



# *Investment support for German Mittelstand Enterprises*



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# Economic Update

## German chancellor Olaf Scholz visits India

German chancellor Olaf Scholz' visit was anticipated in the weeks prior to his visit on with unmatched excitement. Scholz, who was accompanied by a large business delegation including CEOs of major companies such as Siemens and SAP – a strong indicator for India's steadily growing importance – met Indian Prime Minister Narendra Modi in Delhi at the end of February.



Source: [Deutsche Welle](#)

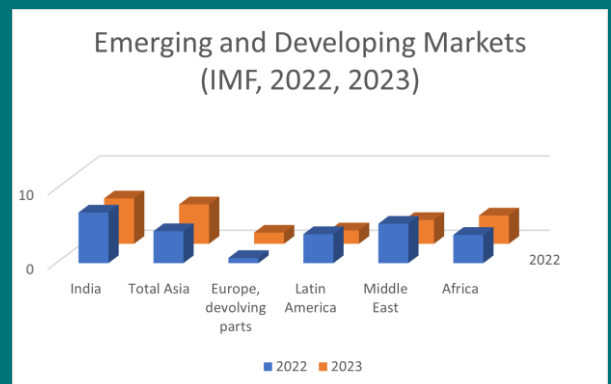
Albeit being Olaf Scholz' first visit to India, the German chancellor has already met Indian Prime Minister Modi multiple times before and has now travelled to India to 'deepen the ties' between and to expand economic and strategic cooperation with India, a country that has only recently become the fifth largest economy in the world. During his three-day-visit, Scholz hailed India's potential on multiple occasions and stressed that the country is a high-tech-nation with, amongst others, major competencies regarding digitalization and software development. He also highlighted that the world in general and Germany in particular can profit from these competencies.

The two leaders further discussed topics such as climate change and the opportunities of green hydrogen in this respect, migration of skilled labourers from India to Germany as well as – and perhaps most importantly – the much-anticipated India-EU free trade deal and an investment protection agreement. The European Union and India resumed their negotiations on a free trade agreement in summer 2022 and both Scholz as well as Modi have shown a great deal of commitment to the cause since. Indeed, Olaf Scholz even stressed the importance of the topic and vowed to "get personally involved", a strong indicator for a successful implementation of the planned agreements.

All in all, Olaf Scholz' visit to India and the talks with Indian Prime Minister Narendra Modi shed an optimistic light on the bilateral ties between the two countries, both of which are strongly rooted in democratic values, as Scholz highlighted. The visit enabled both sides to take stock and progress on the key outcomes of the 6th IGC (Inter-Governmental Consultation), strengthen security and defense cooperation, work towards closer economic ties, enhance the opportunity for mobility of talent and give strategic guidance to ongoing collaboration in science and technology.

## India is pulling the world's economic growth

The most recent data published by the IMF shows that India remains the fastest growing major economy in the world. In 2022 it only got topped by Saudi Arabia which profited from an oil sector boost. From 2023 onwards, India will be back to No.1.



Source: IMF, World Economic Outlook Update, January 2023



The IMF data especially reveals that India's growth continues to outperform China's economy which scored a 3% growth in 2022. The Corona pandemic and recent massive political tensions have rushed investors and traders to search for new sourcing and manufacturing hubs. Quickly they have identified India as a key country in their strive for diversification. It is especially the stable political environment which gains their trust.

The increasing importance of India gets reflected by the relaunch of negotiations between the EU and India on three fundamental agreements in July 2022: the EU-India Free Trade Agreement, the Investment Protection Agreement and the Geographical Indications Agreement. Especially the first two will be a breakthrough for trade with and investment into India. The FTA will lower tariff rates and address non-tariff and behind the border barriers, quality standards and related benchmarks. India's Minister of External Affairs, Mr S. Jaishankar expects it to be a "game changer" and adds that India is looking forward to conclude the negotiation process within a short timeline. Siding the FTA, the Investment Protection Agreement is aimed to provide investors a predictable and secure investment environment. Especially in Europe, the hopes are that all three agreements will be signed jointly.

*Tillmann Ruppert, Partner, Rödl & Partner*  
*Maja Yadu, Project Coordinator MIIM, Rödl & Partner*



## *Managerial Designations: Insight on Lawful Usage*

Why to make a fuss about a designation? What harm could it bring? If these are the questions that are coming into your mind, then be assured that if you are using designation such as Managing Director/ Chief Executive Officer/ Chief Finance Officer/ Whole time Director or any of your employee is using the same, on the visiting cards/ email signatures/ letter heads, etc. without making necessary filings with the Registrar of Companies OR if you are contemplating to appoint any of the aforesaid officer, then this Article is for you!

### **An Introduction:**

The Indian Corporate law acknowledges and is based upon inter alia, the legal principle of “Separate Legal Entity” according to which the Indian limited company is considered as a separate entity than its shareholders. However, this separate legal entity cannot work on its own or take its own decisions. It needs a group of people that take managerial decisions and are accountable to the stakeholders. This supreme executive authority controlling the management and affairs of a company vests in the team of directors of the company, collectively known as its Board of Directors (“the Board”). However, a director cannot act on his own just because he is a director of the company. The Board by way of passing a board resolution delegates certain authorities to a director or a group of directors or to any other senior level personnel also known as Key Managerial Personnel (“KMP”), with or without authorisation to sub-delegation. Such directors and KMPs are bound to act within the parameters of such delegated authority.

The directors and KMPs are known by many names in the industry. It is customary to assign a congruent designation to a director and KMP depending on the role, responsibilities and duties assigned to him. For example, Managing Director (“MD”), Whole Time Director (“WTD”), Chief Executive Officer (“CEO”), Chief Finance Officer (“CFO”), Whole Time Company Secretary (“WCS”), etc.

It is pertinent to note here that all of above stated designations for the directors and KMPs are defined designations under the Indian Companies Act, 2013 (“the Act”) including the word “KMP” itself.

The intent of law by way of defining these designations separately under the Act is to ascertain the legal liability and to define their roles on account of them being the visionary and executive authority carrying out the policies and functions of the company.

It is not compulsory for every company to appoint a KMP. There are certain statutorily defined thresholds that mandate such appointment. Also, the set conditions, procedures and protocols are provided under the law pertaining to appointment of aforesaid, hence in certain cases just granting the designation would not be enough, rather certain procedural and filing formalities are also supposed to be fulfilled by the management.

In the eye of law, any missing step with respect to appointment protocol can be considered as non-compliance and penal provisions may attract.

The designations also showcase the position of a director/ KMP in the organisational hierarchy to the outer world. Hence, it is also possible that a designation incongruent to the role of the person increases the weight of his accountability under the law than real intention of the management or the person himself especially in case he has a limited role in the company.



### An Illustration:

We try to understand this aspect by way of an example and let us evaluate usage of designation “Managing Director” –

- “Managing Director” (“MD”) is a defined term as per the law. To become an MD, a person first has to be admitted to the Board as a Director. Also, as per the Act, the MD is a director who has been entrusted with substantial powers of management of the affairs of the Company. These powers are also of more serious and superior nature and not limited to the power to carry out administrative acts of routine nature.
- Also, an MD is considered as a KMP and officer of the company and in case of non-compliance, can be considered as an “officer in default”.
- Also, appointing an MD is not an automated process rather there are formal steps defined under the Act which a company needs to adhere to while designating a director as an MD.
- Since, “Managing Director” is a defined term, the designation of “Director” and “Managing Director” must not be used interchangeably.
- A Managing Director cannot be equated with an ordinary director.

In nutshell, “Managing Director” is a Director but not every Director is a “Managing Director”.

Hence, following instances shall be considered as default cases with respect to the MD appointment –

- Designating an employee who is not a director as an MD.
- Designating a director as an MD, who is not involved in day-to-day affairs of the company
- Designating a director who is involved in day-to-day affairs of the company but does not hold substantial power of the management.
- Using designation MD without following statutory procedure for appointment.
- Have a term of an MD fixed for more than 5 years at a time.

### Reality check:

Contrary to the law, it has been observed in practice that in several Indian subsidiaries of foreign companies, the ordinary directors/ KMPs freely use the aforesaid designations and call themselves “Managing Director” or “CEO” or “CFO” in the official correspondences/ visiting cards/ websites, etc. without actually undertaking any formal appointment as such.

It is also being noted that in a subsidiary of a foreign company, many times foreign directors (nominated by the parent companies) play their roles in background and are not really involved in the day-to-day working of the Indian company. In such cases, it is strictly not recommended to give such a designation, say, of Managing Director, for the reasons explained above.



### Recommendation:

Therefore, it becomes very important that the management uses and grants these designations prudently, especially those that are defined under the law. What may appear as a “pure translation” of a foreign title may in India actually have a specific legal meaning.

It is also prudent to check with the Company’s consultant whether it is mandatory for the company to have a KMP at all. If yes, then which kind of KMP and if not, then to determine if the company would still like to appoint a person as a KMP or not.

Each situation must be separately evaluated so that a suitable and appropriate designation is assigned to the person that commensurate with this true role in the organisation.

It is paramount that the designation must commensurate with the roles and duties assigned to a person and he also must be made aware of the statutory liability and responsibility attached to each designation under the law for the sake of transparency and alignment of expectation of both, the management and the person. Clarity avoids unexpected legal risks and provides a solid basis for questions or disputes.

Hence, it is a high time to introspect and ensure that all the designations commensurate with the roles and responsibilities of the officer, Employment Agreement covers appropriate job description that fits the designation, all compliances are in place otherwise corrective steps should be taken by the management.

*Neha Sharma, Associate Partner, Rödl & Partner*



## *Removal, termination and resignation of a Managing Director*

*The departure of a managing director in the Indian subsidiary can be complex and time-consuming. Both employment law and corporate law aspects must be taken into account.*

The management of an Indian private limited company (Pvt. Ltd.) is the exclusive responsibility of the so-called Board of Directors. The Board of Directors consists of all directors and is the collective management body of the company, i.e. in principle all management decisions are taken jointly by all directors. However, an individual director may be entrusted with certain rights and duties or a managing director may be appointed by management resolution. A company is only required by law to appoint a Managing Director if it is a publicly traded company or a company with more than 100 million Indian rupees as share capital. The Managing Director is elected from among the Board of Directors and is entrusted with substantial managerial powers in the affairs of the company and usually manages the day-to-day operations of the company. He has a dual role on the one hand as an employee of the Company and on the other hand as part of the management body. Due to this dual role, both labor law regulations, internal regulations and company law regulations must be taken into account when the Managing Director leaves the Company, such as:

- Companies Act, 2013
- Employment contract
- Management resolution for the appointment as Managing Director
- Statutes of the company
- HR Guidelines/HR Policies and Guidelines of the Indian Company
- Other labor laws such as Payment of Gratuity Act, 1972.

### **Resignation of the Managing Director**

The case of the resignation of a managing director is relatively uncomplicated, as the risk of litigation is relatively low. Furthermore, the documentation effort is low.

### **Termination of employment:**

The Managing Director is free to terminate his employment relationship by submitting his notice of termination in compliance with the notice period stipulated in the employment contract. The Company is free to release the Managing Director until the expiry of the notice period with continued payment of the salary. After the expiry of the notice period, the Company and the Managing Director must complete certain settlement formalities, such as payment of any vacation entitlements, statutory severance payment claims, bonus payments, etc. The Managing Director may be released from his employment until the expiry of the notice period.

### **Resignation as Managing Director:**

The Companies Act, 2013 states that a director may resign from office by giving written notice to the Board of Directors of the Company. The Board of Directors shall take formal cognizance of such notice on receipt thereof. The notice of resignation must be filed with the relevant Registrar of Companies within 30 days.



### **Amicable Separation:**

An amicable separation has the advantage that the departing managing director can be bound to various obligations under the law of obligations. The amicable separation is an elegant solution to minimize the risk of litigation. For this purpose, a formal termination agreement must be concluded between the Managing Director and the company.

### **Termination of the employment relationship:**

In order to amicably terminate the employment relationship between the Company and the Managing Director, the parties must sign a termination agreement. The termination formalities are clarified directly in this agreement. The termination agreement should therefore contain provisions on confidentiality, non-competition clause, handover procedure, etc., in addition to statutory severance payment claims, payment of vacation entitlements and bonus payments.

Under the law of obligations, the resignation as Managing Director should also be regulated in the termination agreement and thus made an essential part of the agreement.

### **Resignation as Director under a termination agreement:**

In the event of a mutually agreed separation, the Managing Director agrees in the termination agreement to resign from his office as Managing Director. The same procedure applies as in the case of resignation.

### **Termination and Dismissal:**

If the employment relationship is terminated and the director is dismissed, the risk of litigation is relatively high. For this reason, this process should be prepared intensively and cleanly. The documentation effort is high and should not be underestimated.

### **Termination of the employment relationship:**

The Company may terminate the employment relationship with the Managing Director subject to the notice period stipulated in the employment contract and if there is a reason for termination. Depending on the reason for termination, the Managing Director must be heard and/or warned beforehand. Depending on the structure of the employment relationship, termination without cause may also be possible. However, it is advisable to have sufficient documentation of grounds for termination in the event of escalation in court.

### **Dismissal as Managing Director:**

Unless the Articles of Association of the Indian Pvt. Ltd. have specified a manner of removal of directors, the provisions of the Companies Act, 2013 must be complied with. The Companies Act, 2013 empowers the shareholders of the Indian company to remove a director by a shareholders' resolution passed at an extraordinary general meeting. This is a very formalistic process which is also relatively time consuming. Furthermore, the managing director to be dismissed is heard at the shareholders' meeting.





### Important Aspects in the Follow-Up:

The workload after the formal departure of the Managing Director should not be underestimated. It should be checked whether a new Resident Director has to be appointed, i.e. a person who is "Resident of India". "Resident of India" from a tax point of view is the person who has resided in India for 182 days or more within the last financial year. To ensure that the Indian private limited company does not violate the Companies Act, 2013, it is best to appoint a new resident director before or at the latest when the managing director leaves the company.

In addition, the effort for the handover of the current business should not be underestimated. Important aspects include changes in bank authorization, changes in contact details with various legal and tax authorities, as well as the substantive handover of current processes and tasks.

### Conclusion:

The departure of a managing director should be neatly planned and documented. This not only helps to keep the risk of legal disputes to a minimum, but also to avoid disrupting the company's day-to-day business too much. In many cases, this is best settled via a termination agreement, but dismissal and termination are also possible if an amicable settlement is not in sight.

*Dharm Veer Singh Krishnawat, Partner, Rödl & Partner*  
*Ursula Hoffmann-Mukherjee, Senior Associate, Rödl & Partner*



## *India: Employment Contracts for Expats*

During the establishment or expansion of an Indian subsidiary, employees from the foreign parent company are often deployed to India. Employees from the parent company are already familiar with existing group structures and group values and know how departments within the group work best with each other. In addition, many employees see a foreign assignment as an opportunity in their career, as this is often accompanied by increased demands and areas of responsibility. Previous international experience will determine how much support the employee will require on site. Therefore, in addition to tax law and legal aspects, individual contract components should also be agreed in employment contracts for expats. This article is intended to provide an overview of the usual contract components in employment contracts for German expats in India.

### **Structuring of the assignment abroad**

Before the contract is drawn up, the foreign assignment is generally structured. In order to implement a foreign assignment successfully, it is important to structure it carefully from the onset. From a German point of view, a basic distinction is made between short-term assignments (up to six months) and longer assignments (over six months). A short deployment time is usually referred to as a secondment or business trip and a longer deployment as transfer of employment. Each of these terms is based on a different process.

In the case of secondment, the employer remains in Germany and the employee is deployed to India for a limited period of time via a secondment agreement, but can change his economic employer to India (depending on the individual case). In the case of a transfer of employment, on the other hand, both the legal and the economic employer change abroad. The German employment contract is either suspended or terminated. Accordingly, either secondment contracts, local employment contracts and/or suspension agreements must be made with the expat.

### **General contract components**

General contract components based on the structuring of the assignment abroad must be created. These include, among other things, the duration of the contract, areas of responsibility and powers, reporting lines, rights of termination/protection against termination/consequences of termination and applicable law.

### **The Salary Package**

Once the structure of the employment contract is in place, the salary package is often an important negotiation point. If the gross annual income including bonus agreements is fixed, a so-called salary split is carried out in the case of a local employment contract in India. This should largely correspond to the salary splits of other Indian employees.



Furthermore, additional benefits have to be negotiated. Common components of expat employment contracts are rent-free accommodation (possibly including domestic help), a company car, a driver, relocation allowances, exchange rate adjustments, school fees for accompanying children, entitlement to flights home, etc. All of these salary components must be checked with regard to their tax liability.

### **Social Security**

German employees have the option of remaining covered by social insurance in Germany during the foreign assignment via the Social Security Agreement between Germany and India. However, this only includes pension insurance and unemployment insurance. Whether and to what extent social insurance continues to apply to these branches of insurance in Germany depends on the type and duration of the assignment abroad. If necessary, corresponding applications must be submitted to the statutory health insurance company or the DVKA. If the Social Security Agreement does not apply, international workers in India are required to pay into the Indian retirement insurance, the Employees' Provident Fund. International workers are required to pay contributions to Indian social security, regardless of the level of pay. However, an international worker coming from a country of origin with which there is a social security agreement and who has paid into the Indian social security system can withdraw the amount upon leaving India.

Depending on how the expat's social insurance is designed, appropriate clauses must be included in the employment contract.

Since the social security agreement does not cover health insurance, the agreement should also cover as to what extent the expat should have health insurance (through an international expat insurance or locally through an Indian health insurance) and who should bear the costs.

### **Tax aspects**

A consequence of the foreign assignment is usually the change of tax residency. This does not necessarily have to be part of the contract, but should be taken into account in the general structuring of the assignment abroad and the general drafting of the contract.

Similar to German tax law, the tax liability of a natural person in India is based on their tax residency. This follows from Section 6ff. of the Income Tax Act, 1961 (ITA). Unlike in Germany, it is not the provision of a place of residence that is decisive, but only the physical presence in Germany. The purpose of the stay or nationality is irrelevant. A basic distinction is made between "resident and ordinarily resident", "resident but not ordinarily resident" and "non-resident". It should be noted when assessing tax residency that the Indian Financial Year begins on April 1st of each year and ends on March 31st of the following year. For example, if the employee is predominantly resident in India during the Indian Financial Year and maintains a residence in Germany, they can be treated as residents by both states.



In such cases, the Double Taxation Avoidance Agreement between the Federal Republic of Germany and the Republic of India (DTA) decides on the residence and taxation rights of the states. DTAs also seek to avoid double taxation on the same income by providing either appropriate exemptions or tax credits. The applicability of the provisions of the DTA is particularly important in the year of departure and the year of return, as there is usually a risk of double taxation. Therefore, these aspects should be assessed and planned in advance in order to avoid any double taxation.

A so-called tax equalization policy can also be introduced at group level, which – if necessary – provides for tax equalization for the employee in order to ensure that the assignment abroad does not lead to a tax disadvantage for the employee.

### Summary

An employment contract for an expat differs significantly from standard employment contracts. There are many aspects to consider regarding the salary package, social law and tax law. To ensure that neither the employer nor the employee takes any risks, external consultants should be consulted when drawing up such a contract.

*Ursula Hoffmann-Mukherjee, Senior Associate, Rödl & Partner*



## Webinar-Recap: Decoding the Union Budget, 2023

On 21<sup>st</sup> of February 2023, the Make in India Mittelstand Team conducted a webinar on the newly released Union Budget 2023 with speakers from both Rödl & Partner and Khaitan & Co.

Considering that the current budget is the last full budget before the election year, there were huge expectations from the Union Budget 2023. The budget was presented in the backdrop of the impact on the world economy due to the Russia Ukraine conflict, global recession and need for job creation. India has been considered as the bright spot with an estimated nominal GDP growth of 7%, which is the highest amongst major economies of the world. According to the projections of the World Economic Outlook, India's GDP is expected to grow to USD 5.4 Trillion by 2027 making it the third largest economy of the world.

It is against this background that our expert speakers decoded and commented the Union Budget 2023 and answered remaining budget-related questions from the audience.

Would you like to know more about the Union Budget and the opportunities it might hold for you and your business? Do you have remaining questions regarding India's 2023 Union Budget? Watch the recording of the webinar [here](#), read a detailed analysis [here](#) or simply contact the MIIM Team for more information – we're happy to help.

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INVITATION TO THE WEBINAR

**DECODING THE UNION BUDGET, 2023**  
21st of February 2023, 11.00 – 12.15 CET / 15.30 – 16.45 IST

The Make in India Mittelstand Team cordially invites you to the webinar on the topic "Decoding the Union Budget, 2023".

The webinar will be held online on February 21, 2023, from 11.00 – 12.15 CET (15.30 – 16.45 IST) with speakers from Khaitan & Co. and Rödl & Partner who will decode the Union Budget for you and share their professional opinion on the changes and announcements that fall under the 2023 Budget.

Join us for this insightful webinar!

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**TOPICS & SPEAKER**

 <b>MOIN LADHA</b> PARTNER - CORPORATE & COMMERCIAL, REGULATORY & SECURITIES KHAITAN & CO. (MUMBAI)	 <b>UDAYAN CHOKSI</b> PARTNER - INDIRECT TAX KHAITAN & CO. (MUMBAI)	 <b>GAURAV MAKHIJANI</b> ASSOCIATE PARTNER - TAX RÖDL & PARTNER
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## EVENTS

- 1. “Make in India for the World – How the Mittelstand Can Capitalise on a Rapidly Growing India” in Munich:  
24<sup>th</sup> of March 2023**

Register [here](#) for the upcoming MIIM event in Munich. The event is free of charge. You will find the detailed agenda on the next page.

## WEBINARS

- 1. Transfer Pricing:**

**23.03.2023, 10:00 – 11:00 CET**

This webinar will be conducted in collaboration with the Central Board of Direct Taxes, Government of India (CBDT). Please register [here](#).

- 2. Expat Guide für Indien: Wie aus einem Expat ein Expert wird:  
26.04.23, 10:00 – 11:30 CET**

Register [here](#) for the webinar. The webinar will be conducted in German language in collaboration with Rödl & Partner, the Indo-German Chamber of Commerce (AHK) and CT Executive Search.

**Stay tuned for many more events!**





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# MIIM

MAKE IN INDIA MITTELSTAND!

## Agenda

14:00 – 14:30 hrs	Registrations & Entry
14:30 – 14:32 hrs	Welcome Address Mr. Mohit Yadav, Consul General, Consulate General of India Munich
14:32 – 14:50 hrs	Keynote Address Mr. Parvathaneni Harish, Ambassador of India to Germany
14:50 – 15:30 hrs	“Make in India”: Opportunities for the German Mittelstand Rödl & Partner, Knowledge Partner of the MIIM Programme
15:30 – 16:30 hrs	Q&A and Roundtable Discussions with German Companies Inputs from All Participating Company Representatives
16:30 – 16:35 hrs	Closing Remarks
16:35 – 17:00 hrs	Networking

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### MIIM Programme Partners

Rödl & Partner



KFW DEG

Deutsche Bank





## About MIIM

MIIM' is a market-entry support programme for German Mittelstand and family-owned enterprises launched by Embassy of India Berlin, Germany in 2015; driven by Government of India's national programme, 'MAKE IN INDIA'.

The objective of MIIM programme is to facilitate investments by German Mittelstand and family-owned companies in India and to provide market entry related services.

The MIIM program has enrolled more than 165 companies which represent a cumulative declared investment of 1.5 bn EUR to India.

As a part of MIIM program members are exposed to a wide range of business support services under a single platform. The program is being implemented with the support of its Knowledge Partner – Rödl & Partner, Facilitation Partners including Central and State Government Ministries in India and also key industry partners who can support the companies in various aspects of market entry into India. Offered services includes Strategy consulting, M&A, operational market entry support, tax & legal support, financial services and other services

**LIEBHERR**



**verbio**



*And many more members.*

# Rödl & Partner

Knowledge Partner | MIIM Programme Partner



Rödl & Partner





Embassy of India  
Berlin, Germany



MAKE IN INDIA MITTELSTAND!

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We are proud to introduce our new MIIM-members ...



सत्यमेव जयते  
Embassy of India  
Berlin



MAKE IN INDIA MITTELSTAND!

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# WELCOME ONBOARD

JANUARY AND FEBRUARY 2023

Schmalz India Pvt Ltd



Swobbee GmbH



FOGTEC Brandschutz GmbH



**MIIM**  
Programme Partners

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We are proud to introduce our new MIIM-member ...



## Schmalz India Pvt Ltd

A 100% subsidiary Company of J. Schmalz GmbH Germany, Schmalz India was founded in April 1999 as Joint venture for marketing entire vacuum-based material handling product range in India.

Today, Schmalz provides a complete range of material handling products with vacuum that includes Vacuum Components used for pick and place, robotic end effectors for packaging / palletizing and assembly, Ergonomic Vacuum Lifting and handling Systems, Vacuum Clamping Systems used to clamp wood, plastics, metal or glass on CNC machines, and Vacuum Gripping systems. The core competency of Schmalz is "Material handling with Vacuum"

Our complete product line provides solutions to problems in Material handling and meets requirements across a broad spectrum of industries such as Food and beverage processing, Pharmaceuticals, Appliance manufacturing, Woodworking, Automotive, Electronics, Chemical, Automation & Robotics, Packaging, Palletizing, Plastic, Glass, Printing etc. Due to active participation in these industries, Schmalz has developed the product line, which is unmatched by any other supplier of vacuum products in the world.

The combination of comprehensive consulting, a high focus on innovation and first-class quality ensures sustainable added value for customers. Intelligent solutions from Schmalz make production and logistics processes more flexible and efficient - and at the same time fit for the advancing digitalisation.

Schmalz is represented in all-important markets with its own locations and trading partners in more than 80 countries. The family-owned company employs around 1,800 people at its German headquarters (Glatten, Black Forest) and in 29 other companies worldwide.

Expanding further, Schmalz acquired Swedish Company Binar Handling AB in 2022, strengthening its market position in ergonomic handling technology. Binar Handling manufactures handling systems for loads weighing up to 600 kilograms. The product portfolio includes electric manipulators, crane booms and various end effectors.



We are proud to introduce our new MIIM-member ...



## Swobbee GmbH

### About Swobbee

Swobbee is the filling station of the booming micro-mobility: a sustainable, efficient infrastructure solution for urban light electric mobility and a comprehensive Battery-as-a-Service (BaaS) system.

At the Swobbee battery exchange stations, empty vehicle batteries can be exchanged for fully charged batteries of the same type in no time at all. The system is based on rental batteries, users benefit from the constant availability of charged, serviced batteries stored under optimal conditions.

Swobbee is Europe's first manufacturer-independent replacement system for small electric vehicle batteries. After the successful introduction of the standardized GreenPack battery, which is now used in numerous e-vehicles and applications, the service has already been expanded so that batteries from other manufacturers can also be charged and exchanged in Swobbee's BaaS system. Swobbee – we share (different) batteries!

### The Swobbee concept

Swobbee offers users a convenient way to swap batteries and operators a turnkey, highly flexible system consisting of advice, hardware and software.

We enable the batteries to be rented and the Swobbee stations to be set up and operated at locations relevant to users. The Swobbee Sharing Points enable a quick battery change (<1 min.) for easy and economical operation of small electric vehicles without long charging or waiting times.

The nearest Swobbee stations can be displayed via a user-friendly APP and full batteries can be reserved for a certain period of time with automatic billing feature.



MAKE IN INDIA MITTELSTAND!

# Investment support for German Mittelstand Enterprises

## MIIM Team

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## MIIM Online

 [www.makeinindiamittelstand.de](http://www.makeinindiamittelstand.de)

 [www.facebook.com/IndiaInGermany](https://www.facebook.com/IndiaInGermany)

 [www.twitter.com/eoiberlin](https://www.twitter.com/eoiberlin)

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