



GUMMI-TECHNIK®

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Logistics and packaging agreement (LPA)

Version 02/2019

PREAMBLE:

With regard to the business relationship between the two parties, it is necessary for the supplier to guarantee smooth and proper delivery and packaging of all goods and deliveries. This is supposed to be structured within the framework of the following agreement:

I. Scope of application

These and the following provisions apply in full to any and all business relationships with one and/or all of the companies listed in the following sections or, as the case may be, their legal successors (hereinafter referred to as the 'GTP group'):

- a) GT GUMMI-TECHNIK GmbH, Saliestr. 24, 70736 Fellbach, HRB Stuttgart 261098, VAT ID: DE 147330713
- b) GTP GUMMI-TECHNIK-PLASTIK GmbH, Robert-Bosch-Str. 5, 71409 Schwaikheim, HRB Stuttgart 260574, VAT ID: DE 147330326

II. Obligation to give information and reachability of the contact persons

The supplier should promptly (on the working day in question, and within 24 hours) respond to questions and queries. If the information in question is not available, a binding submission date must be agreed upon with the respective contact person working for the GTP group.

Fixed contact persons should be assigned to the GTP group for the delivery process; these contact persons must be reachable at all times and capable of providing the respective information (within a period of 24 hours after taking note of the matter in question)

III. Voluntary disclosure obligation

Each expected supply bottleneck should promptly be reported in writing to the respective key account/person of contact at the GTP group.

IV. Change notification

Any planned changes involving the production site or place of dispatch must be reported and accepted; such changes must be approved in writing by the GTP group.

V. Delivery

Any and all deliveries of goods may only be made at the delivery address specified in the respective order.

In individual cases, exceptions involving an alternative delivery address shall be communicated in writing by the respective contact person at the GTP group. Any potential costs that may emerge on account of an incorrect delivery having been made contrary to this instruction shall be charged according to the costs-by-cause principle.

VI. Emergency management

In case of disruptions (e.g. technical defects, capacity bottlenecks, quality/delivery problems), the supplier shall be obligated to draw up emergency plans, take corrective actions and implement preventive measures. Furthermore, an agreement must also be reached with the GTP group in order to ensure that the delivery operation is not jeopardised by any long-term problems.

The GTP group expects the implementation of measures that would safeguard the supply operation in the aforementioned exceptional cases. If necessary, the supplier must maintain safety stocks and present a flexible production model, alternative delivery models or alternative channels of supply (e.g. air freight, express freight, special trips etc.). These measures must be described in a credible manner in case of audits or situations in which the GTP group raises such a request. In case the agreed-upon measures prove to be inadequate, the GTP group reserves the right to demand that safety stocks be set up.

Any potential costs that may emerge on account of behaviour that runs counter to this instruction shall be charged according to the costs-by-cause principle.

VII. Emergency plan

The emergency plan essentially contains measures and deadlines associated with the solving of the respective problem. The emergency concepts developed by the supplier must be agreed upon with the GTP group before the first delivery.

The objective is the consistently secure and sustainable formation of the supply chain and the facilitation of partner-like cooperation.

VIII. Marking, communications

1. Delivery note

Each delivery must be accompanied by a delivery note. It must contain the following:

- a) Complete and correct order number (number of the individual order or the processing request)
- b) Part number and article description of the GTP group
- c) Correct quantity and packaging unit
- d) Number of packages
- e) Information regarding whether the delivery is a partial or full delivery

All the information that is based on our standard business terms can be found on the internet at <http://www.gtp-gruppe.de>
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The delivery note must be in a delivery note pocket; it must be attached to a carton or transport container in a manner that ensures that it is visible from the outside.

In case of missing or faulty delivery notes, we reserve the right to charge the resultant additional expenses according to the costs-by-cause principle.

2. Sending of shipping notices/delivery notes

Shipping notices and delivery notes must be sent digitally at the time of dispatch of the goods by sending an e-mail to deliveries.gt@gtp-gruppe.de or deliveries.gtp@gtp-gruppe.de.

Under no circumstances should the documents be sent to another e-mail address, or directly to employees working for the GTP group.

Please do not send any other documents in such an e-mail.

2. Sending of invoices

Invoices are only accepted and processed if they are sent via e-mail.

Invoices must always be sent digitally by sending an e-mail to accounts.payable.gt@gtp-gruppe.de or accounts.payable.gtp@gtp-gruppe.de.

Invoices may not be sent on paper in addition to this. Furthermore, invoices may not be sent directly to employees of the GTP group via e-mail. Under these circumstances, such invoices shall NOT be processed further.

No other documents may be sent in such an e-mail.

A single e-mail should only contain a single invoice.

Invoices that are not sent in accordance with these criteria are not processed further in the GTP group. In such cases, payment cannot be made in a prompt and timely manner.

3. Product sticker/label

A plain product sticker/label must be pasted onto each package; it must be attached such that it is visible from the outside. The product sticker/label must contain the following data:

- a) Complete and correct order number of the GTP group (number of the individual order or the processing request)
- b) Part number and article description of the GTP group
- c) Correct quantity and packaging unit
- d) Package number
- e) Delivery note number

IX. Packaging requirements

1. Permissible transport containers

- a) Exchangeable EPAL EURO-pallets complying with UIC standard 435-2, integrated into DIN 15146-2
- b) Exchangeable EPAL EURO wire mesh crates complying with UIC standard 435-3, integrated into DIN 15155
- c) Disposable pallets

2. EPAL EURO-pallet/EPAL EURO wire mesh crate complying with UIC standard 435

The goods must be delivered in an exchangeable EPAL EURO-pallet, or an exchangeable EPAL EURO wire mesh crate. EURO-pallets and EURO wire mesh crates that do not fulfil the exchangeability criteria are not exchanged, and the additional expenses are charged according to the costs-by-cause principle.

The exchangeability criteria can be viewed at www.epal-pallets.org.

3. Disposable packaging

If the goods are being delivered using a disposable pallet, it should be ensured that the disposable pallet has a satisfactory carrying capacity and is in a defect-free condition. Under no circumstances should the goods be allowed to arrive in a damaged condition.

4. Packing height/Loading height/Weights

Under no circumstances should a packing or loading height of 105 cm be exceeded. The maximum total gross weight of a loading unit (EPAL EURO-pallet/EPAL wire mesh crate) may not exceed 500 kg. The maximum gross weight of a packing unit may not exceed 15 kg. If the packing/loading height and/or the weight is exceeded, we reserve the right to charge the resultant additional expenses according to the costs-by-cause principle.

5. Cardboard boxes

Goods may only be shipped in cardboard boxes if the following requirements have been fulfilled.

5.1. Requirements

- a) Neutral dispatch
- b) The cardboard boxes that are sent should have no supplier information, and no references to the supplier (no logos either)
- c) Plain packing/strapping tape

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5.2. Carton quality

The cardboard boxes must comply with quality standard 2.30 or higher. Among other things, this serves to make it possible for the goods to be delivered in accordance with the regulations.

5.3. Weight

The requirements specified under 4. are applicable.

X. Shipper

Goods may only be delivered through the following shipping companies

1. Shippers in Germany

For delivery terms: EXW (Incoterms 2010)

Packages: < 31 kg per parcel service

Packaged goods: Current shipping company designated by the GTP group

2. Shippers in the EU

For delivery terms: FCA, GTP group shipping company (Incoterms 2010)

Packaged goods: Current shipping company designated by the GTP group

Air freight: < 45 kg, always the current express service provider designated by the GTP group

Air freight: > 45 kg, always according to the individual specifications of the GTP group

4. Shippers in Turkey

For delivery terms: FCA, GTP group shipping company (Incoterms 2010)

Packaged goods: Maximum shipping weight: 500 kg, current shipping company designated by the GTP group

Air freight: < 45 kg, always the current express service provider designated by the GTP group

Air freight: > 45 kg, always according to the individual specifications of the GTP group

5. Non-EU/Non-Turkish shippers

For delivery terms: FOB, next harbour (Incoterms 2010)

Sea freight: Current shipping company designated by the GTP group

Air freight: < 45 kg, always the current express service provider designated by the GTP group

Air freight: > 45 kg, always according to the individual specifications of the GTP group

XI. Place of jurisdiction, applicable law, decisive version

1. The place of jurisdiction is Stuttgart or Waiblingen.
2. This agreement is exclusively subject to German law.
3. In case of doubt, the German version of this agreement shall be binding.

XII. Changes and additions, severability clause

1. There are no side agreements.
2. If individual parts of this agreement are or become legally invalid, it shall have no negative effect on the effectiveness of the remaining provisions.
3. The ineffective provision should then be replaced with the effective provision that most closely approximates the original economic objective of the business partners. The same thing applies to situations involving an undetected contractual gap or frustration of purpose.
4. Modifications require the written form. The same condition also applies to the written form clause. Verbal side agreements associated with this contract have no validity.



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XIII: Acceptance

By signing this agreement, the signatory accepts the latest versions of the cited conditions in full. It shall be made available upon request. Furthermore, the signatory also affirms that he is fully aware of the rights and obligations associated with this agreement, and that he has, if necessary, obtained legal advice regarding the same. The agreement enters into force on the date of signing.

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Place, date*

.....
Company (block letters)/Seal*

.....
Legally valid signature*

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Signatory (block letters)*

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Place, date*

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Company (block letters)/Seal*

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Legally valid signature*

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Signatory (block letters)*

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