

## **Logistics Agreement**

between

HAUTAU GmbH  
Wilhelm-Hautau-Straße 2  
31691 Helpsen

hereinafter referred to as HAUTAU

and

...

hereinafter referred to as Supplier.

## **Preamble**

This Logistics Agreement regulates the flow of information, carriers and goods between the contracting parties. It supplements the supplier contract concluded between the contracting parties.

## **1. Scope; Object of the Agreement**

The Logistics Agreement applies for all orders, framework agreements and call-offs that are concluded between HAUTAU and the Supplier. The Supplier is obliged to acknowledge this Agreement when concluding a supplier contract. The Supplier cannot invoke any different terms and conditions of business of its own. The higher-ranking regulations arising from the supplier contract shall retain their validity.

## **2. Transportation**

### **2.1 Transportation processing**

The transportation of goods from the Supplier to HAUTAU, as well as the return transport of the agreed load carriers from HAUTAU to the Supplier shall be carried out by the Supplier. HAUTAU shall inform the Supplier of the readiness of the load carriers for dispatch. The Supplier shall arrange the collection within the subsequent three working days.

### **2.2 Delivery frequency**

The deliveries according to orders must be effected on a specific day basis. If a delivery frequency is agreed this must also take place on a specific day basis.

Delivery frequency:

Delivery:      daily                      ☐  
                    weekly ☐  
                    monthly ☐

Monday ☐      Tuesday ☐      Wednesday ☐ Thursday ☐      Friday ☐

The delivery frequency can be changed by HAUTAU with a notice period of one month.

## **3. Component packaging**

### **3.1 Packaging investment**

HAUTAU shall invest in load carriers for its own stock and for the manufacturing and delivery loop. HAUTAU shall not invest in containers for the stock at the Supplier's premises.

### **3.2 Packaging regulation**

All deliveries must be carried out according to HAUTAU's packaging regulation. The packaging approved by HAUTAU is regulated in the packaging regulation. A specification of the packaging, including information on the amount to be packaged, shall be made in the respective order text. Any changes to the packaging must be approved by HAUTAU. Costs incurred for additional expenditure for logistics and disposal caused by a non-approved delivery shall be charged to the Supplier. Non-defined packaging shall not release the Supplier from its delivery obligation.

### 3.3 Condition of the packaging

The condition of the packaging must be inspected for every delivery both by the Supplier and by HAUTAU. Damaged load carriers must be notified immediately after receipt. In the case of negligent damage the compensation shall be based on the polluter pays principle.

### 3.4 Recording of the packaging cycle

The receipt and dispatch of returnable packaging must be registered by HAUTAU and by the Supplier. A reconciliation of accounts must be carried out by both sides at the request of HAUTAU. Costs for depletion shall be charged in accordance with the polluter pays principle.

### 3.5 Scope of the packaging cycle

If returnable packaging is used, the scope of the packaging cycle shall be defined at material level. The Supplier shall be obliged to keep an adequate amount of packaging/load carriers.

## 4. Labelling of packaging

The labelling of the packaging shall be carried out according to the information in the packaging regulation.

## 5. Delivery papers

Each delivery must be accompanied by a delivery note containing the following information:

- Order number in plain text and as a bar code (code 39)
- Delivery note number in plain text
- Item number, name and index in plain text
- Number of units in plain text and as a bar code (code 39)
- Number of packaging units and containers in plain text
- Gross weight, net weight in plain text

All complaints regarding transportation and packaging shall be recorded in writing and communicated to the Supplier.

In the case of transport damage the delivery documents of the forwarder shall be accepted with the written note **under reserve** and a damage report sent to the Supplier.

## 6. Capacity agreement, call-offs, special transport

### 6.1 Maximal / minimal call-off amount

The maximum call-off amount shall be agreed with the Supplier separately at a material level. If the call-off amount exceeds the maximum agreed production capacity the Supplier shall be obliged to establish contact with the responsible dispatcher at HAUTAU within 24 hours.

The minimum call-off amount shall normally correspond to one packaging unit or a multiple of this.

## **6.2 Compliance with agreements regarding amounts and deadlines**

Compliance with the delivery dates according to the order and the delivery call-offs are mandatory. The Supplier shall in the case of arrears with respect to orders and delivery call-offs assume all consequential costs for the delivery delay, including the resultant costs incurred by HAUTAU vis-à-vis third parties. In the case of a shortfall delivery the Supplier undertakes to inform the responsible dispatcher at HAUTAU in advance and obtain a written approval.

If HAUTAU considers it to be necessary the Supplier must carry out a special transportation for the missing amount.

Every early delivery must be approved by HAUTAU in advance. Without this approval the surplus delivery amount shall be stored at the cost and risk of the Supplier or sent back at the Supplier's cost.

## **6.3 Special transportations**

Special transportations and additionally occurring customs processing fees (excl. customs and taxes) on the basis of delivery delay must be borne by the Supplier.

## **7. Safety stock**

The safety stock must be constantly changed with the warehouse stock at the Supplier's premises using the FIFO method. If safety stock is required by HAUTAU at materials level this will be agreed individually with the Supplier. If there is no agreement regarding safety stock, this shall be the responsibility of the Supplier.

## **8. Logistics audit**

HAUTAU reserves the right to conduct a logistics audit at the Supplier's premises.

Helpsen, (date)

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HAUTAU GmbH

Annex

Packing regulation