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1 Packaging / Dispatch

1.1 General

After signing of the contract the Contractor shall designate a responsible person in charge/coordinator with all means of communication being responsible for the dispatch handling of this project at the Contractor.

Any data exchange shall preferably be by e-mail (with Excel/Word and Adobe attachments), where no original documents must be exchanged.

The Client provides the Contractor with a detailed project related specification (hereinafter called "Shipping instructions") for dispatch handling approx. 6 weeks prior to the delivery date. The shipping instructions contain detailed instructions as to the required files or forms mentioned below. The Contractor must fully comply with these shipping instructions.

The Contractor shall establish a preliminary colli list of containers 4 weeks after signing of contract at the latest and unsolicited made available to the Client by Contractor.

In case the scope of delivery of the Contractor also contains hazardous materials, the Client shall be promptly notified accordingly on kind, quantity, packing unit and by enclosing all completed hazardous material documents.

Three weeks prior to the agreed delivery date and according to the agreed basis of delivery the Contractor shall establish a project single part list / specific packing list with all individual components related to the shipment and send it to the Client in accordance with the shipping instructions of the Client. The Client will provide the Contractor with Excel/Word files together with the shipping instructions for the creation of labels for the marking of delivery items and for the creation of the packing lists and weight lists.

At the time of loading the Contractor shall provide all facilities and information, as e.g. points of balance, supports, mounting parts etc. required for a safe and appropriate loading or storage of the packages. This also includes marking of the delivery items or packages with international symbols (e.g. center of mass, suspension points, indication of load, locking points, danger of toppling over etc.).

The Contractor must load his scope of delivery in a state, which ensures a safe transport.

About three weeks prior to the agreed delivery date the parties shall agree whether the Client on the Contractor's site shall carry out packing. In this case the Contractor shall provide for staff, resources (rooms, sanitary equipment, cranes, fork lifts, tools, power, compressed air, etc.) free from charge for the Client and if necessary provide product specific details regarding packaging. Where these services must be effected out of working hours for reasons of schedule, this requires an agreement. The Contractor may not unreasonably withhold his consent. In this case Contractor shall provide any official permits where necessary.

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1.2 Preservation and packaging

Unless otherwise stipulated in this contract, the Contractor shall choose an economic and adequate packaging also from the point of view of transport, and he shall observe the relevant contractual and legal provisions, where applicable also those of the country of destination.

If packaging for a shorter transport route has not expressly been agreed, packing of the delivery items shall be carried out by the Contractor according to the agreed INCOTERMS clause, i.e. taking into account the transport modalities to the place of destination in the country of destination of the contractual end customer. The Contractor on principle shall effect a packaging that is appropriate for his delivery items and the strain to be expected in consideration of transport route, time of transport, multimodal means of transport if required, climate, transit countries, country of destination and place of destination, reloading and adequate intermediate and post-storage and which ensures a safe transport of delivery items or packaged goods; this also applies to deliveries in container. For packages to the place of destination also local requirements (e.g. phytosanitary standards) in the country of destination must be observed where applicable. Seaworthy package must be stackable. Irrespective of who is packing the parts, the Contractor must provide for preservation (e.g. protective coating for parts that have no final paint, preservatives for blanks etc.) of his delivery items for 12 months after delivery according to the country and place of destination stipulated in the contract.

For details on packaging specifications see the packing directives of the Association of wooden packaging – (Bundesverband Holzpackmittel) – Pallets – Export Packaging (HPE) e.V. The Contractor is solely responsible for the correct dimensioning and use of his packaging.

Each package or its content shall be marked according to the shipping instruction of the Client and identified. Handwriting is not permissible.

The Client anytime may carry out controls, even without announcing them, also together with experts (e.g. transport insurance carrier of the Client), during the packing process carried out by the Contractor for the equipment to be delivered by the Contractor, no matter at which place of packing. Furthermore the Client may request from Contractor digital photos of the labeled parts and the packed, marked and signed packages.

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1.3 Dispatch

Dispatch shall be carried out at Client's option according to the relevant issue of the INCOTERMS. This decision shall be made during the term of this Agreement – if not already stipulated in this Agreement. Dispatch shall be executed according to the shipping instructions of the Client. For FOB shipments, the same limit for transfer of perils and costs for containers and boxes shall apply, i.e. the ship's rail. The Client shall determine in his shipping instructions whether containers may be used.

In order to comply with the conditions of the contract with the end customer, the Contractor shall notify the Client in writing of his readiness for delivery and dispatch at the agreed delivery date 3 weeks prior to this date (indication of weights and volumes of shipment). The actual delivery must not deviate more than $\pm 10\%$ from the indicated weights and volumes of shipment, the Contractor shall take eventual dead freight or other extra costs incurred from a deviation beyond that, exempt from the normal freight costs.

The Contractor agrees to duly place into storage the subject of contract ready for shipping or in case of agreed partial deliveries the corresponding part of delivery, for up to 30 days beyond the agreed date of delivery free from charge for the Client in his plant or another suitable repository.

The individual parts/packages to be delivered shall be marked and numbered according to the shipping instructions of the Client.

For load dimensions exceeding the transit load dimension of the Deutsche Bahn AG or the load dimension of an articulated covered vehicle, load diagrams with precise statements of dimensions and weight must be submitted to the Client in time (8 weeks) before the intended shipment. In case of non-observance of this provision all expenses incurred from that shall be charged to the Contractor.

Direct deliveries by the Contractor to the end customer in any case must be agreed with the Client prior to shipment. This also applies for subsequent deliveries and for deliveries during installation, start-up and the warranty period, whether such deliveries have been requested by the staff of the Client or Contractor on the installation site or by the end customer directly at the Contractor. Any extra costs, customs duty and/or storage costs incurred by the non-observance of this provision are at the Contractor's expense.

The Contractor shall sign and mark each package minimum at two opposite sides according to the shipping instructions of the Client. Handwriting is not permissible.

The Contractor shall generate all documents according to the shipping instructions of the Client.

In case of an assignment for FOB transaction, the Contractor shall assign the same FOB carrier as the Client to ensure a standard FOB dispatch for the complete project. The Contractor will be informed on this FOB carrier approx. 3 weeks prior to the delivery date agreed by contract.

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1.4 Confirmation of collection

After his last delivery the Contractor will send the Client's shipping department a confirmation of collection confirming that his complete scope of supply has been picked up / delivered.