods receipt at the very latest
 - 2.3. The following subject must be used: #Supplier#Purchasing process number#Item (example: #Supplier#602199#5)
 - 2.4. It is best if one e-mail is sent per purchase transaction line, but at least one e-mail must be sent per purchasing process; it must be possible to clearly allocate the documents to the individual items (for specifications regarding content, see above, particularly Point 9)
 - 2.5. Documents will only be accepted in PDF format
 - 2.6. The maximum e-mail size is 10 MB – all incoming e-mails must be smaller than this

Digital dispatch of the certificates is preferred where possible.

6.6. Packaging specifications

6.6.1. Packaging material according to ecological directives

The packaging specifications apply for all suppliers to GEMÜ Gebrüder Müller Apparatebau GmbH & Co. KG. When planning their packaging, all suppliers must fulfil the waste-management aims prescribed in environmental legislation according to the following ecological priorities.

1. Prevention
 - a. Packaging restricted to the necessary weight and volume only (to save on resources and reduce the transport load).

2. Reduction

- a. Use and continuous improvement of recyclable packaging from reusable materials.

3. Reuse

- a. Use of environmentally friendly, reusable materials for all types of packaging. Polystyrene chips or similar non-reusable fillers must not be used.

6.6.2. Packaging types

Only the following types of packaging may be used. Different batches must be separated within these packaging types. Packaging types that are not listed below (lattice boxes, single-use pallets, etc.) are ignored in the GEMÜ delivery process and may only be used with express permission.

Folding boxes/ESD boxes

If GEMÜ provides the supplier with folding boxes/ESD boxes, the goods must only be delivered in these boxes. However, if individual materials are not suitable for delivery in folding boxes/ESD boxes due to their size or weight, the responsible contact person in the Purchasing department must be informed in good time.

The following specifications must be complied with for deliveries in folding boxes/ESD boxes:

- Maximum of 4 different items per box
- Assurance of batch purity
- Maximum weight 35 kg
- No filling above the top edge of the box

The boxes provided continue to belong to GEMÜ Gebrüder Müller Apparatebau GmbH & Co. KG and are provided to the supplier solely for delivery purposes.

Boxes

Suppliers who are not provided with GEMÜ folding boxes/ESD boxes for delivery may deliver in boxes whose dimensions are compatible with the dimensions of a folding box. The following external box dimensions must be noted:

- Max. dimensions 550 x 345 x 295 mm
- Half size 275 x 345 x 295 mm

- Quarter size 275 x 172 x 295 mm

No intermediate sizes between dimension 1 and dimension 2 may be delivered. Between dimension 2 and dimension 3, alternative compromise dimensions are possible upon consultation.

The maximum weight of the delivered goods in regular boxes should also maintain 35 kg.

Product packaging

If the GEMÜ order text requires individual, resealable product packaging with the corresponding GEMÜ labelling, the supplier is obliged to meet this requirement. If an article consists of multiple parts, it must be packed as a set.

Euro pallets

Only products that do not meet the requirements for folding boxes/ESD boxes or for boxes may be delivered on undamaged Euro pallets (automatic materials handling technology in the logistics centre) with a maximum height of < 1200 mm and a maximum weight of 1200 kg. (800 x 1200 mm with DB mark RAL RG 993)

6.7. Identification of individual packaging items

All packaging items must always be identified by a label. The label must contain at least the following information:

- GEMÜ item number (if possible with barcode type 39)
- GEMÜ order number (if possible with barcode type 39)
- Delivery note number (if possible with barcode type 39)
- Item designation
- Quantity per item
- Weight of each packaging item
- Batch number

If you have any questions regarding delivery, please consult your contact person in the Purchasing department or contact us using the telephone numbers listed under [Point 6.1](#).

7. Non-Disclosure Agreement

Trust is an essential element of successful collaboration with suppliers. However, for some projects and new product launches, a contractual Non-Disclosure Agreement is also required in order to ensure that no confidential information is passed on to third parties. Please read the Non-Disclosure Agreement carefully.

If you have queries regarding non-disclosure, please consult your contact person in the Purchasing department.

8. Code of Conduct

The Code of Conduct lists the company's values and directives. This allows GEMÜ to be sure that the management team, employees and suppliers all adhere to social and competitive commercial values and standards. Please read our Code of Conduct carefully.

9. Data Protection Agreement

The importance of data protection is continuing to grow. Accordingly, GEMÜ also undertakes to comply with and implement all directives relating to this subject. The precise directives can be found in our [Data Protection Statement](#).

Please send any queries relating to data protection to the following e-mail address:

datenschutz@gemue.de



10. Safety and Compliance Regulations

If work is performed in any of the GEMÜ factories, the personnel involved in this process must be informed of the operating regulations. It must also be ensured that they comply with these regulations. Please read the Safety and Compliance Regulations carefully. Please note that work may only be started at GEMÜ if the Safety and Compliance Regulations are signed and complied with.

If you have queries, please consult your contact person in the Purchasing department.

11. Supplier self-assessment

You will find the supplier self-assessment questionnaire attached. Please complete this carefully and truthfully and return it to your contact person in the Purchasing department.

12. REACH and RoHS

The attached REACH and RoHS document on page 24 and 25 serves as an example. The responsible contact person will approach you separately with a REACH and RoHS declaration document.

13. References

- [General Terms and Conditions of Purchase](#)
- [Quality Assurance Agreement](#)
- Tool Transfer Agreement
- [Non-Disclosure Agreement](#)
- [Code of Conduct](#)
- [Data Protection Agreement](#)
- Safety and Compliance Regulations
- [Supplier self-assessment](#)
- Goods class-specific documents
- [REACH and RoHS answer sheet](#)



14. Answer sheet

By signing the answer form, you confirm that you have read the Supplier Handbook and noted the requirements contained therein.

Head of Sales

Supplier

(Date/name)

REACH and RoHS answer sheet

GEMÜ Gebr. Müller Apparatebau GmbH & Co. KG

Contact person:

Tel.: 07940 / 123-

28.10.2020

E-mail: @gemue.de

Fax: 07940 / 123-

Supplier confirmation

With legally binding signature, the signatory – hereafter called the Supplier – accepts the following delivery conditions from GEMÜ Gebr. Müller Apparatebau GmbH & Co.KG and all subsidiaries listed in Appendix 1:

A) Confirmation of compliance with Regulation (EC) no. 1907/2006/EC (REACH)

- A1 The Supplier herewith confirms that all items which are delivered to the company **GEMÜ Gebr. Müller GmbH & Co. KG** and its subsidiaries have not exceeded the limit value of 0.1% of what has become known as SVHC (substances of very high concern) in accordance with Regulation (EC) no. 1907/2006/EC REACH (with the exception of the items listed in Point A2). As per the judgement of the European Court of Justice on 10th September 2015, the limit value applies to all partial products and not to the total weight of the product.
- A2 Items for which no conformity with the REACH regulation can be confirmed or whose ingredients must be indicated as substances on the candidate list (SVHC) are listed in the Appendix with a clear item designation, GEMÜ item no., CAS no. of the substance and concentration (please enclose list)
- A3 The Supplier undertakes to inform GEMÜ, without prior request, when items are being ordered from the Supplier for the first time for which compliance with the REACH regulation cannot be confirmed or when their ingredients must be indicated as substances on the candidate list (SVHC) (with clear item designation, GEMÜ item no., weight, concentration and CAS no. of the substance).
- A4 Pursuant to Article 33 of 1907/2006 (REACH), the Supplier undertakes to inform the Purchaser without prior request whether what has become known as SVHCs (substances of very high concern), according to the latest list published by the ECHA, are contained in the products that it sells to the Purchaser. In the process, the Supplier shall provide information on the name of the substance, the relevant CAS no., the concentration of the substance in the partial product, as well as the safe use of the product. The information should be sent to the following email address: compliance@gemue.de
- A5 Observance of the currently valid version of the REACH regulation is the duty and responsibility of the Supplier and does not require an additional request by GEMÜ.
- A6 For products which are subject to the communication of safety datasheets according to Art. 31 of the REACH regulation, the Supplier is to pass these on before the first delivery to GEMÜ. In the event of changes, the Supplier is obliged to transmit the updated version to GEMÜ without delay. This is to be done without separate prompting from GEMÜ.

B) RoHS CONFORMITY according to EU Directive 2011/65/EU

- B1 The Supplier herewith confirms that all items that are delivered to the company GEMÜ Gebr. Müller GmbH & Co. KG and its subsidiaries have RoHS conformity in accordance with EU Directive 2011/65/EU (with the exception of the items listed under Points B2 and B3), as well as conformity in accordance with RoHS Directive 2015/863 from 4th June 2015. Four additional substances were included in this Directive, meaning that a total of 10 substances are now regulated. A new ruling on exceptions was given in Directive (EU) 2017/2102 from the European Parliament and the Council on 15th November 2017
- B2 Items that contain the substances Pb, Cr VI, Cd, Hg, PBDE, PBB, DEHP, BBP, DBP or DIBP in quantities above the defined limit value but which are included in a ruling on exceptions are listed in the Appendix with a clear item designation, GEMÜ item no., concentration (in homogeneous material) and relevant exception ruling.
- B3 Items for which no RoHS conformity can be confirmed are listed in the Appendix with a clear item designation, GEMÜ item no., weight and concentration (in homogeneous material) (please enclose list)
- B4 The Supplier undertakes to inform GEMÜ, without prior request, when items are ordered from the Supplier for the first time for which RoHS conformity cannot be confirmed (with clear item designation, GEMÜ item no. and concentration (in homogeneous material)).
- B5 The Supplier undertakes to inform GEMÜ, without prior request, if changes, new features or renaming of the Directive may result in limitations or lack of confirmation of RoHS conformity.
- B6 The Supplier undertakes to provide proof of compliance with Directive 2011/65/EU that can be provided to the authorities if requested.



Company stamp/full
address

Name and position of the company's signatory

Place, date

Signature

Appendix 1 – Subsidiaries

GEMÜ GmbH

Seetalstraße 210

6032 Emmen

Switzerland

GEMÜ Indústria de Produtos

Plásticos e Metalúrgicos Ltda9b

Rua Marechal Hermes

83.065-000 São José dos Pinhais

Brazil

GEMÜ Valves (China) Co., Ltd.

No. 518, North Hengshahe Road, Minhang District

201108 Shanghai

PR China

INTERCARAT S.a.r.l.

1 Rue Jean Bugatti

CS 99308 Duppigheim

67129 Molsheim Cedex

France

GEMÜ Valves Inc.

3800 Camp Creek Parkway

Building 2600, Ste. 120

Atlanta, Georgia 30331

USA