

1. Change history / Version status

Change note on the version status			
Version status	valid from	responsible	Event/Change
01	01.06.2017	Sahin	recreation
02	10.06.2021	Kaufer	revision/update
03	04.03.2021	Berge / Liebscher	adjustments/changes/additions

2. Contracting parties

client (hereinafter referred to as AG):

plastic concept gmbh
 Rumburger Straße 3
 02742 Neusalza-Spremberg

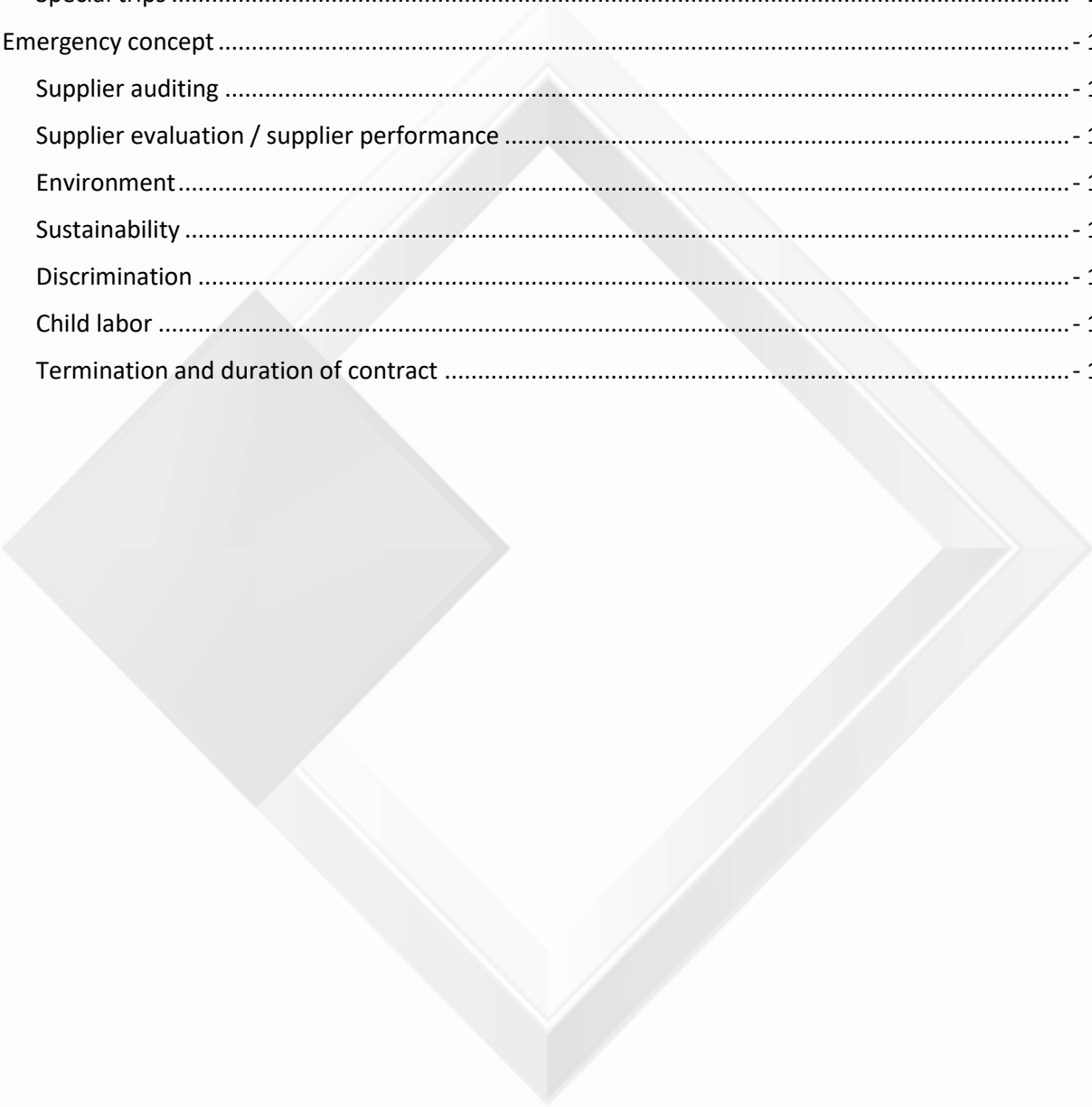
and the **contractor** (hereinafter referred to as AN):

supplier (*please enter*):

Table of contents

- 1. Change history / Version status - 1 -
- 2. Contracting parties - 1 -
- 3. Objective target - 4 -
- 3.1 Scope of application - 4 -
- 4. Organizational requirements - 4 -
- 4.1 contact person - 4 -
- 4.2 Confidentiality - 4 -
- 4.3 Delivery conditions - 5 -
- 4.4 Change notice - 5 -
- 4.5 - 5 -
- 4.6 Safeguarding data processing - 5 -
- 4.7 Electronic Data Interchange (EDI) - 5 -
- 4.8 Payment modalities - 6 -
- 5. Logistics framework data - 6 -
- 5.1 Vehicle numbers / variants - 6 -
- 5.2 Delivery locations - 6 -
- 5.3 Delivery system - 6 -
- 5.4 Processing of current orders / delivery call-offs - 7 -
- 6. Production process supplier - 7 -
- 6.1 Capacities - 7 -
- 6.2 Consistency and plausibility check - 7 -
- 6.3 Start-up and shut-down control - 7 -
- 7. Delivery process supplier - 7 -
- 7.1 Safety stock - 7 -
- 7.2 Packaging / container - 7 -
- 7.2.1 General rules - 8 -
- 7.2.2 Parts labeling / good tags - 8 -
- 7.3 Shipment processing - 8 -
- 7.3.1 Loading at the supplier’s premises - 8 -
- 7.3.2 Bridge and closing days - 9 -
- 7.4 Container committee - 9 -
- 7.5 Empties account management / inventory - 9 -

- 8. Disruption in the material supply - 9 -
- 8.1 Special and emergency handling..... - 9 -
- 8.2 Disruption in the logistics process / duty to inform..... - 9 -
- 8.2.1 Penalty payments..... - 10 -
- 8.2.2 Complaints..... - 10 -
- 8.2.3 Special trips - 10 -
- 9. Emergency concept - 10 -
- 10. Supplier auditing - 10 -
- 11. Supplier evaluation / supplier performance - 10 -
- 12. Environment - 11 -
- 13. Sustainability - 11 -
- 14. Discrimination - 11 -
- 15. Child labor - 11 -
- 16. Termination and duration of contract - 11 -



3. Objective target

The logistical requirements for suppliers listed below support our efforts to master the challenges of the future together and to fully meet the wishes of our customers.

The following requirements apply to pre-series and series deliveries of goods to plastic concept gmbh and other locations on behalf of plastic concept gmbh.

The aim of the specifications is to standardize the cooperation.

The supplier's task is to consider and implement the logistical requirements in product and process development as well as in the series production process.

3.1 Scope of application

These specifications refer to logistical services that must be provided at the respective locations of the AG and the AN.

The nature and scope of the service shall be governed by these specifications unless a matter is individually negotiated and expressly agreed otherwise in writing.

Any changes must be made in writing; verbal agreements shall be deemed null and void and therefore ineffective.

4. Organizational requirements

4.1 contact person

Fixed contact persons and their representatives must be appointed for the delivery process who can make competent and reliable decision-making authority in the following areas:

- ◆ Logistics
- ◆ Accounting / Controlling
- ◆ Distribution / Sales
- ◆ Quality
- ◆ Production
- ◆ Management

The substitution rule at the AN must be sufficiently guaranteed and communicated to the AG by a competent employee. The AN is requested to submit the completed overview in Annex 1 – company data and contacts.

4.2 Confidentiality

The AG and its suppliers undertake to treat any stipulations and agreements made and the corresponding documents confidentially. It is agreed to actively make important information available to the partner.

The contents of the specifications, as well as the other documents made available, are subject to confidentiality and may not be passed on to third parties. If disclosure to third parties is necessary, in particular to companies affiliated with the AN, which are required for the preparation of an offer, the AN must ensure that confidentiality is guaranteed.

4.3 Delivery conditions

The terms of delivery shall be agreed between the AG and the AN by means of a purchase agreement. The purchase contract is concluded between both parties and must be in writing. The AN only comes into force and is therefore legally effective once it has been signed by both parties.

4.4 Change notice

The AN shall inform the client immediately of any changes that could affect logistics processing. This includes changes in:

- ◆ Delivery call-offs
- ◆ Delivery dates and times
- ◆ Delivery addresses
- ◆ Changes to components or packaging
- ◆ Contact person

Change notifications are communicated in writing and contain clear information about the scope and impact of the change. In addition, an evaluation of the distribution is carried out.

In the event of significant changes, the logistical requirements and processes shall be reassessed in consultation with the AN.

The AN must always ensure on-time delivery. Even during vacation periods or business interruptions, the AN must ensure that the goods arrive at the relevant destination on time. The availability of a contact person for the Customer at the AN must be ensured by means of an appropriate deputy arrangement and communicated in writing.

4.6 Safeguarding data processing

The AN data backup must be designed in such a way that a failure of the data processing does not lead to production and delivery problems. In general, this means that the data is backed up and can be accessed in the event of a failure. The creation of delivery documents and invoices must be guaranteed.

4.7 Electronic Data Interchange (EDI)


Both the AG and the AN system must be compatible with the EDI solution. The EDI system should transmit at least the following data to the AN:

- ◆ Delivery call-offs
- ◆ Article no.
- ◆ PC article no.
- ◆ Delivery date
- ◆ Delivery quantity
- ◆ Delivery address

The delivery call-offs show a forecast of the monthly quantities for at least 3 months and daily detailed call-offs for at least 4 weeks, of which the first 2 weeks must be fixed. Changes to the fixed call-offs are only possible after prior consultation.

The EDI system should transmit at least the following data to the AG:

- ◆ Delivery information (delivery bills, accompanying documents as agreed)
- ◆ Product information

Logistics	Doc. no.: UP01_FB007a Created by: M. Berge / M. Liebscher Checked by: M. Berge Released by: L. Mazuga-Mönnich Rev: 03 issue date: 04.03.2024	 <p>plastic concept Potentiale entfesseln Innovation & Leidenschaft</p>
Specification book		

◆ invoices

In the event of technical difficulties or system failures, the AN undertakes to communicate immediately and solve the problem quickly.

Both parties must name a call-off recipient within the scope of the EDI connection and define a fallback solution to be used in the event of any malfunctions (e.g. mail transmission over a defined period of time parallel to the EDI call-off).

The AG refers to the following contact to set up a connection: EDI@plastic-concept.de

4.8 Payment modalities

All contractual agreements, including payment terms, are clearly and unambiguously documented in our General Terms and Conditions of Purchase or a purchase contract.

5. Logistics framework data

5.1 Vehicle numbers / variants

During its offer, the AN shall inform the AG about the guaranteed delivery capacity and the bottleneck-determining resources or processes (bottleneck). In addition, the AG receives information about the planned production batch size for the finished parts. For planning and calculation purposes, the vehicle quantities and different product variants must be considered in accordance with the inquiry documents.


5.2 Delivery locations

The AN shall indicate the logistics costs (packaging and transportation costs) for the destination specified by the Customer separately when submitting its offer. The terms of delivery are generally "FCA" and "DDP" according to Incoterms© 2020. Both versions must be offered accordingly. Deviating delivery conditions are possible after agreement and special approval by the Customer.

If no other information is available, the AN is requested to design the logistics concept for a weekly delivery and to calculate the transport costs accordingly on this basis.

5.3 Delivery system

The AG shall agree a forward-looking supply concept with the AN, particularly with regard to reducing costs and ensuring a smooth supply. The design of the concepts shall be carried out and calculated for the following standard supply alternatives. Delivery must be in accordance with the first in-first out principle.

Logistics	Doc. no.: UP01_FB007a Created by: M. Berge / M. Liebscher Checked by: M. Berge Released by: L. Mazuga-Mönnich Rev: 03 issue date: 04.03.2024	 plastic concept <i>Potentiale entfesseln</i> <small>Umweltlogistik & Logistikdienstleistungen</small>
<h1>Specification book</h1>		

5.4 Processing of current orders / delivery call-offs

The following requirement categories must be distinguished in the call-off:

- ◆ backlog
- ◆ immediate requirements (requirement quantity that must be delivered to the customer on the same day)
- ◆ forecasted requirements

In the event of delivery backlogs or non-deliverable immediate requirements, the AN shall initiate special measures for immediate rectification (e.g. shift extension, weekend work, etc.). The AG shall be informed by the AN of the cause, measures taken, quantity and deadlines.

6. Production process supplier

6.1 Capacities

The AN must maintain and ensure sufficient production capacity and quantity flexibility in accordance with the agreed quantities, as well as a safety stock. The AN must provide evidence that it can provide the agreed maximum daily capacity per working day. Weekends must be kept free for maintenance work and emergency programs. Capacities are predefined by the AG and must be confirmed in writing and, if requested, can be verified at a 2-shift production.

6.2 Consistency and plausibility check

All deadlines and quantities of incoming orders from the AG must be managed transparently and systematically throughout. This means that statements regarding deadlines, quantities and production capacities can be made at any time. In addition, the AN is responsible for checking incoming call-offs for completeness and correctness and for promptly reporting deviations to the AG dispatchers.

6.3 Start-up and shut-down control

The start-up and run-out control must be secured with capacity planning, in particular to deliver lower and higher quantities on time and in the agreed series part prices. Within the framework of coordinated discontinuation control, a detailed agreement must be reached between the AG and the AN. The aim is to ensure the elimination of possible scrapping costs and to work in a way that conserves resources and the environment.


7. Delivery process supplier

7.1 Safety stock

The AG requires each contractor to have a safety stock ready for dispatch to ensure delivery capability. The safety stock must cover the determined replacement time for all variants. It must be agreed with the AG during the planning and coordination phase.

7.2 Packaging / container

The selection, procurement and use of packaging that meets quality and logistics requirements is a key element of the plastic concept logistics strategy. The packaging, which must be designed accordingly by the AN and considered in the offer, is exclusively made with reusable packaging. The qualitative requirements of the component must be fully considered.

Logistics	Doc. no.: UP01_FB007a Created by: M. Berge / M. Liebscher Checked by: M. Berge Released by: L. Mazuga-Mönnich Rev: 03 issue date: 04.03.2024	 <i>Potentiale entfesseln</i> <small>Innovativität & Leidenschaft</small>
<h1>Specification book</h1>		

Any damage, defects, contamination, etc. that could be caused by the packaging must be completely excluded.

The packaging must be checked and confirmed technically and qualitatively by the AG in order to avoid subsequent changes. The packaging instructions for series and alternative packaging must be signed by both parties after preparation by the AG and appropriate transport tests have been carried out. The AN shall be liable for losses or damage resulting from incorrect packaging or labeling in accordance with the order if this is within its area of responsibility.

7.2.1 General rules

The AN undertakes to check the packaging/containers upon receipt and dispatch of the goods. Damage and the need for repairs must be reported immediately to the owner, who shall carry out repairs or procure new parts promptly. The party responsible shall be liable for any reduction in quality of the parts due to defective, wet or soiled packaging.

7.2.2 Parts labeling / good tags

Containers and load carriers must be labeled using barcode-capable goods tags in accordance with VDA. This must be completely filled out and attached to the container in the compartment provided; in the case of multiple stacking and delivery of several packaging units, the tags must be visible and attached on the same side/position.

The legibility of the goods labeling must not be impaired by weather conditions.

Furthermore, special markings such as hazardous substances and cautionary notes (glass, fragility, non-stackable) must be attached to the goods in a clearly visible position.

Barcodes and labels must be fitted with a peel-off tab and must be removable without leaving any residue. The supplier is responsible for labeling and de-labeling.

7.3 Shipment processing

The AG delivery call-offs shall be binding for shipping. The requested quantities must be made available to the carrier on time and in the correct quantity, irrespective of statutory or church holidays and country-specific restrictions.


The goods shall be shipped using a suitable means of transportation that allows both side loading and unloading and rear unloading via a ramp.

Compliance with the FiFo-principle is binding. Furthermore, the sender is responsible for loading, stowing, and securing the goods safely for transportation.

The shipping documentation consists of a delivery bill, as well as an EDI consignment bill in accordance with VDA, packing delivery bill, consignment note and, if required, all customs-related documents, as well as (if requested on order) acceptance or factory test certificates. The goods are to be accompanied by the shipping documents, which are to be handed over to the AG at the incoming goods department.

7.3.1 Loading at the supplier's premises

The AN must ensure that the consignment is loaded from Monday to Friday from at least 07:00 to 15:00 (local time). The declared quantities must be packed in accordance with the specifications and instructions for transportation and loaded onto suitable vehicles.

Logistics	Doc. no.: UP01_FB007a Created by: M. Berge / M. Liebscher Checked by: M. Berge Released by: L. Mazuga-Mönnich Rev: 03 issue date: 04.03.2024	 plastic concept <i>Potentiale entfesseln</i> <small>Innovativität & Leidenschaft</small>
Specification book		

The same applies to the principal with regard to the loading of empties.

7.3.2 Bridge and closing days

The AN is obliged to inform the AG of the closure times of its affected delivery locations if this affects the collection of goods or the delivery of empties. This notification must be made in writing at least five days before the event. Regular closing times, such as weekends, are excluded from this duty to inform.

If the AN has a bridge day, the obligation to deliver on the specified delivery day according to the delivery call-off shall continue to apply. The AN is therefore responsible for the timely pre-delivery to the carrier.

7.4 Container committee

The AG shall inform the AN of any container rejects at its plant, after which the AN shall coordinate the disposal and replacement in the form of an offer.

7.5 Empties account management / inventory

The AG and AN are obliged to keep records of incoming and outgoing full and empty containers.

The reconciliation shall take place via monthly account statements. Any necessary corrections are to be discussed within 14 days.

Both parties also undertake to carry out a corresponding inventory of the containers on both sides once a year on a date agreed in advance by the AG.

8. Disruption in the material supply

8.1 Special and emergency handling

If the punctual delivery of the goods to the principal is jeopardized or not possible, the AN shall immediately and without being asked send corresponding information in writing to the designated central logistics contact persons.

The supplier shall send at least the following information:

- ◆ delivery note number/s
- ◆ part number/s
- ◆ quantities
- ◆ Type, extent and effects of the disruption (e.g. in the event of loss or damage to the goods, specify the extent and effects of the damage)
- ◆ Vehicle information (license plate number, driver data, ...), if applicable
- ◆ Estimated new arrival date

If a supplier's ability to deliver is unsatisfactory, plastic-concept reserves the right to specify or agree remedial measures with the supplier concerned.

8.2 Disruption in the logistics process / duty to inform

Disruptions in the logistics process include:

- ◆ Quality defects
- ◆ Failure of call-off system / EDI or transmission problems
- ◆ Non-compliance with delivery dates
- ◆ Underdelivery / overdelivery

- ❖ Incorrect delivery
- ❖ Non-compliance with agreed delivery window
- ❖ Incorrect labeling or labeling illegible
- ❖ Delivery documentation not complete or contents incorrect
- ❖ Container not fit for use or storage
- ❖ No containers available

Disruptions shall be reported in writing. As a rule, the AN shall recognize some time before the planned delivery whether there will be delays or not. The AN must inform the Customer of a delay in delivery at least 4 weeks before the delivery date; in the event of unforeseeable delays in delivery, the AN is obliged to notify the Customer in writing immediately after becoming aware of an unavoidable disruption that leads to a delayed delivery to us.

8.2.1 Penalty payments

If the AN logistics quality does not meet the requirements and gives rise to complaints, all costs and all consequential costs (e.g. production stop) shall be allocated to the cause in the amount of the damage incurred and invoiced to the AN.

In the event of the above-mentioned disruptions, which were demonstrably caused by the AN, costs for additional handling costs of € 125.00 shall be incurred in addition to the processing costs. In addition, the assertion of further damages is not excluded.

8.2.2 Complaints

The AG shall provide clear processes and guidelines for the logistical handling of returns or complaints. If the goods have to be returned to the AN, the AN shall bear the costs for the return delivery. In addition to the complaint costs, follow-up costs must also be included.

All other processing fees can be found in the QAA.

8.2.3 Special trips

All material transports outside the regular trips that are necessary to maintain the supply, considering minimum stocks, are declared as special trips. The costs, specifically the organization and provision of the means of transport for special trips, shall be borne by the party responsible. The AG shall inform the AN in good time of the need for special trips and the AN shall provide all necessary information.

9. Emergency concept


Every supplier is obliged to draw up an emergency plan for stable supply in a wide variety of emergency situations. Before the start of series production (start of production = SOP), the supplier shall provide the AG with a sustainable emergency plan, which must be verified at the AG request.

10. Supplier auditing

The supplier audit is a special form of audit of certain parts or the entire management system of an organization. The AG is entitled to check the supplier's logistics system internally or externally based on current and generally recognized procedures.

11. Supplier evaluation / supplier performance

As part of the annual supplier evaluation, the AN is continuously assessed by the AG in terms of its logistics-related performance. This primarily includes delivery and quantity reliability. In addition to the logistics-

Logistics	Doc. no.: UP01_FB007a Created by: M. Berge / M. Liebscher Checked by: M. Berge Released by: L. Mazuga-Mönnich Rev: 03 issue date: 04.03.2024	
Specification book		

related criteria, qualitative criteria are also part of the evaluation. The overall result of the evaluation must not fall below 80% (B supplier), otherwise the AN must be blocked from further business relationships.

12. Environment

The following criteria must be met to ensure the quality of the parts delivered:

- ◆ Protection against damage, corrosion, soiling, environmental influences and electrostatic charging, whereby the residual dirt regulations also apply to the packaging
- ◆ No direct contact with uncoated corrugated or solid cardboard or with filling materials
- ◆ Optimal selection and utilization of the packaging units in terms of stability and filling quantity
- ◆ Adequate transport protection
- ◆ Formation of rational loading units
- ◆ Optimum final load ability of the transport vehicles by industrial trucks
- ◆ Compliance with the specified standard dimensions
- ◆ Recyclable materials
- ◆ Minimizing the use of disposable packaging as a contribution to waste avoidance
- ◆ Economical and careful use of all resources

13. Sustainability

Both parties commit to sustainable business practices, especially regarding packaging materials, modes of transportation, and routes.

The AN is expected to provide regular reports on sustainability initiatives and successes. The AN will provide the AG with an annual report to be completed and returned to the AG.

Both parties aim to collaborate with third-party providers who also pursue sustainable practices.

14. Discrimination

The AG and the AN guarantee that no discrimination based on gender, race, religion, age, disability, or any other protected characteristics takes place in their company.

Both parties are expected to take measures to prevent discrimination and promote an inclusive working environment.

15. Child labor

The AG and the AN guarantee that no child labor is used in their company or by their suppliers. Upon request, the AN shall provide evidence or certificates confirming compliance with international standards against child labor.

In the event of violations of this principle, the AG reserves the right to review the contract or to terminate it with immediate effect.

16. Termination and duration of contract

These specification book shall enter into force on 01.03.2024.

Notice of termination may be given by either contracting party subject to a notice period of 12 months. Notice of termination must be given in writing by registered letter by the 3rd working day of a month.

The right to extraordinary termination for good cause remains reserved. An important reason for termination for the client may be the breach of essential contractual obligations, as well as the cessation of the services

regulated in the contract. This also applies if the Client ceases to make payments or if the Contractor files for insolvency proceedings.

In the event of a material breach of contractual provisions, the party in breach shall be entitled to set the other party a deadline of two weeks to remedy the situation. If this period expires unused and the breach of contract continues or if the other party again breaches material contractual provisions, the breached party shall be entitled to terminate this contract with an extraordinary notice period of two weeks.

Both parties are entitled to extraordinary termination without notice if insolvency proceedings have been opened against the assets of the other party, if the opening of such proceedings has been rejected for lack of assets or if an application for the opening of such proceedings has been filed and not withdrawn or rejected within 3 calendar days at the latest.

Other applicable documents:

- General terms and Conditions of Purchase
- Appendix 1 to the logistics specifications – company data and contacts

The applicable documents and forms can be downloaded in the currently valid version from the client's website.

Signed: Management plastic concept gmbh – Systemteile aus Kunststoff –

This specification book was created electronically and is valid without a signature.

**The contracting party accepts the General Purchasing and Shifting Conditions of plastic concept gmbh by signing, but at the latest upon confirmation of delivery. These can be accessed at any time at: <https://www.plastic-concept.de/unternehmen/download.html>.*

Name (capital letters)

Position

Place, Day

legally binding signature*/
contractor's stamp