Logistics Guidelines

of

Mahle Industrial Thermal Systems GmbH & Co. KG
Table of contents

Foreword ................................................................................................................... 3
1. General notes on logistics ............................................................................. 4
   1.1 Purpose ......................................................................................................... 4
   1.2 Validity ........................................................................................................... 4
2. Communication............................................................................................... 4
3. Electronic data interchange ........................................................................... 5
4. Goods delivery and timeliness ..................................................................... 5
5. Customs processing, origin of goods, statement on export restrictions .. 6
6. Release order control, flexibility ................................................................. 7
7. Packaging ........................................................................................................ 7
   7.1 General packaging requirements................................................................. 7
   7.1.1 General packaging requirements for welded assemblies and frame parts for
         cooling units in railway vehicles. ................................................................. 8
   7.2. Overseas packaging .................................................................................. 9
   7.3 Mahle Behr standard container types ....................................................... 9
   7.4 Empties processing and empties accounting ........................................... 15
   7.5 Special carriers, packaging material ....................................................... 15
   7.6 Carrier use and quality ............................................................................. 16
8. Shipping concept .......................................................................................... 16
   8.1 Transport processing ............................................................................... 16
   8.2 Transport damage ..................................................................................... 17
   8.3 Temperature and hazardous goods transport ........................................... 17
9. Identification and accompanying documents .............................................. 17
10. Logistics quality ........................................................................................... 24
   10.1 Logistics problems ................................................................................... 24
   10.2 Process for damaged and missing parts ................................................. 24
   10.3 Faulty deliveries....................................................................................... 24
11. Emergency / Emergency concept ............................................................... 25
12. Changes / final provision ........................................................................... 26
13. Severability clause ...................................................................................... 26
14. Change Documentation ................................................................................ 27
Appendix 1: List of contacts .................................................................................. 28
Appendix 2: Commercial data exchange .............................................................. 29
Appendix 3: Business hours goods receipt ......................................................... 30
Foreword

The basis for successful collaboration in the partnership between you as a supplier and Mahle Industrial Thermal Systems Group (abbreviated to MITS below) is clear and binding communication and information.

This applies in particular where supply logistics required for us to continue production is concerned. In order to guarantee an efficient and problem-free manufacturing process, logistic systems must function within agreed rules.

To clarify our requirements for all parties involved and make them binding, we summarised them in the present logistics guidelines. This guidelines form a major component of our contractual relationship. We reserve the right to make changes to the guidelines. They become valid when they are uploaded to our internet platform.

Processes are continually reassessed to help improve cooperation in the partnership. We guarantee continuous improvement with regular audits and process analyses at the supplier's facilities. MITS reserves the right to call for changes to the processes.
1. General notes on logistics

1.1 Purpose

The present logistics guidelines define the fundamental requirements which a supplier must fulfil in order to maintain a supplier relationship to the plants of MITS. They must be followed for the development, design and planning of logistics concepts.

These guidelines describe the requirements made of communication systems, packaging, re-usable carriers as well as binding rules for delivery to MITS, MITS logistics partners or an external unloading point specified by MITS.

The logistics guidelines supplement the MITS terms and conditions of purchase.

1.2 Validity

These guidelines apply for all deliveries to all plants of the company:

MAHLE Industrial Thermal Systems GmbH & Co. KG
Heilbronner Straße 380
70469 Stuttgart

Specific special regulations and individual agreements will be documented separately.

German law applies.

2. Communication

The supplier must answer questions or queries from MITS on individual orders, delivery schedules and delivery status immediately.

If the ordered quantities and deadlines cannot be complied with, the supplier is obliged to report this to the responsible planning manager at MITS on the day it is detected, and document it in writing.

Suppliers must respond to general information queries from MITS on the same day. If individual employees of the supplier are absent, it must be ensured that a suitable deputy has been arranged.

For escalation requests, for example if there is a risk of a supply bottleneck, a response is required within one hour. If the supplier cannot make a final statement at this time, they must provide information on the current status.
MITS must always be provided with competent permanent contacts and their representatives for the delivery process. All changes must be communicated.

3. Electronic data interchange

Electronic Data Interchange (EDI) - generally defined as electronic exchanges of structured business data between information systems is an essential requirement for efficient cooperation with the supplier, according to MITS. For this reason, all suppliers to the MITS Group are required to have electronic data telecommunication capabilities.

This type of transfer is generally viewed as a requirement for the service to be provided when orders are allocated.

As an alternative to EDI, suppliers can use the WebEDI internet application to communicate with MITS. In the WebEDI system, the data to be transmitted to business partners (release order, individual order etc.) is stored on a web server.

In exceptional cases (special orders, individual orders or if the expense of a data telecommunication connection is not justified by the delivery quantity), MITS orders may be sent by fax/e-mail.

All hardware and software required by the supplier, including the adaptation of the supplier's IT systems, shall be paid for by the supplier themselves.

4. Goods delivery and timeliness

Suppliers are obliged to comply with the delivery times and quantities of the order or the delivery schedule. The delivery deadlines are arrival deadlines at MITS's incoming goods department.

If the contractor (abbreviated to CN below) deviates from this, MITS is entitled to reject the deliveries and send them back at the expense of the CN, warehouse them temporarily at their expense or to accept them.

If part of or the entire shipment is not ready on the agreed date, the supplier must organise separate transport to MITS and coordinate this with the responsible planning manager, and bear all costs arising from this.

If a delayed delivery by the supplier requires replanning of the manufacturing process at MITS, additional costs which occur as a result of the required replanning, such as setup or handling costs, can be charged onwards to the supplier. Replanning shall be coordinated with the supplier.

If a delayed delivery by the supplier results in production downtime at MITS, MITS is entitled to invoice them for the additional expenses. These expenses
are defined as production downtime costs which shall be documented individually by MITS.

Special freight costs incurred by MITS shall be paid by MITS. For this, the supplier must commission a service provider selected by MITS. If this proves impossible, the costs incurred must be coordinated between the supplier and the MITS location, and recorded in writing.

MITS evaluates the timeliness and logistics performance in its supplier assessment.

5. Customs processing, origin of goods, statement on export restrictions

The supplier is responsible for obtaining the export release. All papers and documents required for international transport (in particular preference certificates) must be provided by the supplier at their costs and made available to MITS.

If questions or problems arise on the matter, the supplier is obliged to clarify them with the Customs department of MITS before the delivery is collected.

Contact:
Mr. Florian Hafner, Tel.: +49 711 501 42045, Mail: florian.hafner@mahle.com

We reserve the right to make recourse claims - in particular for claims for taxation and customs duties, including possible consequence from proceedings under the German Tax Code and other regulations - which accrue to us as a result of statements incorrectly completed by suppliers.

The supplier undertakes to specify the export code for each item on all delivery slips and invoices. Upon request, they shall formulate the code in accordance with European/German and American export law (yes/no), specification of the European/German export list number (AL), specification - for goods which are subject to American export law and the American Export Control Classification Number (ECCN). The commodity code and the country of origin under commercial law must be documented on the delivery slip and invoice at all times.
6. **Release order control, flexibility**

The following regulations only concern processing of orders which are made by scheduled delivery request.

Special release order control systems such as KANBAN, JIT, JIS etc. are agreed separately in each case.

1. Indicated backlogs must be delivered as an immediate requirement and refer to a prior scheduled delivery request. Where there are differences regarding the backlog quantity, the backlog stated by MITS is key.

2. If shipments other than the last deliveries are underway to MITS, these quantities must be offset against the next delivery instalment due.

3. MITS shall grant manufacturing releases for the 1st calendar month of the current release orders. After first month expires, the second month automatically becomes a set release order etc. Primary material can be planned for a further month. The target figures specified as an outlook are non-binding. MITS is entitled to change the delivery quantity in accordance with its requirement.

4. If MITS does not receive a rejection of the order by the supplier within 3 working days, the order shall be considered accepted.

As standard, the supplier must expect continuous increases/decreases in quantity based on the average weekly capacity within a lead-time of one month. If MITS makes deviating demands on the capacity flexibility of the supplier, they will be agreed separately.

7. **Packaging**

7.1 **General packaging requirements**

All material must be packaged such that the transport type specified by MITS or agreed does not result in any damage to the transported goods and such that they can be warehoused effectively or provided to the manufacturing process without repackaging.

The packaging guideline (download via Internet) and the individual packaging rules agreed for the supplier apply. If the supplier fails to comply with the agreed packaging, MITS reserves the right to charge the supplier for the resulting handling and repackaging costs. Deviations in justified cases must be agreed with the corresponding contacts in good time. A corresponding remark must be entered in the delivery slip.
MITS prefers re-usable packaging, which should therefore be used by suppliers where possible.

Emptyes owned by MITS will be provided to the supplier. The provision shall be implemented as a direct exchange or via separate delivery. MITS and the supplier will examine the stock of empties each year as part of the main annual inventory.

The supplier must ensure that all carriers are kept in a problem-free and clean condition, and that MITS is informed of damaged frames or frames in need of repair without delay. The costs shall be borne in accordance with the costs-by-cause principle.

The supplier undertakes to use environmentally-friendly packaging which permits re-use or low-cost disposal. Polystyrene chips are not permitted packaging materials.

Corrosion protection (unless specifically required in the drawings or specifications/quality standards) must be specified by the supplier in accordance with the known sensitivity of their products. The selected protection method may not interfere with the functionality and the use options of the products. The protection used must be residue-free and economical to remove and dispose of. VCI materials can be used if it is ensured that the protection will last for the prescribed storage period, or that the product to be protected, parts thereof and individual materials are not adversely affected.

Parts sets combine individual parts of a delivery unit to a logistical unit, i.e. the set must be grouped under a single set number. Sets must be packaged in a single carrier; different sets may not be mixed on one carrier. The requirements for packing lists, identification, delivery slip etc. apply accordingly here. Mixtures, i.e. different parts numbers in a single outer packaging, are not permitted.

### 7.1.1 General packaging requirements for welded assemblies and frame parts for cooling units in railway vehicles.

The following criteria must be observed when selecting a load carrier:

1. The dimensions are to chosen in a way that the load carrier protrudes by at least 10 cm on all sides
2. The dynamic bearing load of the load carrier is at least equal to the weight of the goods being transported.
3. The load carrier must be designed in such a way that both it and the goods being transported can survive being loaded and unloaded by fork-lift truck or
crane at least ten times, as well as being transported over a distance of at least 1,500 km, without suffering any damage.

(4) The transportation safety device must prevent the transported goods from sliding without damaging them.

(5) The load carrier may only be used after MITS has been consulted and given its approval.

(6) Returnable load carriers should be used if quantities permits.

7.2. Overseas packaging

For overseas shipping, wooden boxes or wooden pallets with cardboard containers which meet the requirements for stackability, transport load resistance, import requirements for wooden packaging (IPPC standard) etc. must be used.

Figure 1: Disposable packaging options for international transport

7.3 Mahle Behr standard container types

In general, MITS uses re-usable carriers made of recyclable materials in Europe. The plants shall only accept delivery of the following packaging, whereby in general, the packager/sender is liable for the quality of the product delivered. The small carrier container system (Multipack) is based on a purchase-sales system and is described in a separate guideline which can be downloaded at www.mahle.com Purchasing / Guidelines & documents.
• **Multipack small carrier**

Fig. 2

**Technical data for Multipack MU4 (SNR BT00380)**

- External dimensions: 600 x 400 x 330 mm, with lid 344.25 mm
- Useful internal dimensions: 531 x 341 x 325 mm
- Upper internal dimensions: 559 x 369 mm
- Stacking dimensions: For stacking above one another 335.25 mm
  For stacking into one another 84.00 mm
  (Lid is in small carrier)
- Weight:
  - Small carrier: 2.7 kg
  - Lid: 0.7 kg
- Workload: 20 kg static/ 15 kg dynamic
- Extra load: 150 kg static/ 120 kg dynamic

Fig. 3

**Technical data for Multipack MU5 (SNR BT00013)**

- External dimensions: 600 x 400 x 217.5 mm, with lid 232.5 mm
- Useful internal dimensions: 541.8 x 351.8 x 213.5 mm
- Upper internal dimensions: 559 x 369 mm
- Stacking dimensions: For stacking above one another 223.5 mm
  For stacking into one another 74.6 mm
  (Lid is in small carrier)
- Weight:
  - Small carrier: 2.1 kg
  - Lid: 0.7 kg
- Workload: 20 kg static/ 15 kg dynamic
- Extra load: 150 kg static/ 120 kg dynamic
Technical data for Multipack MU6 (SNR BT00379)

External dimensions: 400 x 300 x 217.5 mm, with lid 232.5 mm
Useful internal dimensions: 351.8 x 241.8 x 213.5 mm
Upper internal dimensions: 367.1 x 257.1 mm
Stacking dimensions:
- For stacking above one another: 223.5 mm
- For stacking into one another: 74.6 mm
  (Lid is in small carrier)
Weight:
- Small carrier: 0.9 kg
- Lid: 0.5 kg
Workload: 20 kg static/ 15 kg dynamic
Extra load: 150 kg static/ 120 kg dynamic

Technical data for Multipack MU7 (SNR BT06501)

External dimensions: 300 x 200 x 154 mm with lid 166 mm
Useful internal dimensions: 238 x 150 x 143 mm
Upper internal dimensions: 267 x 175 mm
Stacking dimensions:
- For stacking above one another: 160 mm
- For stacking into one another: 43 mm
  (Lid is in small carrier)
Weight:
- Small carrier: 0.39 kg
- Lid: 0.16 kg
Workload: 5 kg static / 5 kg dynamic
Fig. 6

**Technical data for Multipack MU5L (SNR BT03073)**

- **External dimensions:** 600 x 400 x 217,5 mm with lid 232,5 mm
- **Useful internal dimensions:** 541,8 x 351,8 x 213,5 mm
- **Upper internal dimensions:** 559 x 369 mm
- **Stacking dimensions:**
  - For stacking above one another 223,5 mm
  - For stacking into one another 74,6 mm
  (Lid is in small carrier)
- **Weight:**
  - Small carrier: 2,25 kg
  - Lid: 0,80 kg
- **Resistivity:** 106 Ω
- **Colour:** black
- **Label:** "yellow hand"
- **Workload:** 20 kg static / 15 kg dynamic
- **Extra load:** 150 kg static / 120 kg dynamic

Fig. 7

**Technical data for Multipack MU6L (SNR BT05138)**

- **External dimensions:** 400 x 300 x 217,5 mm with lid 232,5 mm
- **Useful internal dimensions:** 351,8 x 241,8 x 213,5 mm
- **Upper internal dimensions:** 367,1 x 257,1 mm
- **Stacking dimensions:**
  - For stacking above one another 223,5 mm
  - For stacking into one another 74,6 mm
  (Lid is in small carrier)
- **Weight:**
  - Small carrier: 1,15 kg
  - Lid: 0,45 kg
- **Resistivity:** 106 Ω
- **Colour:** black
- **Label:** "yellow hand"
- **Workload:** 20 kg static / 15 kg dynamic
- **Extra load:** 150 kg static / 120 kg dynamic
**Technical data for multipack CP3 (SNR BT05815)**

- **External dimensions:** 800 x 400 x 323 mm, with lid 338 mm
- **Useful internal dimensions:** 700 x 330 x 310 mm
- **Upper internal dimensions:** 739 x 369 mm
- **Stacking dimensions:**
  - For stacking above one another: 336.00 mm
  - For stacking into one another: 84.00 mm
  (The lid is stacked separately on the pallet)
- **Weight:**
  - Small carrier: 3.14 kg
  - Lid: 1.34 kg
- **Workload:** 20 kg static/ 15 kg dynamic
- **Extra load:** 200 kg static/ 150 kg dynamic

---

**Euro-Pool skeleton container**

- **Article number:** 804040
- **Designation:** Skeleton container pallet
- **Material:** Steel
- **Colour:** Grey
- **Weight:** 85 kg
- **Stackable:** 5
- **Workload:** 915 kg
- **Use:** General
- **External dimensions in mm**
  - Length: 1240
  - Width: 835
  - Height: 970
- **Internal dimensions in mm**
  - Length: 1180
  - Width: 780
  - Height: 780
Flat euro-pallet

- Article number: 804562
- Designation: Flat euro-pallet UIC standard 435-2
- Material: Wood
- Colour: Natural
- Weight: 20 kg
- Workload: 1,000 kg
- Use: General
- External dimensions in mm:
  - Length: 1200
  - Width: 800
  - Height: 144

Large carriers by CHEP

- Article number: BT02184 (overseas) + lid BT02185
  BT03839 (Europe) + lid BT03840
- Designation: Chep
- Material: PE
- Colour: Blue
- Weight: 62 kg
- Stackable: 4
- Workload: 600 kg
- Use: General
- External dimensions in mm
  - Length: 1200
  - Width: 1000
  - Height: 975
  - Folded height: 406
  - Internal dimensions in mm
  - Length: 1120
  - Width: 920
  - Height: 757
7.4 **Empties processing and empties accounting**

Unless regulated otherwise, once a month an adjustment of the account balances and postings will be done with the forwarder or with the supplier (depends on the Incoterms).

If no objection is made to the plant responsible for the postings, the documented posting stocks shall be deemed to have been accepted. Correction notes must be submitted in writing to the responsible MITS plant. The documents must include corresponding posting documents and copies of the delivery slips, corrected data telecommunication logs, bills of lading.

Unless agreed otherwise, the supplier shall organise and pay for returning the empties.

Exchange criteria for Euro-Pool skeleton containers and flat euro-pallets can be downloaded at www.gpal.de.

7.5 **Special carriers, packaging material**

The supplier is responsible for developing and financing special carriers. MITS shall provide the supplier with the technical specification for this (e.g. fire safety requirements, transport and technical production requirements) and quality requirements for material and design.

Each new special carrier and each change to special carriers must be coordinated with and approved by MITS. The supplier shall bear the costs of development. The investments required and their depreciation, the maintenance, cleaning and upkeep of the special carriers shall be agreed in writing in accordance with a coordinated refinancing model. The exact formulation of the contract for financing the special carriers shall be developed individually on conclusion of the contract. The resulting costs must be charged onwards in accordance with the agreements with MITS.

The costing for this must always be revealed. A jointly defined range and demand-oriented container quantity planning must form part of this costing. The supplier is responsible for obtaining the container in good time for the start of production.

Disposable packaging for protecting parts shall always be developed and paid for by the supplier. Universal carriers with re-usable custom inserts shall be deemed to be special carriers. In general, the supplier is responsible for developing and financing these universal carriers with custom inserts - the exact formulation of the contract must be drawn up for individual cases.
7.6 Carrier use and quality

In principle, the following applies:

Carriers may only be used for the products ordered by MITS.

Carriers may not be used for purchasing and storing raw materials, individual parts, semi-finished parts etc.

The use of carriers for pre-production is generally not permitted. Deviations must be expressly approved in writing by MITS (article number, carrier type, number of carriers, duration of the permitted deviation). Sub-suppliers also shall not be supplied with carriers financed directly or indirectly by MITS.

Damaged carriers circulated by the supplier shall either be rejected by MITS or the costs for their repair/replacement shall be charged to the supplier. Should the supplier receive damaged empties from MITS, the MITS organisational unit must be informed without delay.

8. Shipping concept

8.1 Transport processing

Unless agreed otherwise, all quotes and contracts by the supplier shall be drawn up or concluded in accordance with the delivery terms for “FCA, named destination” or “DDU, destination” (in accordance with Incoterms 2000) or “FCA, named destination” or “DAP, destination” (in accordance with Incoterms 2010). The rules for transport shall be determined as a routing order specified by MITS.

Should the supplier commission a shipping company themselves, the freight company is responsible for ensuring that the trucks are equipped in compliance with the legal standard. The freight company shall ensure that only properly employed driving staff is used to provide the services (in particular in accordance with Arts. 7b, c of the German Road Haulage Law [GüKG]).

Loading, including the devices for securing the load, must be stowed and secured such that falling over, rolling back and forth or falling down and thus damage to the goods is ruled out.

The trucks must be loaded sorted in accordance with the unloading points.

It must be ensured that the trucks can be unloaded at MITS or an unloading point specified by MITS using standard industrial trucks.
8.2 Transport damage

The goods must be packaged safe for transport and handed over to the freight company.

MITS must be informed of specific loading and unloading conditions (crane fixing points must be identified) in good time. If the goods are damaged during transport, the contractor and the shipping company will be informed in writing immediately by MITS. The damage is documented in the bill of lading and by corresponding photos.

MITS has its own transport insurance and does not need insurance coverage of the goods during transport. (customer does not accept insurance cover).

8.3 Temperature and hazardous goods transport

The rules for transporting temperature-guided and hazardous goods must be observed. The supplier is liable for all damage resulting from a failure to observe the legal regulations.

As a distributor of hazardous materials, the supplier is responsible for classification, using a permitted transport method and obtaining a transport permit.

As the loader / sender, the supplier must observe the applicable regulations for transporting hazardous goods. Only type-tested, authorised packaging approved by MITS may be used for transport. Data sheets, permits required etc. must be made available to the transport company in good time before shipping.

9. Identification and accompanying documents

In any case, all deliveries must be labelled such that all products can be clearly identified. Initial samples and just-in-time deliveries must be identified distinctly as such. The best before date must be specified for perishable goods. All invalid labels must be removed.

Special handling information (e.g. “Keep dry”, “Do not drop”) must also be affixed in symbol form. Information on stackability is also required.

Goods labels in accordance with VDA Standard 4902 Version 4 must be used. The goods labels must be attached such that they are clearly visible from outside and may not exceed the dimensions of the packaging. Sample goods labels including detailed field descriptions are illustrated below.
Fig. 12 Sample single label in accordance with VDA 4902, Version 4

Fig. 13 Sample small carrier label for Multipack boxes (VDA)
The goods label must contain the following data:

<table>
<thead>
<tr>
<th>Field name</th>
<th>Content</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Short name of recipient</td>
<td>Plant + location</td>
<td>Mahle Industrial Thermal Systems GmbH 70469 Stuttgart Germany</td>
</tr>
<tr>
<td>(2) Unloading point – Warehouse position - Use key</td>
<td>Unloading point if prescribed</td>
<td>Stuttgart plant</td>
</tr>
<tr>
<td>(3) Delivery slip no.</td>
<td>Number the supplier allocates to the delivery slip</td>
<td>LS123456</td>
</tr>
<tr>
<td>(4) Supplier address</td>
<td>Abbreviated address</td>
<td>A Sender, Plant, 11111 Deliverytown</td>
</tr>
<tr>
<td>(5) Net weight</td>
<td>Weight of the package without carrier in (kg)</td>
<td>43 kg</td>
</tr>
<tr>
<td>(6) Gross weight</td>
<td>Weight of the package including carrier in (kg)</td>
<td>158 kg</td>
</tr>
<tr>
<td>(7) Number of packages</td>
<td>Total of all packages handed over to the freight company</td>
<td>5</td>
</tr>
<tr>
<td>(8) Customer article no.</td>
<td>8-digit Mahle ID number</td>
<td>CB236</td>
</tr>
<tr>
<td>(9) Fill quantity</td>
<td>Actual fill quantity of the ID no. in the package</td>
<td>100 units</td>
</tr>
<tr>
<td>(10) Delivery, service name</td>
<td>Name of the goods</td>
<td>Oilig trough</td>
</tr>
<tr>
<td>(11) Supplier article no.</td>
<td>The article number of the supplier</td>
<td>ABC123</td>
</tr>
<tr>
<td>(12) Supplier no.</td>
<td>ID number which Mahle assigns to the supplier</td>
<td>30011</td>
</tr>
<tr>
<td>(13) Date</td>
<td>The shipping date of the goods</td>
<td>26.04.2016</td>
</tr>
<tr>
<td>(14) Revision status/design</td>
<td>ID number which the customer assigns to a sample version</td>
<td>24.04.458</td>
</tr>
<tr>
<td>(15) Package number</td>
<td>ID number allocated by the manufacturer to a package</td>
<td>000001 Europallet</td>
</tr>
<tr>
<td>(16) Batch number</td>
<td>Order number of Mahle</td>
<td>4502298448</td>
</tr>
</tbody>
</table>

The goods label is slid into the card pocket/clamping plate provided for this purpose.

Fig.16 Card pocket/clamping plate

If there is no card pocket/clamping plate, the goods label must be secured with 4 adhesive dots in each corner. You must ensure that all information on the goods label remains visible.

As an alternative on carriers made of steel, a self-adhesive accompanying plastic document envelope in DIN C5 format or a wire holder pocket can be used.
Gluing may not be spread over the entire surface. MITS will charge the supplier for removing labels glued over the entire surface.

Exception:
To identify Multipack containers, approved self-adhesive goods labels may be obtained at ATE, Z.A. Nord du Val de moder, 67350 Niedermodern, France (tel +33 (0)388055040, fax +33 (0)388055049). Suppliers may also use adhesive dots to secure the goods labels.

Delivery documents (delivery slips, bills of lading, export documents, certificates, test reports etc.) must be attached to the goods.

Deliveries without complete documents or labelling can be rejected at the expense of the supplier or MITS can claim additional expenses.

As a rule, the following accompanying documents are expected:

- Delivery slip in accordance with DIN 4991 in duplicate and data telecommunication goods issue slip in accordance with VDA 4912
- Freight order
The driver receives a stamped copy as a confirmation of receipt to document the delivery. However, the goods are accepted with reservation.

A sample delivery slip including detailed field descriptions is illustrated below. Note in particular that delivery slips cannot be registered without container information, and can even result in incorrect container stock, which leads to difficulties in incoming goods and container control and supply. This means that no payment or correct accounting can be made. As a rule, MITS reserves the right to refuse to accept deliveries if the delivery documents are missing or incomplete, or to invoice the supplier for additional expenses as a processing fee.
**Lieferschein**

<table>
<thead>
<tr>
<th>Nr / Datum</th>
<th>80054011</th>
<th>03.02.2004</th>
</tr>
</thead>
</table>

**Versandanschrift**

**Speditions- LKW**

**Bedingungen**

<table>
<thead>
<tr>
<th>Speditions- LKW</th>
<th>Sped. Fiege</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frei Haus</td>
<td>Frei Haus</td>
</tr>
</tbody>
</table>

**Währung**

<table>
<thead>
<tr>
<th>Markierung - Verpackungsart/-mengen - Warenart (Nr) - Gewicht (Brutto/Netto) - Volumen (m³)</th>
</tr>
</thead>
</table>

Zeichen der Bestellers: MDI 43

Bestell-Nr./Datum: 0040932/27.01.2004

Gesamtgewicht in KG

Brutto: 108,8

Netto: 70,5

Abteilung des Versenders: Vertrieb

Hausruf: 180

Auftrags-Nr. des Versenders: 10970

<table>
<thead>
<tr>
<th>Pos.-NR</th>
<th>Menge und Einheiten</th>
<th>Empfängervermerk Menge</th>
<th>Vermerke</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>085.911 - 142</td>
<td>1.500 St.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>FUELLSTUZTENBECHER ZN 2311R</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Kundenartikelnummer 000321</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Multipack 5 (MUS)</td>
<td>3 ST</td>
<td></td>
</tr>
<tr>
<td></td>
<td>BT00013</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Euro-Palette</td>
<td>1 ST</td>
<td></td>
</tr>
</tbody>
</table>

**Eingangsvermerk**

Mengenprüfung

Güteprüfung/Bericht

Empfänger

Rechnungsprüfung

**Datum**

**Name**

**Fig. 19 Sample delivery slip in accordance with DIN 4991**
The delivery slip must contain the following information:

<table>
<thead>
<tr>
<th>Field name</th>
<th>Content</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Recipient (compulsory information)</td>
<td>Address of the recipient (the customer)</td>
<td>Behr GmbH &amp; Co. KG Stuttgart Mühlacker plant</td>
</tr>
<tr>
<td>(2) Delivery slip number (compulsory information)</td>
<td>The delivery slip number may not be more than 8 digits and must be numerical (no symbols). The number may only be used once a year.</td>
<td>80054011</td>
</tr>
<tr>
<td>Shipping date (compulsory information)</td>
<td>Date delivery is actually shipped (not date of issue)</td>
<td>03.02.2004</td>
</tr>
<tr>
<td>(3) Supplier number and sender address (compulsory information)</td>
<td>The supplier number must correspond to the specification from the order or release order.</td>
<td>Supplier number: 48937 Sample Co. Ltd. in Industrial estate, 00000 Samptown 48937</td>
</tr>
<tr>
<td>(4) Shipping address (optional information)</td>
<td>Address of the recipient, if it differs from the order address</td>
<td></td>
</tr>
<tr>
<td>(5) Transport details (compulsory information)</td>
<td>The shipping type must be specified here, and the name and number of the shipping company where applicable.</td>
<td>Shipping company truck Fiege shipping company</td>
</tr>
<tr>
<td>(6) Delivery conditions (optional information)</td>
<td>Specification of the delivery terms</td>
<td>Prepaid / not prepaid</td>
</tr>
<tr>
<td>(7) Other information (compulsory information)</td>
<td>• Orderer code&lt;br&gt;• Order no. / date&lt;br&gt;• Additional data of the orderer, information regarding the goods group from the order or release order&lt;br&gt;• Department of the sender&lt;br&gt;• Internal call&lt;br&gt;• Order number of the sender&lt;br&gt;• Total weight in KG (gross), the data refers to the scope of delivery of a delivery slip number described in the item section.&lt;br&gt;• Total weight in KG (net)</td>
<td>MDI 43 0040932 / 27-01.2004 WG 31&lt;br&gt;Sales -180&lt;br&gt;16970&lt;br&gt;108,8&lt;br&gt;70,5</td>
</tr>
<tr>
<td>(8) Article number (compulsory information)</td>
<td>Name of the delivery/service. See the order/release order for the name of the goods. For goods with article numbers, this is the part name or the item</td>
<td></td>
</tr>
<tr>
<td>(9) Quantity + units (compulsory information)</td>
<td>Only one quantity may be entered per item.</td>
<td></td>
</tr>
<tr>
<td>(10) Packaging details / carrier information (compulsory information)</td>
<td>Details on the packaging and delivered part quantities must be specified per packaging unit in accordance with the sample delivery slip.</td>
<td></td>
</tr>
</tbody>
</table>
10. Logistics quality

10.1 Logistics problems

Problems are defined as failure to comply with the agreed terms. MITS documents problems with attest report.

MITS sends the test report to the supplier immediately for a statement. The supplier must respond with a statement by the next working day at the latest. MITS can also specify in the test report that an 8-D report is required. If this is the case, the supplier must start processing the 8-D report immediately.

MITS prescribes a digital format for the 8-D reports, which must be used by the supplier.

75 min shall be invoiced for the expenses of drawing up a test report and organising emergency logistics measures. The costs are based on the current hourly rate of € 48. Other claims shall remain unaffected by this.

10.2 Process for damaged and missing parts

The following measures are taken for delivery complaints due to damaged or missing parts (zero kilometre parts, not warranty parts):

1. MITS shall inform the supplier in advance orally or in writing.

2. MITS shall inspect the goods for qualitative faults and damage in coordination with the supplier for usability after reworking or scrapping or returning the goods.

3. Depending on the supply situation, MITS shall decide whether a special trip for supplying missing parts is necessary or not. The costs for this trip must be paid by the party that caused it.

10.3 Faulty deliveries

In the cases specified below, MITS reserves the right to return the goods at the expense of the supplier. Alternatively, MITS shall have the goods scrapped in coordination with the supplier and depending on the value of the goods, at the expense of the supplier (see also Chapter 10.2 Process for damaged and missing parts). In either case, MITS shall inform the supplier beforehand in writing or orally.

Faulty deliveries include:
Excess deliveries
Excess deliveries shall be deemed to occur when the delivered quantity exceeds the ordered quantity (but corresponds to the quantity on the delivery slip).

Over-deliveries
Over-deliveries shall be deemed to occur when the delivered quantity exceeds the quantity on the delivery slip.

Early deliveries
Early deliveries shall be deemed to occur when delivery is made before the set delivery date.

Incorrect deliveries
An incorrect delivery shall be deemed to occur if goods other than those ordered (incorrect item) is delivered or unloaded at the wrong location.

Deliveries without orders

Quality faults
Quality faults shall be deemed present if the delivery does not meet the quality standards defined by MITS.

11. Emergency / Emergency concept

The supplier’s management team is obliged to draw up emergency plans in the event of problems, e.g. for technical faults, capacity bottlenecks, quality problems, and to take and coordinate with MITS corrective and preventative measures such that the problems cannot have a lasting effect on MITS’s processes. The fault must be reported to the corresponding MITS plant without delay by the party which causes it.

Fundamentally, the emergency plan contains measures and dates for rectifying the problem. The emergency concepts must be coordinated with MITS before the first delivery.

MITS also expects their suppliers to take measures to guarantee supply in the abovementioned exceptional cases. For this purpose, suppliers must keep reserve stock or use a flexible production model.

The alternative selected must be presented credibly during the quality audit and must be revealed at any time upon request by MITS. If the agreed measures prove to be insufficient, MITS reserves the right to demand that reserve stocks be set up.
The supplier is obliged to inform the responsible planning manager at MITS of any supply bottlenecks and unforeseeable events during transport without delay and suggest a practicable solution to the supply problem.

Should the delivery to MITS be endangered as a result of an event (e.g. truck-crash, production downtime, catastrophe, etc.), the supplier must initiate a delivery from their reserve stock without delay. Where applicable, upon coordination with the responsible planning manager at MITS, an additional delivery must be made in smaller transport units at the expense of the supplier if this is the only way to prevent production stoppage at MITS.

If part damage is not noticed until they reach MITS, the supplier must also be in a position to make additional delivery from their reserve stock without delay, if upkeep of production at MITS cannot otherwise be guaranteed.

The supplier shall ensure that all parts are supplied in accordance with the delivery schedule during their planned plant closures or other events/problems which occur in their company at no extra cost to the customer.

12. Changes / final provision

If necessary, additional agreements on the logistics guideline can be made at any time.

The logistics guideline is subject to changes and adjustments. For this reason, the latest version is always valid and can be downloaded on our website www.mahle.com. All changes are documented in the change documentation.

13. Severability clause

Should individual provisions of this agreement prove to be invalid, the validity of the remaining provisions of this contract shall not be affected. The contract partners undertake to change the invalid provisions such that they are legally permitted and are as close as possible to their original commercial purpose. This shall apply even if individual provisions contradict the regulations of the EC/EU and or the laws of the corresponding country.
14. Change Documentation

<table>
<thead>
<tr>
<th>Release</th>
<th>Date</th>
<th>Editor</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>V 1.5</td>
<td>25.05.2009</td>
<td></td>
<td>Original</td>
</tr>
<tr>
<td>V 1.6</td>
<td>25.06.2010</td>
<td>T. Illg / BI-LO42</td>
<td>Multipack and parameters for commercial data exchange added</td>
</tr>
<tr>
<td>V1.7</td>
<td>10.09.2010</td>
<td>T. Illg / BI-LO42</td>
<td>Packaging information for welded assemblies</td>
</tr>
<tr>
<td>V2.0</td>
<td>08.02.2011</td>
<td>T. Illg / BI-LO42</td>
<td>Change of company name</td>
</tr>
<tr>
<td>V2.1</td>
<td>12.07.2011</td>
<td>T. Illg / BI-LO42</td>
<td>Business hours goods receipt</td>
</tr>
<tr>
<td>V2.3</td>
<td>04.02.2014</td>
<td>T. Illg / BI-LO42</td>
<td>Change of company name</td>
</tr>
<tr>
<td>V2.4</td>
<td>26.11.2014</td>
<td>T. Illg / ITPL2</td>
<td>New business hours App. 3</td>
</tr>
<tr>
<td>V2.5</td>
<td>10.06.2015</td>
<td>T. Illg / PT0PL2</td>
<td>New logo, hint packaging guideline</td>
</tr>
<tr>
<td>V2.6</td>
<td>03.08.2016</td>
<td>T. Illg / PTL2</td>
<td>Field descriptions VDA 4902, Business hours Hilbersdorf and Reichenbach, Correction “Empties processing”, Correction “Changes/final provision”</td>
</tr>
<tr>
<td>V2.7</td>
<td>04.05.2017</td>
<td>T. Illg / PTL2</td>
<td>Elimination of MITS Reichenbach</td>
</tr>
</tbody>
</table>
## Appendix 1: List of contacts

<table>
<thead>
<tr>
<th>Contacts at the supplier</th>
<th>Name</th>
<th>Telephone Fax</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central office number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Process manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incoming goods</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality assurance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contacts at MITS</th>
<th>Name</th>
<th>Telephone Fax</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central office number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Logistics management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Process manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Production management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shipping</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality assurance</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix 2: Commercial data exchange

<table>
<thead>
<tr>
<th>Contact for Commercial Data Exchange (EDI)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: MAHLE Industrial Thermal Systems GmbH &amp; Co. KG</td>
<td></td>
</tr>
<tr>
<td>Street: Heilbronner Straße 380</td>
<td></td>
</tr>
<tr>
<td>ZIP code: 70469</td>
<td></td>
</tr>
<tr>
<td>City: Stuttgart</td>
<td></td>
</tr>
<tr>
<td>Software/EDI Service Provider: SAP Business Network</td>
<td></td>
</tr>
<tr>
<td>Availability: 24h</td>
<td></td>
</tr>
<tr>
<td>Local Contact Application System: Ingeborg Stracke</td>
<td>Substitute: Georg Maier</td>
</tr>
<tr>
<td>Address: MAHLE International GmbH</td>
<td>MAHLE International GmbH</td>
</tr>
<tr>
<td></td>
<td>Pragstr. 26 - 46</td>
</tr>
<tr>
<td></td>
<td>70376 Stuttgart</td>
</tr>
<tr>
<td>Phone: +49 711 501 12985</td>
<td>+49 711 501 13645</td>
</tr>
<tr>
<td>Fax: +49 711 501 12006</td>
<td>+49 711 501 4413645</td>
</tr>
<tr>
<td>eMail: <a href="mailto:ingeborg.stracke@mahle.com">ingeborg.stracke@mahle.com</a></td>
<td><a href="mailto:georg.maier@mahle.com">georg.maier@mahle.com</a></td>
</tr>
</tbody>
</table>
## Appendix 3: Business hours goods receipt

<table>
<thead>
<tr>
<th>Company</th>
<th>Goods Receipt</th>
<th>Business Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAHLE Industrial Thermal Systems GmbH &amp; Co.KG</td>
<td>Mauersstr. 3 70499 Stuttgart</td>
<td>Monday – Thursday 07:00 - 14:30</td>
</tr>
<tr>
<td></td>
<td>Dr.-Manfred-Behr-Straße 1 74523 Schwäbisch Hall</td>
<td>Monday – Thursday 07:30 - 15:30</td>
</tr>
<tr>
<td></td>
<td>Außenlager Schmitt Logistik in den Datzenläckern 1-5 74511 Velberg-Talheim</td>
<td>Monday – Friday 07:00 - 15:30</td>
</tr>
<tr>
<td></td>
<td>Gewerbepark 2 08498 Heinsdorfgrund</td>
<td>Monday – Thursday 06:00 - 15:00</td>
</tr>
<tr>
<td></td>
<td>Ernst-Thälmann-Str. 27 08499 Mryau</td>
<td>Monday – Friday 06:00 - 14:00</td>
</tr>
<tr>
<td></td>
<td>Altomstraße 8 09627 Bobritzsch-Hilbersdorf</td>
<td>Monday – Friday 07:00 - 15:00</td>
</tr>
</tbody>
</table>