

POP 7- 7.4

SUPPLIER GUIDE

REVISION HISTORY

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1. PURPOSE

The procedure defines vendor rights and obligations on Curtis/Balkan's orders and related delivery terms and conditions.

2. SCOPE

This procedure applies all vendors that working with Curtis/Balkan.

3. RESPONSIBILITIES

The Buyer is responsible to inform the vendors for their responsibilities and conditions when place an order.

4. RELATED DOCUMENTS

4.1 STANDARDS

ISO 9001 – current revision

ISO 14001 – current revision

4.2 HEAD OFFICE PROCEDURES IN REFERENCE

POP-00-01- SUPPLIER GUIDE

QOP-00-01- SUPPLIER QUALITY GUIDELINES

5. PROCEDURE FOR SUPPLIER GUIDE

5.1. TERMS & CONDITIONS

5.1.1 ACCEPTANCE TERMS: This purchase order together with any documents, drawings, specification, data instruction, terms and conditions submitted herewith or set forth hereon (hereinafter collectively referred to as “order”) constitutes Buyer’s offer to Seller to purchase the goods, materials and services (hereinafter “Good”) specified on the attached hereof. This offer when accepted constitutes the entire contact between the parties, and a terms or conditions (include price and delivery dates) proposed by Seller which are inconsistent with or modify this order shall be void and not effect unless and to the extent expressly accepted by Buyer in writing. Buyer shall only be bound by this order when Seller executes and returns to Buyer the acknowledgment copy of the order within five (5 days) working days after the receipt thereof. Seller shall be bound by the order when it executes and returns the acknowledgment or when it delivers to the Buyer any of the Goods ordered, or renders any of the services ordered herein.

5.1.2. INVOICING, PACKING AND SHIPPING: Separate invoices are required for each purchase order. All documents must include Buyer’s purchase order number, line number and release number and must be plainly marked on all invoices, bill of lading, packages and containers, shipping documents, and correspondence pertaining to this order. A separate itemized packing slip must accompany each shipment. **Seller shall be responsible for safe packing and packing and damages resulting from improper packaging will be charged to Seller.** No charge of any kind for boxing, packing, crating, cartage or storage shall be allowed unless specifically agreed to by the Buyer in writing. Seller shall comply with Buyer’s shipping and

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routing instructions appearing on the attached order. If Seller fails to so comply, any extra expense incurred is to be charge to and assumed by the Seller. Risk of loss or damage in transit (i.e. until delivery to Buyer) shall be upon the Seller unless otherwise provided herein.

5.1.3 DELIVERY: Time is of the essence of this order. If seller fails to make delivery or perform the service at the time agreed upon, or performs the work hereunder in such a fashion as endangers its ability to make timely delivery or to render timely performance of service, Buyer reserves the right, without liability, and in additional to its other rights and remedies, to cancel, purchase elsewhere, and hold Seller accountable for any additional costs of damages incurred by Buyer. Acceptance by Buyer of any delivery after delivery date or otherwise shall not constitute a waiver of Buyer's right to demand timely performance as to future deliveries or to recover damages for the later delivery or offset such against the purchase price. Seller shall promptly notify buyer in writing of any delay, threatened or actual, but such notice shall not affect any rights of Buyer hereunder, and Buyer may require that Seller ship express and/or via premium routing to avoid or minimize delay to the maximum extent possible, with the added cost to be borne by Seller. Buyer also reserves the right to reject deliveries made in advance of the scheduled delivery date appearing on the face hereof and to return said delivery at Seller's expense, or Buyer may accept such advance delivery and withhold payment therefore until the time payment would have been due had the delivery arrived at the scheduled time.

5.1.4 INSPECTION: All goods ordered here under may be inspected at all times and places and at stage of production by the Buyer and, if this order is placed under a Government contract, by the Government, Buyer or its customers may conduct a final inspection within a reasonable time after the arrival of the Goods, and Buyer's acceptance of such Goods in subject to said final inspection. Such inspection may be by representative sampling. If upon inspection, any of the Goods shall be found to be defective in material or workmanship, or not in conformity with the requirements of this order, Buyer may, in addition to its other rights: (a) require prompt correction or replacement thereof at Seller's expense, including transportation charges; (b) rework, or have reworked any such goods at Seller's expense for the purpose of conforming the goods to contractual requirements; (c) reject any such goods and require the Seller to immediately remove them (Buyer to be repaid or credited the full invoice price therefore plus transportation charges) and (d) cancel the contract with respect of goods, not yet delivered. Buyer's inspection of and/or payment shall not be deemed a waiver of any Buyer's rights hereunder. Risk or loss as to Goods rejected hereunder by Buyer shall be on Seller.

5.1.5 PRICE: Seller represents that prices quoted to or paid by Buyer shall not exceed current prices charged to any other customer of seller for items which are the same or substantially similar to the Goods ordered hereunder, taking into account the quantity under consideration, and Seller will forthwith refund any amounts paid by the Buyer in excess of such price. Buyer will receive the benefit of any reduction in the price of Goods order hereunder that is made between the date of placement of this order of this order and the date of acceptance of the goods by the Buyer. Seller prices shall comply with all applicable government regulations in effect at the time of quotation, sale or delivery.

5.1.6 CHANGES: Buyer shall have the right at any time by written notice to make changes in drawings, specification, designs, delivery schedules, quantities, place of delivery, and packing and shipping instructions. Upon receipt of any such notice, Seller shall proceed promptly to make the changes in accordance with the terms of the notice. If any such change causes an increase or

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decrease in the cost of the Goods or in the time required for performance, Seller must notify Buyer in writing within five (5 days) of the change order, and Buyer and Seller shall in good faith attempt to negotiate an equitable adjustment in price and/or delivery schedule, and shall modify this contact accordingly. Failure of Seller to notify the Buyer within the said five day period shall constitute Seller's consent to perform the change without increase in price or change in delivery schedule.

5.1.7 WARRANTY: In addition to Seller's standard warrant and all warranties implied by law, Seller warrants that all goods delivered hereunder shall strictly conform to applicable specifications, drawings, descriptions and samples, and will be of marketable quality of good workmanship and material, fit for the use intended and free from defects (including latent defect and defects in design when design is Seller's responsibility), claims encumbrances or liens. Seller's warranties, together with all warranties implied by law, shall run to Buyer and its customers or users of the goods ordered hereunder. Seller agrees that Buyer's warranty rights shall survive and shall not be affected by Buyer's inspection, approval, acceptance, use of or payment for all or any part of said goods, or by Seller's delivery of all or any part of said goods.

5.1.8 INDEMNIFICATION: Seller agrees to indemnify Buyer and its customers and hold them harmless from and against liability, losses and expenses, including court costs and reasonable attorney's fees, arising out of or related to any claims, demand, legal action or judgment based upon or arising out of (a) any defects in the Goods order hereunder (including latent defects and defects in design) (b) Seller's breach of any express or implied warranty; (c) Seller's breach of any other term or condition of the contact; (d) Seller's violation of any applicable local, state or Federal statute, regulation or directive. This indemnification by Seller shall also cover any goods, materials or services supplied by Seller's subcontractors.

5.1.9 PATENTS, COPYRIGHTS AND TRADEMARKS: Seller warrants that the sale, use or incorporation into manufactured products of the Goods furnished hereunder shall not infringe or contribute to the infringement of any valid patent, copyright or trademark. Seller agrees to protect, save harmless, and indemnify Buyer and its customers from and against all liability, losses, and expenses, including Court costs and attorney's fees, arising out of or related to any claims, demands, legal actions or proceedings for actual or alleged infringement of or interference with any patent, copyright, trademark or other right concerning the Goods furnished hereunder, which claims, demands, legal action or proceedings Seller agrees to defend. The fact that Buyer furnishes specifications to Seller with respect to any such Goods shall neither relieve the Seller from its obligations hereunder not limit the Seller's liability therefor.

5.1.10 DEFAULT: In the event Seller shall fail to comply with any of its obligations under this purchase order, Buyer may terminate this order in full or in part by written notice to Seller, and may consider such non-compliance as a breach of contract. Further, Buyer may terminate for Seller's default if any proceedings in bankruptcy, voluntary or involuntary, are commenced by or against the Seller, or if any receiver is appointed with or without Seller's consent, or if Seller makes any assignment for the benefit of creditors, or if Seller commits any other act of bankruptcy or becomes insolvent or unable to meet its debts as they mature or cause to conduct its operations in the normal course of business. If this contract is terminated for default, Buyer, in addition to all other rights afforded by law for Seller's breach of contract, shall have the right to charge the Seller the amount by which the cost of fabricating or procuring the canceled Goods from another source exceed the prices specified herein, and Buyer may set off any such charge against any

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amounts which may become payable to Seller under the contract or otherwise. Upon such termination Seller will deliver to Buyer any of the Goods, parts or materials for which Buyer shall make written request at or after termination and Buyer will pay Seller the fair value of any such property so requested and delivered.

5.1.11 TERMINATION: Without affecting its right to terminate this order under the paragraph title “DEFAULT” above, Buyer may, for its convenience, terminate work under this purchase order in whole or in part at any time by written notice to Seller. In the event of such convenience termination, Seller agrees to accept as its sole remedy for termination the cost of all work performed prior to the date of termination, and reasonable costs incurred by Seller in terminating the work, less any amount recoverable as useable inventory or scrap value; provided, however, that Buyer shall have no liability whatsoever for Goods which are the Seller’s standard stock, and Seller agrees to waive all claims for damages and anticipated profits arising out of Seller’s unused or idle facilities.

5.1.12 BUYER’S PROPERTY: Unless otherwise agreed in writing, all property used by Seller in connection with this order which is owned, furnished, charged to or paid for by the Buyer, including but not limited to materials, tools, dies, jigs, molds, patterns, fixtures, and equipment, and any replacement thereof, shall be and remain the property of Buyer, and may be inspected at and removed from Seller’s premises at any time without cost or expense to Buyer and Buyer shall have free access to Seller’s premises for the purpose of inspection or removing such property. All such property shall be identified and marked as Buyer’s property, used only for this order and adequately insured by Seller at its expense for Buyer’s protection in an amount equal to the replacement cost thereof, with loss payable to Buyer. Seller shall assume all liability for and maintain and repair such property and return the same to Buyer in its original condition, reasonable wear and tear expected, and when such property is no longer required hereunder, Seller shall furnish Buyer with a list thereof and shall comply with any Buyer disposition instructions applicable thereto.

5.1.13 TITLE TO DRAWINGS AND SPECIFICATIONS: Buyer shall at all times have title to all drawings and specifications furnished by Buyer to Seller and intended for use in connection with this order. Seller shall hold such drawings and specifications in confidence and shall use some only in connection with the order and shall not disclose such drawings or specifications or any information regarding this order to any person, firm or corporation other than Buyer’s or Seller’s employees, subcontractors or Government inspectors. Seller shall upon Buyer’s request or upon completion of the order, promptly return all drawings, specifications and documents supplied by Buyer. Seller shall impose and enforce the restrictions contained in this paragraph upon its employees, subcontractors and suppliers.

5.1.14 COMPLIANCE WITH LAW: Seller warrants that in the performance of this contract it will comply with all applicable local laws, executive orders, regulations, ordinances, proclamations, demands and requisitions. Without limiting the generality of the foregoing, Seller warrants and represents (and will expressly warrant and represent on each invoice) that all Goods specified on this order will be manufacturer and furnished by Seller in accordance with all applicable standards, provisions and stipulations of the FAIR LABOR STANDARDS ACT OF 1938 (52 STAT 1060, 29 U.S.C.201) Seller will indemnify and save Buyer harmless from or against any and all losses, penalties, claims and expenses (including court costs and reasonable attorney’s fees) resulting from Seller’s noncompliance of this paragraph.

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5.1.15 SET OFF: Buyer shall be entitled at all times to set off any amount owing at any time from Seller to Buyer against any amount payable to Seller by Buyer under this order or at any other time.

5.1.16 ASSIGNMENT AND SUBCONTRACT: Neither this order nor any of the sums due or to become due hereunder or any of the work to be performed hereunder may be assigned by Seller, nor may Seller subcontract for completed or substantially completed goods that are to be furnished hereunder or major components thereof with Buyer's prior written consent. The terms and conditions of this order shall bind any permitted successors and assigns. Any consent by Buyer to assignment shall not be deemed to waive Buyer's right to set off of Buyer's claim arising out of this or any other truncations with Seller, or to settle or adjust matters with Seller without notice to permitted successions and assigns.

5.1.17 REMEDIES-WAIVER: The rights and remedies provided Buyer herein shall be cumulative, and in addition to any other rights and remedies provided by law or equity. Buyer's waiver of Seller's breach of any term or condition of this order shall not constitute a waiver of any other breach by Seller, either of the same term or condition, or of any other term or condition hereof. Failure or delay of Buyer to insist upon strict performance of any of the terms or conditions hereof, or to exercise any rights or remedies provided herein or by law, or to properly notify Seller in the event of breach, or Buyer's acceptance of or payment for any goods hereunder or approval of any design, shall not release Seller from any of the warranties or obligations of this order and shall not be deemed to waiver of any right of Buyer to insist upon strict performance thereof, or of any rights or remedies of Buyer as to any such Goods.

5.1.18 EFFECT OF INVALIDITY: The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.

5.1.19 NOTICE OF LABOR DISPUTE: Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller shall immediately give Buyer notice thereof, including all relevant information with respect thereto.

5.1.20 AUDIT: Seller shall maintain up-to-date records pertaining to the cost of performing this order, in such detail as will accurately reflect all net costs, direct or indirect, of labor, materials, equipment, supplies and services for which payment is to be made hereunder. Such records shall be subject to audit by Buyer if this order is on a cost-plus-fixed-fee basis, or whenever, in the opinion of the Buyer, such records are relevant.

5.1.21 APPLICABLE LAW: This order shall be deemed to have been entered into and shall be construed and interpreted in accordance with the laws of the State of New York.

5.2 INVOICING

5.2.1 Electronic and/or consolidated invoicing is encourage. Otherwise mail all original invoices to:
CURTIS/BALKAN LTD.
156, Tzar Bosis IIIrd Blvd.
1618 Sofia
Bulgaria

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5.3.2. Terms of payments begin from date of receipt of materials or invoice date, whichever is later.

5.3. SUPPLIER COMPLIANCE

5.3.1 SCHEDULED ORDERS

Scheduled orders are purchase orders with pre-determined schedule delivery dates as agreed upon between the Seller and Buyer. Listed below are the ground rules on how to process a schedule order.

- Buyer places a schedule purchase order onto Seller indicating quantities and specific delivery dates on which the goods must be received on Curtis/Balkans' dock. In some cases there may be multiple delivery dates listed on the purchase order.
- Failure to deliver parts by the date indicated on the schedule order may result in penalties; refer to the Terms and Conditions 5.1.3 DELIVERY for what those penalties may be.

5.3.2 BLANKET PURCHASE ORDERS

Blanket orders, also known as "Pull Orders" are purchase orders that do not have predetermined schedule delivery dates but have what is known as "releases" as defined below. Listed below are the ground rules on how to process a blanket order and the liabilities associated with them.

- Buyer will place a Blanket order generally not exceeding a 6 month forecast provided separately to the Seller.
- Blanket orders are generally valid for 24 months from the original date ordered unless Buyer and Seller agree upon a subsequent date.
- Seller agrees to maintain 3 months for standard parts and 1 month for Curtis Instruments Inc. custom parts worth of forecast quantity as "bonded" or available stock on hand at all times.
- Release quantities (or "pulls") will be established between the Buyer and Seller at the time the blanket order is created.
- Releases are flexible and will be made based upon manufacturing needs, established multiples and frequencies depending on the value of the commodity.
- Seller will notify the Buyer when the remaining quantity on order approaches the desired 3 month for standard parts and 1 month for Curtis Instruments Inc. custom parts bonded quantity. If the 3 month for standard or 1 month for custom parts bond drops below the established amount without notice from the Seller to Curtis/Balkan and ultimately to zero stock causing a break in production in Curtis/Balkan, the result will be the Seller accepting the responsibility to pay for any and all expediting fees including freight to restore supply of the item to that site. This includes any premium manufacturing or freight charges incurred by Curtis/Balkan to meet our customers required dock date.
- If agreed upon between Buyer and Seller blanket orders may be increased at any time which extends the life of the blanket order accordingly.
- Seller is required to submit to the Buyer on a quarterly basis report of bond status.

5.3.3 INVENTORY LIABILITY (FABRICATED PARTS or OTHERWISE)

If a purchase order (either a blanket or scheduled) needs to be canceled or rescheduled out by the Buyer, Curtis/Balkan liability will be limited to 3 months or less of forecasted demand for standard and 1 month or less of forecasted demand for Curtis Instruments Inc. custom parts of the Seller's finished inventory including any quantities in transit to Curtis/Balkan.

Any finished inventory manufactured or stocked by the Seller over and above the 3 month forecasted amount for the standard parts and 1 month forecasted amount for the Curtis Instruments custom parts (or next release if on a blanket) will solely be the liability of the Seller unless

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otherwise approved by the Buyer for use. This liability limitation does not apply to items that are agreed to be NCNR.

5.3.4 NCNR PARTS (Non Cancelable Non Returnable)

- These parts are to be handled strictly on a case basis.
- Liability on NCNR parts is limited to the purchase order remaining quantity.
- NCNR's require an authorized signature from Curtis/Balkan acknowledging the NCNR status.
- At the Buyer's request, the Seller will make every attempt to liquidate the remaining quantity to the open market should said parts no longer be required by the Buyer.
- Seller shall provide a list to the Buyer, on a quarterly basis, NCNR purchase orders with remaining quantities.

5.4 CURTIS BALKAN, LTD. PURCHASER RIGHTS

5.4.1 Purchase Orders are not valid unless signed by the buyer and/or countersigned by the Purchasing Management of Curtis/Balkan Ltd. or Curtis Instruments, Inc Purchasing Management.

5.4.2 Unless written authorization is given by the Buyer, Curtis/Balkan Ltd. may refuse or return shipment at supplier's expense and without prior supplier's return authorization when:

- Shipments are received before the "tolerance window". "Tolerance window" for receipt of materials is defined as 3 working days prior to dock date, zero days late.
- Goods received after the "tolerance window" are also subject to charge back to the Supplier for freight and administrative cost of EUR100.00 over and above the value of the goods and may returned at the Sellers expense.
- Shipment in excess of quantities ordered.
- Goods not to specification requested or which are not specified in the purchase order.
- Goods not meeting the specifications or quality standards will be returned at Seller's expense, including transportation both ways.

5.4.3 Curtis/Balkan reserves the right to cancel all or any part of this order which has not actually been shipped by the supplier in the event the Curtis/Balkan's business is interrupted because of strikes, labor disturbances, lockouts, riot, fire, acts of God, or any other cause, whether like or unlike the foregoing, if beyond the reasonable efforts of the purchaser to control.

5.4.4 Curtis/Balkan reserve the right to cancel this order or reject any shipments made in violation of instructions of this order. Any losses incurred, as a result of deviation from these instructions will be charged to the supplier's account.

5.4.5 Curtis/Balkan reserve the right to charge back costs associated to production line interruptions that are a direct result of supplier's failure to execute the Purchase Order including, but not limited to:

- Late delivery
- Non-Conforming
- Recalls by Supplier



5.4.6 Acceptance of this Supplier Guide or shipment of any part against PO's dated after 19/04/2010 constitutes an agreement to all stipulations and immediately applies to all orders in Sellers' possession.

5.5 QUALITY ASSURANCE

5.5.1 The term quality incorporates all processes including paperwork accuracy (i.e. bar-code labels, correct part numbers, and quantities shipped, etc.) the use of the appropriate shipping containers, and compliance with Curtis Instruments, Inc. drawings and/or specifications. In addition criteria defined on the enclosed "SUPPLIER QUALITY GUIDELINES" (current REV), QOP-00-01 should be considered part of these instructions.

5.6 MATERIAL HANDLING SPECIFICATIONS

5.6.1 **PACKING AND SHIPPING:** Each carton, shipping container (in the case of master packing), should be marked as follows:

- Purchase Order Number and Line Item Number and/or Release Number
- Curtis Part Number
- Number of Cartons (1 of 5, 2 of 5, etc.)
- Quantity per part per carton
- Tracking Number
- Ship to address label
- Certificate of compliance

5.6.2 Place one copy of the packing slip in a pouch on the outside of carton number one, and a second copy of the packing slip marked "duplicate" inside of carton number one.

5.6.3 Domestic shipments scheduled for the same week and consigned to the same Curtis/Balkan facility must be combined on one Bill of Lading to determine the proper freight and selection of preferred carrier. Only one shipment per week will be accepted at Curtis/Balkan' expense unless an authorization number has been granted by Curtis/Balkan. Sellers under the Curtis Instruments auto Replenishment program are exempt. All additional and unapproved logistics expenses incurred will be charged back to the Supplier.

International shipments scheduled for the same month and consigned to Curtis/Balkan must be combined on one Bill of Lading to determine the proper freight and selection of preferred carrier. Only one shipment per month will be accepted at Curtis/Balkans' expense unless authorized by Curtis/Balkan. Sellers under the Curtis Instruments auto Replenishment program are exempt. All additional and unapproved logistics expenses incurred will be charged back to the supplier.

5.6.4 If the full Quantity of the Purchase Order Line or Release is not completely shipped, all freight charges on subsequent shipments of that Line Item are at the Supplier's expense.

5.6.5 Freight is to be shipped collect against Curtis/Balkans' account appropriate for the selected carrier unless otherwise authorized. See section 5.8.

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- 5.6.6** Freight charges will be charged back to the Seller when goods are received outside of the “tolerance window” (as defined under 5.4.2), if the wrong carrier was selected, or when multiple shipments made within the same week were not combined on the same waybill. Late shipments should be shipped via air or other expedited service at the Seller’s expense.
- 5.6.7** Any extraordinary costs incurred by Curtis/Balkan due to non-compliance with this Supplier Guide including improper carrier or service selection will be subject to a charge back to the Seller plus a processing charge of EUR 100.00 to offset the administrative cost over and above the value of the goods.
- 5.6.8** Insurance should not be declared on the shipping documents for those shipments where Curtis/Balkan Ltd. is responsible for the freight charges.
- 5.6.9** Single cartons shall not exceed 50 LB /22 kg/ unless approved by the Curtis/Balkan Logistics Department.
- 5.6.10** Special Note - Any shipments at the supplier’s expense may be routed by their preferred carriers, but must still arrive within our tolerance window defined by the purchase order line or release due date.

5.7. PURCHASE ORDER DEVIATION

- 5.7.1** In addition to the above instructions, deviations from our purchase order, as listed below, will result in increasing the Supplier Cost Index. The supplier cost index is a monetary calculation that will be used by Purchasing to weigh a supplier’s performance for future business opportunities.
- Carton number one does not contain the requested packing slips.
 - PO number, PO line number, PO release number is missing, or is incorrect or incomplete on the carton.
 - Merchandise is received outside the “tolerance window.”
 - Incorrect material is received.
 - Separate purchase orders were not packed in separate cartons. (Exceptions would be when master packing is utilized).
 - Cartons are not marked with in accordance with paragraph 5.6.1
 - Over shipped material received was not ordered.
 - Substitute material received was not approved.
 - Material not shipped in accordance with Curtis/Balakan’s Routing Guide instructions with respect to carrier selection.
 - Certificate of Compliance not provided when required.
 - Bill of Lading not showing PO numbers and proper freight classification.



ROUTING GUIDE

5.8 ROUTING GUIDE INSTRUCTIONS

5.8.1 The following shipping information contains instructions for shipments destined for Curtis/Balkan Ltd.

Ship to address:

Curtis/Balkan Ltd.

156, Tzar Boris IIIrd Blvd.

1618 Sofa

Bulgaria

Tel. 00359 2 9559 893

Fax. 00359 3 9559 477

5.8.1.1 Please allow enough transit time for goods to arrive by the due date specified on our Purchase Orders. For class verification please contact the responsible buyer.

5.8.1.2 Please ship according to the shipping instructions on the Purchase order and contact the responsible Buyer for instructions on the Forwarder that should be used.

5.8.1.3 If the terms of delivery involve shipments to be on Sellers' account, or if certain circumstances impose such terms, then Seller could choose his preferred forwarder.