Logistics standard

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1. SCOPE AND PURPOSE

This company standard describes the procedure for the logistical connection of suppliers.

The company standard contains a complete list of all possible logistics concepts. This does not mean that suppliers have to implement all the logistics concepts listed. In principle, only the logistics concept applied by the supplier must be implemented in accordance with the regulations of the current logistics standard.

The scope of delivery includes either:

- a defined RMMV part number, i.e;
  - a unit (a pre-assembled set of parts assigned to a vehicle) or
  - an assembly (a pre-assembled scope of parts) or
  - an individual part

or

- a set, i.e. a picked and possibly pre-assembled set of parts without its own RMMV part number, but consisting of individual parts / assemblies with defined RMMV part numbers;

or

- a module, i.e. a pre-assembled scope of parts without its own RMMV part number, but consisting of individual parts / assemblies with defined part numbers.

If the scope of delivery is to be delivered in sequence, it is made up of a large number of individual part numbers and is referred to as a family. In this case, the scope of delivery comprises either:

- a unit / assembly / individual part family with defined RMMV part numbers of the units / assemblies / individual parts;
- a set or module family without defined RMMV part numbers for the sets / modules, but with defined part numbers for the assemblies and individual parts contained.

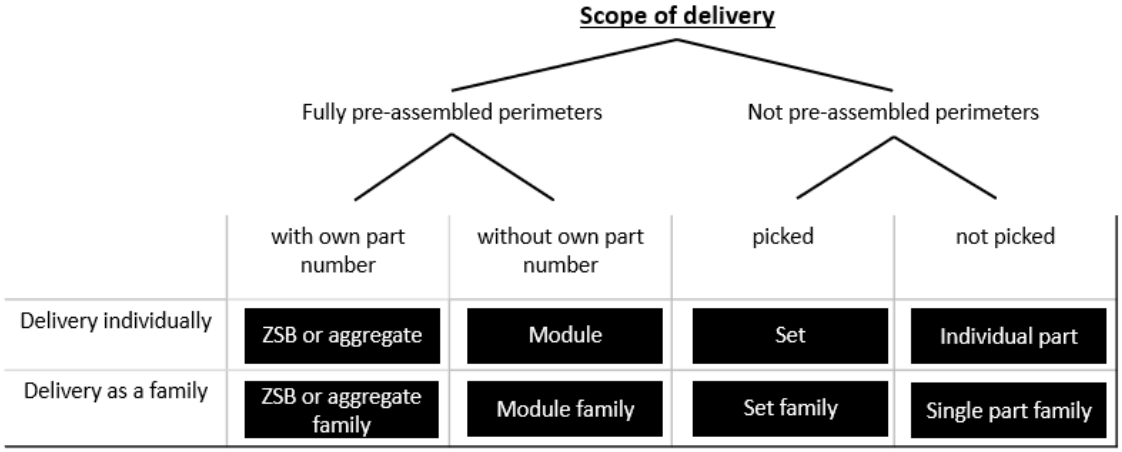

Figure 1: Typification of the scope of delivery

2. TERMS / ABBREVIATIONS

- DIN German Institute for Standardization
- EN European standard
- ISO International Organization for Standardization
- WN Factory standard
- RMMV Rheinmetall MAN Military Vehicles Österreich GesmbH and/or Rheinmetall MAN Military Vehicles GmbH
- VMI Vendor Mangament Inventory

3. PROCEDURE / TECHNICAL REQUIREMENT / SPECIFICATION

3.1. Communication with suppliers

In order to enable its suppliers to make contact quickly, RMMV informs suppliers of the key contact persons. In addition, RMMV provides its suppliers on request with an organization chart with all contact persons of the departments at management and clerk level. RMMV also expects its suppliers to name fixed contact persons.

3.1.1. Accessibility

As RMMV plants generally work in multiple shifts, RMMV suppliers must ensure that they can also be contacted outside normal office hours. For this purpose, the supplier shall designate a central contact point that is available for contact on working days from 6.00 a.m. to 6.00 p.m. CET / CEST if necessary. In cases of escalation, availability must also be ensured outside these times.

In the case of general requests for information from RMMV to a supplier, feedback must be guaranteed by 10 a.m. on the same working day or the following working day at the latest. If individual employees of the supplier are absent, it must be ensured that suitable replacement arrangements have been made.

In the case of escalation requests marked "urgent", e.g. due to an impending supply bottleneck, feedback is required within one hour. If the supplier is not yet able to make a final statement at this time, the supplier must provide the current status of information.

3.2. Logistics concepts

3.2.1. Overview of logistics concepts

RMMV integrates its suppliers into standardized material procurement processes. Among other things, the logistics concept defines the format and content of the delivery schedule / orders, whether the scope of delivery is to be delivered by type or sequenced, the location of stockpiling and the responsibility for inventory management. The logistics concept to be operated is defined by RMMV depending on the supplier's location and specifically for the scope of parts to be delivered and the RMMV receiving plant. A distinction is made between 3 logistics concepts (seeTable 1

Logistics concept	Designation	Offer Logistics costs required from supplier
STA	Standard warehousing, delivery according to delivery schedule	Yes, not necessary within the MTB regional forwarding agent system
JIS/JIT	JIS - sequential delivery, (Just in Sequence) JIT - on-time delivery, (Just in Time)	Yes
LAH	Specific processing according to logistics specifications	Yes

Table 1: Overview of logistics concepts

The parts-specific logistics concept and your direct logistics contact can be found in the inquiry documents. The required logistics cost quotations must be submitted to Procurement together with the A-price quotation (parts price based on FCA Incoterm 2010 incl. packaging). The supplier must provide a calculation of the logistics costs based on the logistics standard and the requested logistics concept.

Logistics concept STA - Standard

In the STA (standard) logistics concept, i.e. stock procurement, deliveries are made in accordance with the delivery schedule with warehousing.

Figure 1 shows the associated process for STA. As a rule, only universal charge carriers are used here.

Figure 1: Logistics concept STA (stock procurement) for supply with warehousing

a) Within the MTB area forwarding agent system, deliveries are made in accordance with Incoterm FCA (Free carrier), the freight costs are borne by RMMV. The logistics costs for land transportation should only be offered by the

supplier in exceptional cases (e.g. hazardous goods). RMMV reserves the right to request logistics cost offers during the inquiry process, depending on the supplier location and packaging concept.

b) For deliveries outside the regional forwarding agent system, delivery is made in accordance with Incoterm DAP (Delivered at Place).

Logistics concept JIS/JIT - Just-in-Sequence /Just-in-Time

In the JIS (just-in-sequence) logistics concept, the delivery volumes are called up, delivered and made available in sequence (pearl necklace). In the JIT (just-in-time) logistics concept, the parts are retrieved, delivered and made available by type and at the exact time. The associated processes are shown inFigure 2

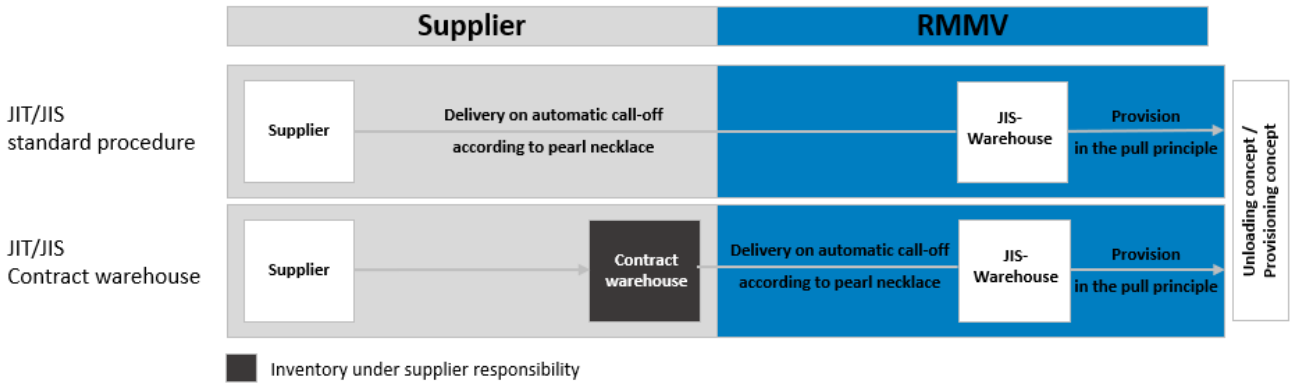

Figure 2: JIS / JIT logistics concepts for stockless direct delivery

LAH logistics concept - specifications

In the logistics concept LAH (specification sheet), the type of delivery is described and detailed in a specific specification sheet, e.g. VMI (Vendor Managed Inventory), delivery via a service provider, consignment warehouse or the use of special load carriers. The logistics costs are to br offered in accordance with the specific specifications and any calculation sheets contained therein.

Individual procurement

An individual procurement comprises the supply of RMMV with delivery scopes (e.g. prototypes) for which no delivery schedules exist and no framework agreements have been concluded. As a rule, the orders are one-off, possibly sporadic. Individual procurement can be carried out with or without warehousing.

3.2.2. Details of the logistics concepts

3.2.2.1 STA - Standard (stock procurement)

In inventory procurement, a warehouse level between the supplier and RMMV decouples the procurement market from production. RMMV is responsible for warehousing and inventory management. The supplier has the task of delivering the material by type in accordance with the call-offs transmitted by RMMV (see section3.4.1.4). For deliveries of goods subject to customs clearance, a safety stock must be stored in geographical proximity (transportation time less than 24 hours) to the RMMV receiving plant. The safety stock is stocked in accordance with the delivery standard "JIS / JIT standard procedure".

3.2.2.2 JIT / JIS standard procedure

JIS and JIT call-offs trigger the just-in-sequence or just-in-time delivery to the RMMV. The delivery is based on the production sequence in the assembly plants, which is created during the daily scheduling of customer orders (vehicles) per assembly line. In the JIS standard procedure, the delivery scopes are called off synchronously with production, i.e. in accordance with the production sequence, and are only to be delivered at the time at which they are to be installed. While the supplier in the JIT delivery must deliver by type and at the exact time, the supplier in the JIS delivery also maps the assembly sequence.

In the JIS / JIT standard process, RMMV only commissions its Tier 1 supplier. All processes are handled exclusively with this first-tier partner in the RMMV supply chain. The first-tier partner is solely responsible for commissioning upstream suppliers and procuring raw materials. Delivery from overseas is not provided for in the JIS / JIT standard process, as the distance or transportation time to the RMMV receiving plant is generally too great.

3.2.2.3 JIT / JIS contract warehouse

In the JIS / JIT contract warehouse delivery standard, RMMV only commissions its Tier 1 supplier. The supplier is obliged to stock a certain amount of the scope of delivery in geographical proximity to the RMMV receiving plant. The aim is to enable JIS / JIT deliveries despite long distances between the supplier and the RMMV receiving plant or fluctuating transportation times. The stock in the contract warehouse is the property of the supplier. Stocking can be carried out in the supplier's own warehouse or by a service provider commissioned by the supplier. Pre-assembly or logistics activities may also be carried out for the supplier in the contract warehouse or by the service provider. All services rendered are invoiced via the supplier's vendor number. The JIS / JIT delivery is dispatched from this contract warehouse.

For deliveries from non-EU countries, the supplier's contract warehouse is located within the EU. In the main leg, the supplier is responsible for customs clearance when crossing the border (see section3.5.7), repacking (if necessary), stocking the safety stock specified by RMMV in the contract warehouse (see section3.3.4) and, if necessary, sequencing or picking the delivery quantities. In the case of overseas delivery, this includes port handling. The supplier is only responsible for the physical transportation from the supplier to the contract warehouse if it is located outside MTB's regional forwarding network. If it is located inside, transportation to the contract warehouse shall be carried out by an area forwarding agent commissioned by MTB. The Supplier shall also be responsible for transportation from the contractual warehouse if the contractual warehouse is located outside the regional forwarding network.

3.2.2.4 LAH - Specifications

With a specific and mutually agreed logistics specification, the type of supply can be described and detailed, e.g. Vendor Mangament Inventory (VMI).

3.2.2.5 Individual procurement with / without warehousing

Individual procurement regulates the supply of RMMV with delivery scopes for which no delivery schedules exist. As a rule, the orders are one-off, possibly sporadic. RMMV is responsible for providing the supplier with all necessary requirements and information (delivery quantity, delivery date, packing lot, load carrier, packaging, labeling, transport service provider if applicable, delivery documents, etc.).

3.3. Planning and forecasting process

3.3.1. Demand forecast

With the requirements forecast, the supplier receives information about RMMV's future requirements for the scope of delivery to be supplied by it. The requirements forecast is non-binding for RMMV, does not authorize delivery and is independent of the delivery standard.

As requirements can only be planned with certainty once customer orders have been received, future requirements are partly forecast in order to prepare the requirements forecast. The order range is highly dependent on the economic situation, so that the proportion of forecast requirements varies. For this reason, requirements can fluctuate between the individual forecasts submitted. **As a rule, there is certainty of demand approx. 17 working days before the start of assembly of a vehicle.** At this time, RMMV fixes the orders (RMMV internally called "version") (seeFigure 3

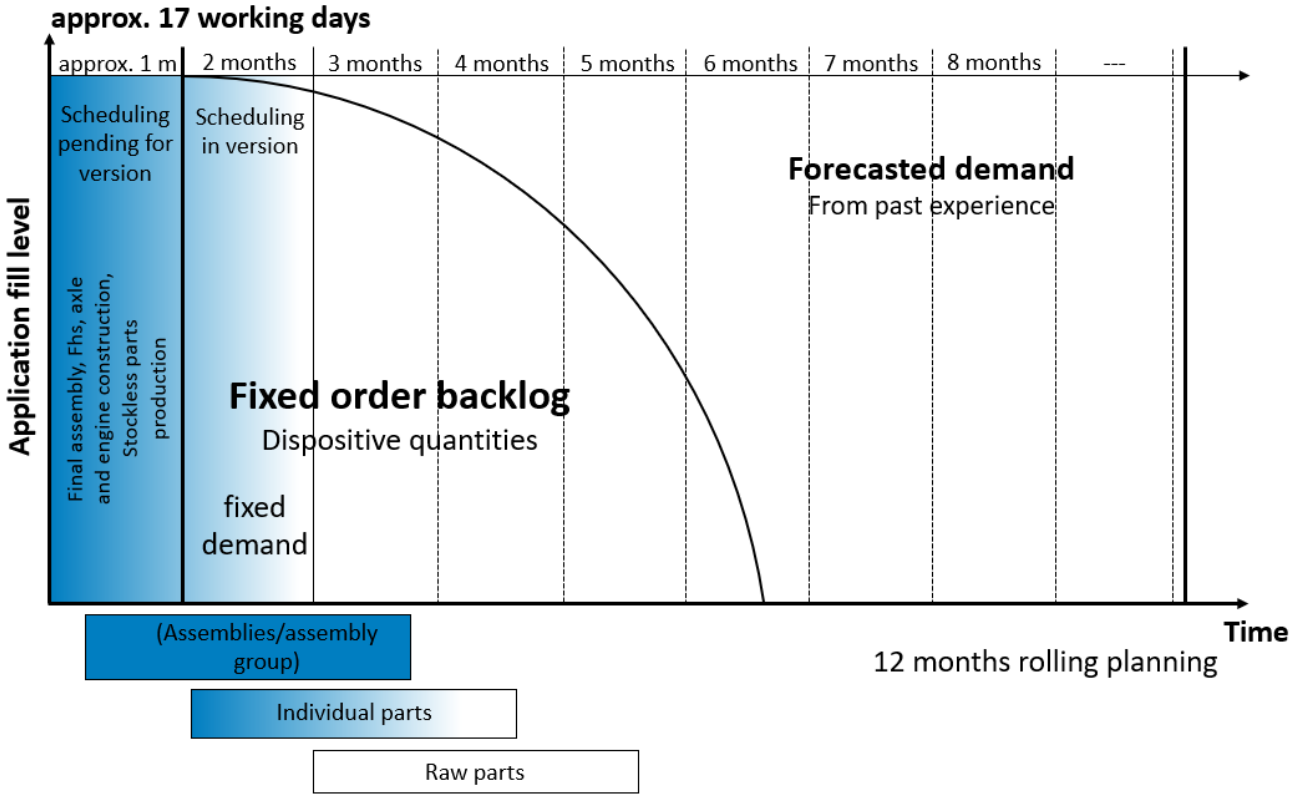

Figure 3: Long-term planning

Due to the necessary lead times for RMMV's internal deliveries and for the production of, for example, the main cab, axle and engine units, the permissible delivery time for the scope of delivery can sometimes be significantly shorter than the period of approx. 17 working days until the vehicle delivery date. For this reason, the short-term call-off fluctuations that arise when forecast orders are replaced by customer orders must be absorbed by safety stocks in the logistics chain and by flexibility on the supplier and RMMV side. If this is not possible in individual cases, the procedure for deviations from the delivery schedule must be carried out in accordance with the specification at3.4.4 .

Once the contract has been concluded, the supplier receives the requirements forecast for each RMMV location at that time. During operations, RMMV regularly transmits both the updated requirements forecast per part number for a forecast period of up to 12 months and the cumulative requirements per part number for each delivery date. The basis for the

requirements forecast in the formats VDA 4905 or EDIFACT DELFOR is the delivery schedule. The current requirements forecast applies.

If the preview is not received at the agreed time, the supplier must contact the responsible RMMV material manager immediately.

RMMV shall inform its suppliers of any changes in conditions that affect the supplier's processing. This applies in particular to changes to the working time model / shift operation and changes to production-free working days.

3.3.2. Frame, model mix, pearl necklace

In the RMMV assembly plants, the orders are finally assigned to a production day and a vehicle assembly line when they are fixed, the so-called "version", approx. 17 working days before vehicle assembly. The production order ("sequence") within these daily packages ("model mix") is fixed 3 to 11 working days before vehicle assembly line placement, depending on the location and area (seeTable 2). Similar to a "string of pearls", the orders are lined up in the exact assembly sequence (seeFigure 4). Sequences are formed for vehicle assembly, for the production and assembly of cabs, engines and axles as well as for some essential pre-assemblies.

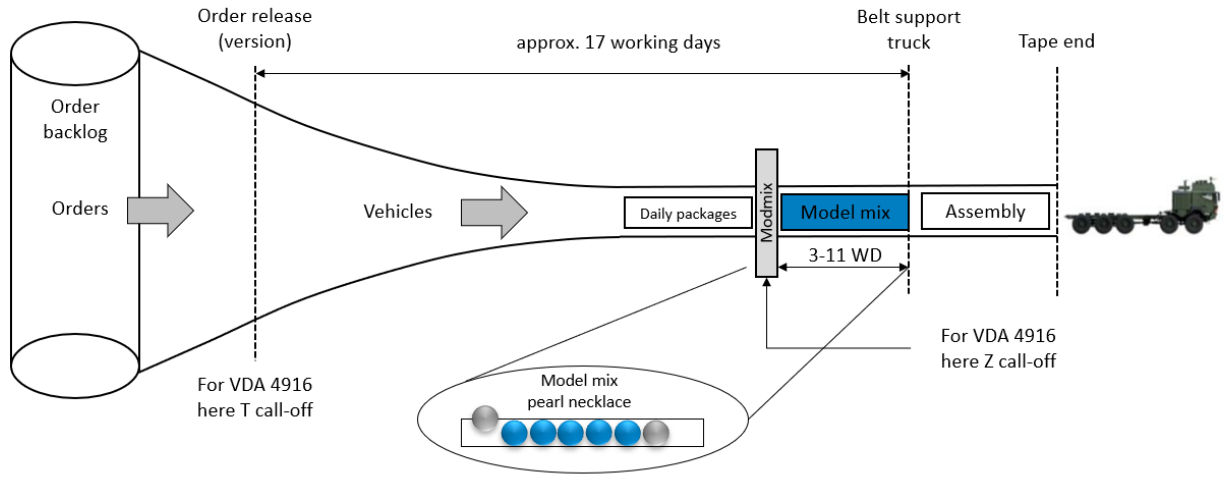

Figure 4: Time sequence for order scheduling

RMMV then plans the assembly sequences for the main engine, cab, front axle and rear axle units on the basis of the vehicle bead chain of the various assembly lines and the requirements of other external customers. This planning step generates the "assembly model mix". The lead times of the assembly model mix in regular operation, based on the respective assembly start date, are shown in the Table 2 . Temporary deviations are communicated separately.

Range	Receiving plant	Assembly line	Fixed area in the assembly sequence
Truck area	Vienna	Truck assembly	11 working days

Table 2: Time spans fixed assembly sequence (pearl necklace) of the plant

Due to the interlinking of the various assembly lines and the fixed order of the core assemblies to be delivered, a change in the sequence (e.g. due to supply bottlenecks) is associated with very high follow-up costs after the model mix. **The stability**

of the sequences is therefore the primary logistical objective, alongside security of supply. Strict adherence to the planned sequence is the only way to keep fluctuations in material requirements in the short term within narrow limits.

3.3.3. Capacity flexibility of the supplier

Each supplier is obliged to monitor the capacities required for the production of its scope of delivery with regard to their utilization. Both the non-binding demand forecasts and the binding demand data in the delivery schedule over the entire forecast period (up to 12 months) must be taken into account. If potential capacity bottlenecks are identified, the supplier shall take appropriate measures to increase capacity at an early stage and inform RMMV of these in a comprehensible manner. If the supplier requires a resource order from RMMV for this purpose, this must be requested from Purchasing at least four weeks before the required order date with a copy to Materials Management with a written justification.

At the time a contract is concluded, the supplier is obliged to inform RMMV of the planned average and maximum weekly capacity. The measures required to achieve the maximum weekly capacity must also be specified. As standard, suppliers must be prepared for permanent volume increases/reductions of up to 20% within a lead time of one month on the basis of the average weekly capacity - based on the current delivery schedule applicable in each case - and within a lead time of three months the supplier must be prepared for volume increases/reductions of up to 30%. If RMMV makes different demands on the supplier's capacity flexibility, this shall be agreed separately.

If necessary, the supplier and RMMV agree on a monthly rolling capacity requirements reconciliation with the aim of identifying and / or avoiding capacity bottlenecks or overcapacity at an early stage. The focus of this joint planning activity is on managing the capacity resources used within the supply chain.

3.3.4. Maintaining safety stocks

RMMV safety stocks are not designed as standard to cover delivery delays by the supplier. The supplier is therefore responsible for punctual delivery and may have to maintain its own safety stocks of finished or semi-finished parts to ensure this. The FiFo principle must be guaranteed here.

Their amount and storage location depend on

- the stability of the supplier's internal processes;
- the stability of the logistics chain upstream of the supplier;
- the selected logistics concept (see section3.2).

The supplier is obliged to provide its own current safety stock ranges on request. Depending on the supplier's performance, RMMV reserves the right to adjust the specified safety stock ranges. In this case, RMMV will inform the supplier of the changed values.

3.4. Call-off and ordering process

The following sections explain the contents and formats of the call-offs sent by RMMV to its suppliers and their transmission times, depending on the selected delivery standard. Further information, e.g. on the data contained in the call-off, can be requested if required.

As standard, RMMV transmits scheduling agreements by remote data transmission (RDT) either in accordance with VDA or EDIFACT standards. The supplier's EDI capability is a prerequisite. Only in special cases can transmission by Internet application, fax or post be used. The delivery quantities and deadlines specified in the delivery schedules and in particular in the JIS and JIT call-offs must be strictly adhered to. The specified dates are arrival dates at the corresponding RMMV receiving plant.

3.4.1. Retrieval content, formats and transmission times

3.4.1.1 Call-offs in the JIS / JIT logistics concept: standard procedure and contract warehouse

In both JIS / JIT delivery standards, the supplier generally receives two types of call-off: First, a delivery forecast is transmitted continuously, i.e. daily or weekly, which contains the future planned requirement figures (see section3.3.1). This delivery forecast is non-binding for RMMV and does not authorize delivery. This is followed by binding JIS or JIT call-offs, which completely replace the delivery forecast within the horizon. Surplus quantities shall be omitted. Higher call-off quantities are regarded as additional requirements. The changed requirements are automatically taken into account when the next delivery forecast is created.

In addition to the quantity information, the delivery time is transmitted in the delivery schedule of the JIS / JIT delivery. If this time cannot be met, the material management of the RMMV receiving plant concerned must be informed immediately by telephone, e-mail, etc. Both internal lead time at the supplier and transport time must be taken into account. Both the supplier's internal lead time and the transportation time must be taken into account. This requirement is independent of whether a premature or late delivery is expected and whether the premature or late delivery is at the expense of the forwarder or the supplier. Only deviations from the communicated planned arrival time after dispatch are the responsibility of the freight forwarder.

In the JIS / JIT contract warehouse delivery standard, the call-offs are transmitted to the recipient to be specified by the supplier. This can be either the production site or the supplier's contract warehouse, for example. In any case, the supplier must ensure that his contract warehouse is informed without delay. The delivery bills that are generated at goods issue in the contract warehouse must contain the supplier's vendor number. In addition, the consistency of the document information is mandatory. In particular, consistency between delivery bill and invoice information must be ensured.

A distinction is made below between the call-offs for JIS and JIT deliveries and the EDIFACT and VDA call-off formats.

3.4.1.2 JIS call-off

The JIS call-off in VDA 4916 format specifies the delivery date and delivery quantity on the basis of vehicle or unit sequences and requirements. A call-off for a vehicle or unit is always unique and final. There is no electronic change or cancellation information regarding the type and quantity of the part numbers assigned to a vehicle or the requirement date. Should such changes become necessary, they must be coordinated separately (emergency strategy)

In addition, a planned call-off can be sent by agreement. This call-off informs the supplier about the planned, not yet binding content of vehicles in a daily section on the final assembly line (seeFigure 5

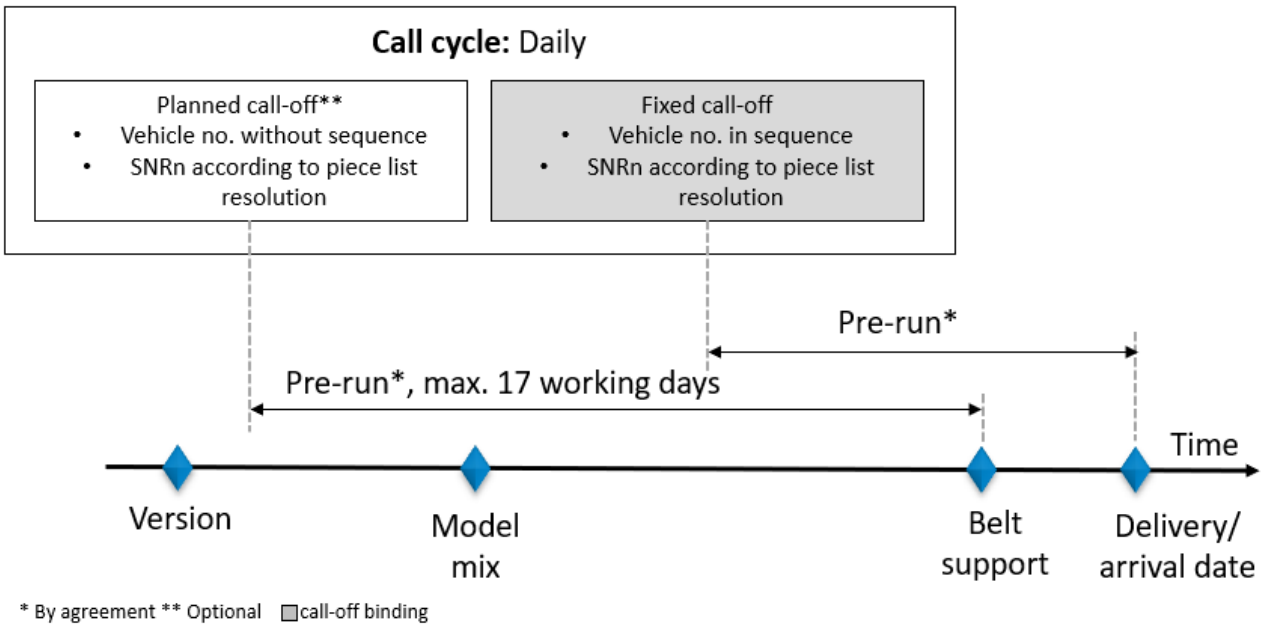

Figure 5: Information and preliminary runs for the JIS call-off (VDA and EDIFACT)

- **Fixed call-off (corresponds to Z-call-off for VDA 4916)**
  The requirement trigger is the internal belt sequence defined as a "frozen" pearl chain. The basis for the fixed Z call-off is the vehicle-related parts list, which contains all part numbers with quantities that are required for the unit of a specific vehicle. The Z call-off is transferred once and describes the frozen assembly order.
- **Planned call-off (corresponds to T-call-off for VDA 4916)**
  The planned call-off corresponds to the format of the firm call-off, but only serves as a preview for the supplier.

3.4.1.3 Technical fault with JIS / JIT call-offs

RMMV and the supplier shall attempt to identify technical faults in the EDI transmission of call-offs as quickly as possible. The supplier shall inform RMMV if the agreed delivery schedules do not arrive on the agreed day (daily if applicable) at the usual frequency.

3.4.1.4 Call-offs in the STA "Stock procurement" logistics concept

Stock procurement is the only standard in which the requirements forecast in accordance with VDA 4905 or EDIFACT DELFOR (see section3.3.1) is not only interpreted as a preview, but also authorizes delivery within a specified period. This standard period is 17 working days. The corresponding quantities and dates within this period represent a binding order on the part of RMMV. All dates and quantities beyond this period represent a non-binding preview of requirements for RMMV.

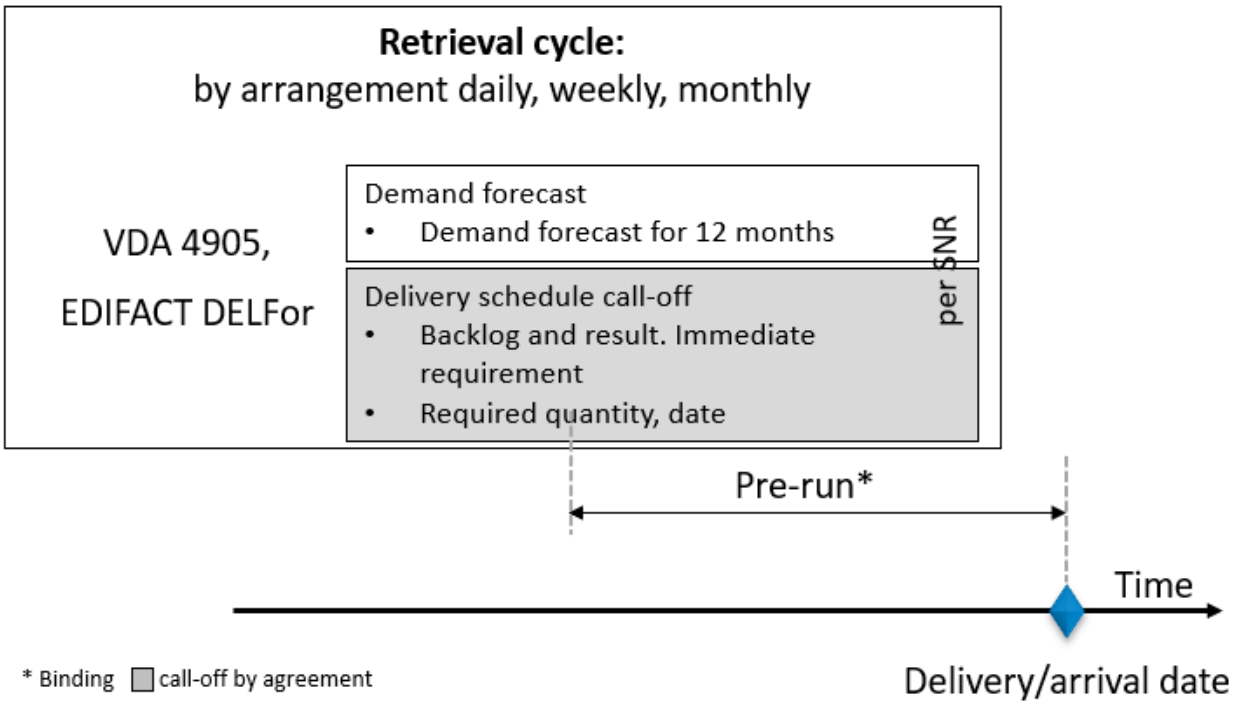

Figure 6: Information and lead times for delivery schedule call-offs

3.4.1.5 Orders in "individual procurement" with and without warehousing

For orders in "individual procurement" with or without warehousing, the supplier does not receive a call-off from RMMV. Sporadic orders are placed either by fax, post or EDI.

3.4.1.6 Cancellations of requirements

In the event of demand cancellations in the delivery schedule, RMMV is obliged to take delivery of finished materials for a maximum of 1 month and a maximum of 2 further months for the raw materials demonstrably purchased by the supplier, insofar as the supplier cannot use the raw materials elsewhere or if RMMV does not take delivery of the raw materials by the end of the series.

3.4.2. Call-off recipient

As part of the EDI connection, the supplier must name a call-off recipient and define a fallback solution to be used in the event of any disruptive situations (e.g. fax transmission over a defined period of time in parallel to the EDI call-off).

3.4.3. Checking delivery previews and call-offs

The goods receipt cumulative quantity in the VDA 4905 call-off is set to zero by RMMV on January 1 of each year.

3.4.4. Anticipated deviation from delivery date or delivery quantity

The supplier checks the receipt of delivery schedules as well as their plausibility and feasibility. The supplier shall independently report any doubts about the data. In particular, the supplier is obliged to inform RMMV immediately if it is

expected that the delivery date or the delivery quantity will not be met. The supplier shall state the reason for the delay in delivery and specify a subsequent delivery date. In the event of a major backlog situation, the supplier shall submit to RMMV a daily updated catch-up plan to restore punctual delivery and agree this with the material manager. Claims for late delivery remain unaffected by this.

Changes to the quantity or date after transmission of a call-off can only be made in writing and must be confirmed by RMMV in each individual case (e.g. rounding up the delivery quantity to a full truckload). For this purpose, an objection to the delivery schedule must first be submitted within the following

The call-offs must be submitted to the responsible material manager in writing or by fax within the specified period. After expiry of these deadlines, transmitted call-offs shall be deemed accepted and constitute a binding offer by the supplier to deliver the corresponding quantities on the specified dates.

The following objection deadlines apply:

- in the case of call-off changes in the long-term range (> three months before delivery date) within 10 working days;
- within three working days in the event of call-off changes in the medium-term range (three months to 15 days before delivery date);
- for call-off changes at short notice (< 15 days before delivery date) within two working days;
- Immediate feedback for JIS and JIT call-offs.

3.4.5. Changes after call-off transmission

Certain delivery scopes that are used in RMMV's end products may still change according to the delivery schedule due to changes in customer requirements.

3.5. Definition of the supplier's load carriers and shipping processes

3.5.1. Charge carrier definition

RMMV distinguishes between the following load carriers:

- ULT - Universal load carrier;
- GLT - Large load carrier;
- KLT - small load carrier (VDA: KLT system 4500. VDA-R-KLTs with the features "single-walled" KLT construction, rigid, max. permissible RMMV filling weight up to 12 kg gross ((tare KLT + total filling weight) and composite floor) are preferred;
- SLT - special load carriers including MLT (modular load carrier) and component-specific inserts (e.g. EPP inserts);
- ULTs with fixed/component-specific inserts are considered special load carriers.

Only RMMV/MTB's own load carriers or load carriers approved by RMMV may be used for deliveries.

In addition to the load carrier, component packaging and packaging aids (in the single-use or reusable system) may need to be used by the supplier to ensure adequate component protection. A current overview of the ULT and packaging aids provided in the MTB reusable system can be found on the MTB Supplier Applications page on the Internet. Contractual obligations for packaging and component protection remain unaffected by the provision of RMMV/MTB load carriers and packaging aids.

3.5.2. Responsibility for packaging

The supplier must present a packaging proposal, which is approved as the delivery standard after being checked by Logistics Planning.
The delivery standard documents the agreed load carrier and a packing lot. Furthermore, the delivery standard can contain additional information about the reusable packing aids provided, as well as the position of the components, etc.
Requirements and specifications for packaging are detailed in the RMMVÖ packaging guidelines.
The delivery standard does not release the supplier from its fundamental responsibility for the quality of the delivery condition and therefore also not from its responsibility to adequately protect the components for transportation.

3.5.3. Delivery standard

In principle, the supplier is obliged to deliver in the defined load carrier and packing lot.
Deviations from the load carriers specified in the delivery standard are only permitted after prior written notification to the responsible material manager and logistics planning. The information must include the affected part numbers, as well as the alternative packaging used and the exact time period.

If necessary, the delivery standard can be adjusted after further consultation.
(optimization or adaptation to changed conditions)

Goods must be delivered in undamaged load carriers (see section3.6.10). Load carriers are only to be loaded with material from one unloading point. If there is no JIS delivery and no delivery in sets or modules (see section1), load carriers must be delivered unmixed. The containers must be filled to the filling quantities agreed in the delivery standard. To achieve the delivery lot (call-off quantity), there can only be a maximum of one container that is not filled to the specified packing lot. The goods and the packaging materials must not exceed the outer contours of the load carrier (especially in the case of small load carriers). Exceptions must be agreed via the delivery standard.

3.5.4. Labeling

The goods tag (seeFigure 7) for labeling, filled out completely, correctly and waterproof in accordance with VDA 4902, must be attached to the load carrier in a clearly visible and durable manner on the left in the direction of travel.

The goods tags for small load carriers must only be inserted into the pockets provided for this purpose (see section3.6.2.2). The individual small load carriers must be labeled in such a way that the labeling is visible on the outside when stacked on pallets.

If there are parts with different part numbers on a load carrier, clear labeling is required to uniquely identify the goods. This procedure (more than one part number per load carrier) is only permitted in exceptional cases and by prior agreement. Initial samples must be clearly marked as initial samples with a separate goods tag. Alternative packaging must also be clearly marked as such.

<table>
<tr><td>(1) Consignee</td><td colspan="3">(2) Unloading point - storage location - usage key</td></tr>
<tr><td rowspan="2">(3) Delivery bill no. (N)</td><td colspan="3">(4) Supplier address (short name, plant, zip code, town)</td></tr>
<tr><td>(5) Net weight</td><td>(6) Gross weight</td><td>(7) Number of packs</td></tr>
<tr><td colspan="4">(8) Item no. Customer (P)</td></tr>
<tr><td rowspan="2">(9) Filling quantity (Q)</td><td colspan="3">(10) Designation of delivery, service</td></tr>
<tr><td rowspan="2">(12) Supplier no.</td><td colspan="3">(11) Part no. Supplier (30S)</td></tr>
<tr><td>(13) Date</td><td colspan="2">(14) Design change status</td></tr>
<tr><td>(15) Package no. (8)

(17)</td><td colspan="3">(16) Batch no. (H)</td></tr>
</table>

Figure 7: Goods tags according to VDA 4902

The following information must be added to the goods tag for JIS deliveries: Trailer number, sequence number of the tray (container), chassis number for each component, day of arrival, belt placement date and belt sequence. For the JIS / JIT logistics concept, further labeling specifications must be taken into account after consultation.

3.5.5. Determination of the optimum packing lot

The load carrier must be selected in such a way that the components do not exceed the outer contours of the load carrier or that the stackability is maintained. Exceptions are explicitly agreed via the delivery standard.
The packing lot must be selected in such a way that an economical delivery is realized in the series process. Ideally, the agreed packing lot is also the maximum possible container filling quantity. If demand decreases and the packing lot can no longer be reached with the call-off quantity, the agreed load carrier must be filled with the call-off quantity.
If an agreed packing lot is far below the maximum filling quantity of a load carrier and there is a short-term division into several load carriers due to increased call-off quantities or combined deliveries (especially with GLTs), the load carriers for this delivery must be filled up to the maximum filling quantity. In the event of recurrence, the supplier must initiate an adjustment of the delivery standard.

3.5.6. Transport assignment and responsibility

Depending on the supplier's location, either the supplier, MTB or RMMV is responsible for organizing, commissioning and carrying out the transports. Depending on the selected delivery standard, transportation is regulated as shown in the following diagram:

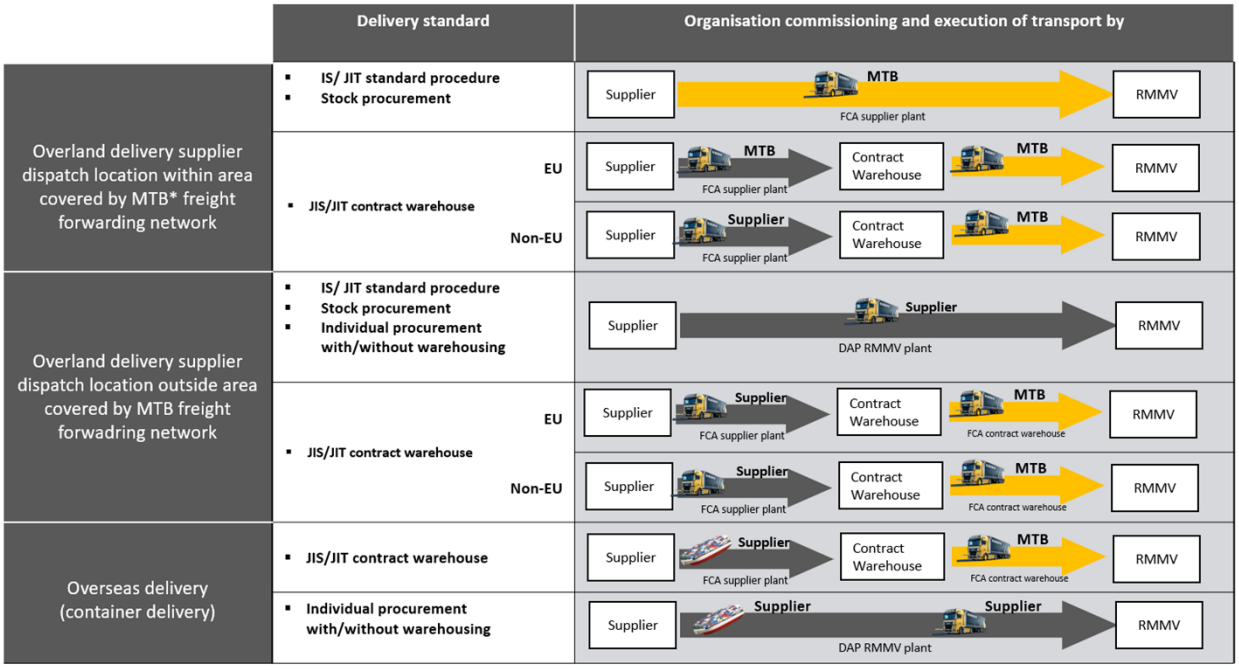

Figure 8: Responsibility for transport organization, commissioning and execution depending on location, shipper plant and delivery standard

Delivery in the "JIS / JIT contract warehouse" delivery standard shall be made with Incoterm "FCA ex contract warehouse" if the supplier is not located in MTB's regional forwarding network. Otherwise, delivery shall be made with Incoterm "FCA ex supplier's works". In the latter case, the Supplier is also responsible for unloading the goods at the incoming goods department and for loading the goods at the outgoing goods department of the contract warehouse and is liable for any losses and damage occurring between these two points in time (seeFigure 8) in the same way and to the same extent as if the delivery had been made "FCA ex contract warehouse", i.e. if the Supplier itself had taken over the transport to the contract warehouse and thus no interim transfer of risk had taken place. The supplier must check the completeness and integrity of the goods upon unloading in the incoming goods department of the contract warehouse and report any shortages or damage immediately and directly to the regional freight forwarder. Otherwise, the goods shall be deemed to have been handed over to the supplier complete and free of defects.

3.5.6.1 Transport responsibility at MTB (Incoterm FCA)

In the case of a delivery commissioned by RMMV, the supplier is responsible both for the timely and correct notification of the MTB forwarding agent and for the punctual provision of the delivery quantities. Details of the delivery commissioned by RMMV are regulated in the shipping instructions for the delivery of RMMV, which are provided by Procurement. The shipping instructions (current version) are part of the contract between the supplier and RMMV. In the event of a breach of these instructions, RMMV reserves the right to charge for any additional costs incurred. The shipping instructions consist of a general part and a specific part with contact details of the regional forwarding agent responsible for you (Annex A), the shipping declaration (Annex B) and the shipping procedure for the responsible parcel service provider (Annex C). The shipping instructions are only valid in combination of both parts.

3.5.6.2 Transportation responsibility with the supplier (Incoterm DAP)

In the case of a delivery commissioned by the supplier, the supplier shall ensure that the commissioned forwarding agent can always provide information about the whereabouts of the goods. The supplier is solely responsible for the punctual and proper arrival of the goods at the RMMV receiving plant in the case of deliveries commissioned by the supplier. The supplier is responsible for coordinating the delivery times with the respective RMMV receiving plant or having them coordinated by the transport service provider commissioned by the supplier. Depending on the receiving plant, fixed and/or dynamic time windows are used.

Fixed time windows must be agreed in writing between RMMV and the supplier and shall apply until a change is made.

Dynamic time slots are variable in time and must be booked via the supplier or the transport service provider commissioned by the supplier.

RMMV reserves the right to adapt the time slots to the needs of the plants at any time in consultation with the supplier.

3.5.6.3 Special trips

In the case of a delivery commissioned by RMMV, the instruction for special trips to ensure timely supply is always given by the material management of the RMMV receiving plants, in coordination with the supplier. If RMMV is responsible for the special trip, RMMV shall bear the costs and shall be responsible for commissioning and carrying out the special trip.

If the supplier is responsible for the special trip, it shall bear the costs and is responsible for commissioning and carrying it out. For this purpose, the supplier receives a special trip number from the material management. If the supplier commissions RMMV's special transport service provider, the latter must be informed of the special transport number.

If the supplier does not use a special transport service provider of RMMV, the supplier must ensure that the responsible material manager of RMMV has the contact details of this forwarding agent as well as the mobile availability of the driver (cell phone number) in writing at the time of collection.

Furthermore, when using an alternative special transport service provider, it must be ensured that the responsible material manager at RMMV is always aware of the current transport status.

As soon as disruptions occur in the process that make it unlikely or completely impossible for the registered special delivery to arrive at its destination on time, the supplier must ensure that the responsible material manager at RMMV is informed immediately in writing and by telephone.

3.5.7. Customs clearance and Incoterms for goods deliveries from non-EU countries

The form of customs clearance for non-EU goods is determined by whether the supplier is a Community resident. The supplier is a Community resident if he has a place of business within the EU. In addition, the chosen logistics concept can also have an influence on the treatment of goods from outside the EU borders.

3.5.7.1 Supplier is not a Community resident

The supplier is not a Community resident if he does not have a place of business within the EU. If the supplier is not a Community resident and the delivery is made in the JIS / JIT contract warehouse delivery standard, the contract warehouse in the EU must be managed as a customs warehouse and the goods must be treated accordingly under customs law. This means that the supplier first transfers the goods to customs transit (transit procedure T1) for transportation of the goods as customs goods to the bonded warehouse when crossing the border. The goods are then transferred to a customs warehouse procedure. When a delivery lot is called from the customs warehouse by MTB, the supplier or the service provider commissioned by him opens a further transit procedure (T1). The regional forwarding agent commissioned by MTB accepts the goods as customs goods and transports them to the RMMV receiving plant. There, the RMMV carries out customs clearance (seeFigure 9

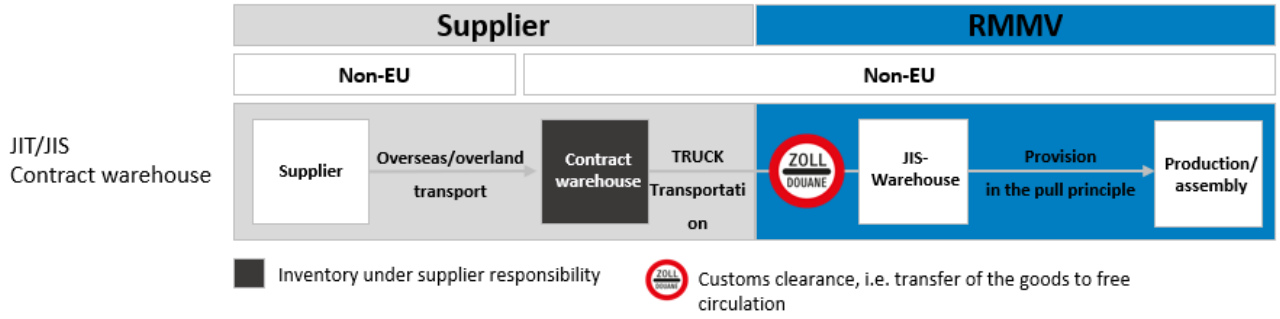

Figure 9: Non-EU supply via JIS / JIT for non-Community suppliers

To enable RMMV to carry out customs clearance, the supplier must send the documents required for customs clearance (invoice and origin documents, e.g. EUR.1, ZU, Form A, A.TR etc.) to RMMV in good time before the delivery arrives.

In the case of stock procurement, which is processed analogously (see section3.2.2.1), as well as in the case of individual procurement with / without warehousing, RMMV carries out customs clearance as standard when the goods arrive at the RMMV receiving plant.

If the supplier is located in MTB's regional forwarding network, the delivery is made in the case of stock procurement, in the case of individual procurement with / without warehousing with Incoterm "FCA ex supplier plant". In this case, RMMV is responsible for the physical transportation of the goods to the RMMV receiving plant and the customs clearance when crossing the border by placing the goods under a transit procedure (T1).

If the supplier is not part of MTB's regional forwarding network, the delivery is made with Incoterm "DAP RMMV plant". In this case, the supplier is responsible for the physical transportation of the goods to the RMMV receiving plant and the customs clearance when crossing the border by placing the goods under a transit procedure (T1).

3.5.7.2 Supplier is a Community resident

If the supplier fulfills this requirement, he is responsible for customs clearance of goods delivered outside the EU borders, regardless of the delivery standard selected. If the delivery is made in the JIS / JIT contract warehouse delivery standard (which is also used analogously for stock procurement), the supplier is responsible for customs clearance of the goods before they are removed to the contract warehouse. To determine the Incoterm, a distinction is also made for Community-based suppliers as to which branch of the supplier has a contract:

- Contract exists with the Community-based branch of the supplier within the EU: Delivery takes place with Incoterm "FCA ex contract warehouse" (analogous to EU delivery).
- Contract exists with the supplier's branch in the non-EU area: Delivery takes place with Incoterm "DAP contract warehouse" (analogous to EU delivery).

In both cases, the supplier is responsible for the physical transportation of the goods to the contract warehouse and the customs clearance by transferring the goods to free circulation. In principle, the supplier is responsible for loading the goods in the outgoing goods department of the contract warehouse.

For all other delivery standards, the EU delivery regulations apply analogously. In all cases, the Community-based supplier must submit a supplier's declaration for goods with preferential origin in accordance with Regulation (EC) 1207/2001 or a supplier's declaration for goods without preferential origin to the RMMV.

3.5.8. Transport documents and EDI communication in the shipping process

The supplier's ability to transmit data remotely (EDI capability) is a prerequisite in all cases. For this purpose, the supplier must be EDI-capable.

3.5.8.1 Transport documents for transportation and delivery

The transport documents to be used for delivery and transportation must comply exclusively with the VDA standard or DIN specifications specified by RMMV and the required number according to the following table. The supplier is responsible for fulfilling all legal or official requirements for the delivery of the delivery items on time. This includes, for example, the timely application for export licenses for goods that are subject to statutory export controls. The supplier must request the necessary end-use declarations from the responsible RMMV department in good time.

Required transportation documents	National traffic	International traffic	
		EU	Non-EU
int. CMR consignment note	-	1	1
Forwarding order/waybill according to VDA 4922	1	1	1
Delivery bill DIN 4994 or EDI consignment bill according to VDA 4912	1	1	1
Customs documents	-	-	2

Table 3: Required transport documents

- RMMV is responsible for transportation:

  All required transport documents must be handed over to the RMMV freight forwarder in paper form upon collection. If the transport documents do not correspond to the correct type or quantity on collection, the RMMV freight forwarder is instructed to note this discrepancy on the delivery documents.
- Responsibility for transportation lies with the supplier:

  All required transportation documents must be presented in legible paper form upon delivery to the incoming goods department. If the delivery documents do not correspond to the correct type or quantity upon delivery, the RMMV incoming goods department reserves the right to refuse acceptance of the goods.

The supplier must ensure that the accompanying documents are sent to the correct delivery address / department / recipient / storage location. When sending pick-up notifications to the forwarding agent, the correct delivery address must be ensured.

RMMV Incoming Goods reserves the right to subsequently invoice the supplier for any additional expenses incurred as a result of a deviation from the above specifications.

3.5.8.2 Delivery documents by EDI

The delivery bill (VDA 4913 or EDIFACT DESADV) must be sent to the RMMV receiving plant by EDI in good time, at the latest when the goods are physically dispatched. In the case of JIS / JIT deliveries, the EDI goods consignment bill, transport order and a chassis number-related loading list must be submitted to the incoming goods department upon delivery. Delivery scopes for initial sample inspections must be listed on a separate delivery bill. Delivery standards (see section3.5.1 and3.5.3) must be recorded and transmitted correctly. When using load carrier containers, all container components of a load unit must be recorded with the correct container item number in accordance with the delivery standard. The preparation of the delivery documents and the loading of the trucks must be based on the recipient and unloading point.

3.5.8.3 Invoice by EDI

The VDA 4938 EDIFACT GLOBAL INVOIC format or invoices with a qualified electronic signature must always be used.

3.5.9. Quality of delivery

The supplier is obliged to deliver clean and undamaged parts and load carriers. The following checks are carried out by RMMV on receipt of goods:

- Comparison of the transport order with the truck load;
- visible damage;
- Quantity and quality of load carriers.

3.5.10. Entry certificate

The standard procedure of MAN Truck&Bus AG, to whose regional forwarder network RMMV Österreich GesmbH is connected, is for suppliers to receive the confirmation of arrival from the respective forwarder. If you are not currently connected to MTB's regional freight forwarder network, you can request a monthly entry certificate. This will only be sent as a PDF by email to the email address provided by the supplier. Separate or individual requests for entry confirmation will not be accepted.

3.6. Load carrier use and empties process

3.6.1. Load carrier financing and development

3.6.1.1 Universal load carrier (ULT)

The development, procurement and financing of universal load carriers (ULT) is carried out by RMMV. The permitted uses and the maximum number of load carriers available for a supply relationship between the supplier and RMMV are regulated in section3.6.2 and3.6.5 .

3.6.1.2 Special load carriers (SLT)

The development, financing, procurement and subsequent procurement of special load carriers (SLT) is the responsibility of the suppliers. RMMV provides suppliers with the technical specifications (e.g. fire protection requirements, transport and production requirements) and quality requirements for materials and design in the MAN load carrier standard M 3301 and, if necessary, in an SLT specification sheet. Every new SLT and every modification to an SLT must be coordinated with RMMV as early as the concept phase on the basis of detailed CAD models (2D and 3D) and in the further development phases with the aid of prototypes and series precursors and approved by RMMV. The supplier is responsible for procuring the series containers in good time in accordance with the production program and making them available to the container cycle at least four weeks in advance of the first requirement date. The basis for container procurement must be a range and demand-oriented container quantity planning defined together with RMMV (see section3.6.5). To complete the SLT development, the CAD drawings (detailed 3D models) must be submitted to RMMV in the required format as well as proof of load securing during transportation and static-dynamic calculations. The load carriers must be provided with a unique consecutive load carrier number. The supplier is responsible for the maintenance, cleaning and servicing of SLT and bears the costs. A maintenance and servicing history for each consecutive load carrier number (i.e. type and scope of maintenance / servicing, date, etc.) must be presented to RMMV on request.

3.6.1.3 Packaging materials

Disposable packaging as part protection is developed and paid for by the supplier.

The packaging must ensure clean and damage-free delivery, and the design and material must be selected to conserve resources as far as possible.

3.6.2. Load carrier use and quality

The following applies to the container range specified in section3.6.5.1 :

- Load carriers are only to be used for the RMMV product ordered in each case;
- MTB load carriers are to be used exclusively for the supplier - RMMV plant cycle (according toFigure 10);

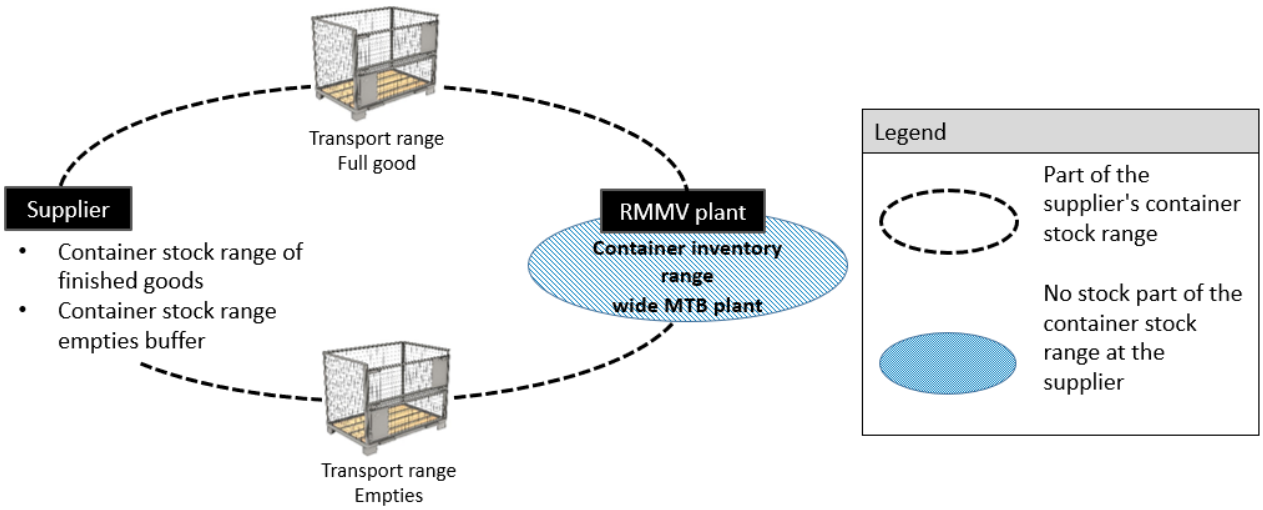

Figure 10: Load carrier cycle supplier - RMMV plants

- Load carriers are to be used exclusively for the storage and transport stages defined in the range of coverage model, see section 3.6.5
- Load carriers are not to be used for the procurement and storage of raw materials, individual parts, semi-finished parts, etc;
- The use of load carriers for pre-production is generally not permitted; deviations must be explicitly approved by RMMV in writing (RMMV item number, load carrier type, number of load carriers, duration of the approved deviation). Other suppliers, e.g. sub-suppliers, may not be equipped with load carriers that were financed directly or indirectly by RMMV. Deviations must be explicitly approved by RMMV in writing. The guidelines must be observed by the supplier;
- A container usage fee is charged for load carriers used for purposes other than those listed above (see section3.6.8.2).

3.6.2.1 Handling load carriers

GLT are made available to the supplier "swept clean" (i.e. loose packaging residues have been removed, coarse soiling has been removed).

KLT are always made available to the supplier washed.

Load carriers must be cleaned by the supplier before loading in such a way that component protection is guaranteed, especially on the contact / mounting surfaces of the components.

Foldable load carriers are shipped folded when transporting empties and must be unfolded accordingly by the supplier for use. Conversions from non-foldable to foldable containers must be implemented in a cost-neutral manner.

The following actions must be avoided when using the load carriers:

- Pushing the load carriers with the forklift fork is prohibited.
- The maximum stacking height must not be exceeded. (max. stacking factor see container type plate)
- The load capacity must not be exceeded.
- The supplier must take suitable protective measures to prevent corrosion and contamination.
- If applicable, load carrier-specific restrictions and handling regulations must be observed.

3.6.2.2 Container care

In the event that the supplier receives excessively soiled empties on universal load carriers from MTB/RMMV's empties storage areas (see section3.6.2.1), the soiling must be documented directly upon delivery and the MTB/RMMV plant dispatching the empties must be informed immediately. If it is not possible to provide proof of the contamination already present at the time of delivery, the supplier shall be assumed to be responsible for the contamination of the load carriers. In this case, the supplier must carry out further measures at his own expense.

To avoid confusion of parts in the process, only the current goods tag may be attached to the load carrier. The supplier must remove old tags and labels. For load carriers with a card pocket / clamping plate, the goods tag must be attached inside. Otherwise, the goods tags must be attached exclusively with textile adhesive dots in accordance with the latest edition of VDA 4500. Attaching the labels with adhesive can damage the load carriers. The supplier shall bear the additional costs arising from the removal of the labels and damage to the containers.

Damaged load carriers owned by MTB/RMMV must not be put into circulation, the damage must be documented and the MTB/RMMV plant shipping the empties must be informed immediately (see also section).3.6.10

3.6.3. Use of MTB's web-based container management system

The Supplier is obliged to use MTB's web-based container management system (MN-CM) for the following tasks:

- Retrieval of empties (see section);3.6.4
- Check account balances (see section3.6.7);
- Load carrier inventory (see section3.6.7).

The Supplier is obliged to keep its contact details, in particular the e-mail address, up to date at all times and to regularly retrieve the information provided in the MN-CM. Any failure to update information for which the Supplier is responsible shall be at the Supplier's expense.

3.6.4. Calling off empties from the MTB/RMMV

Each delivering supplier plant is assigned to a unique main supply plant. All communication regarding load carrier requirements takes place with the assigned main supplier plant. The supplier is responsible for the timely call-off of empties from his assigned main supplier. If the supplier causes a shortage of empties for which it is responsible by failing to place an order, by placing late or incorrect orders or by placing a short order, the supplier must nevertheless fulfill its delivery obligation to RMMV and must deliver in alternative packaging (see section3.5.3). Any additional costs incurred by the recipient plant as a result shall be borne by the supplier.

The call-off is based on the empties management process in accordance with VDA 5007. The empties are called off in advance by the supplier via MTB's web-based container management system.

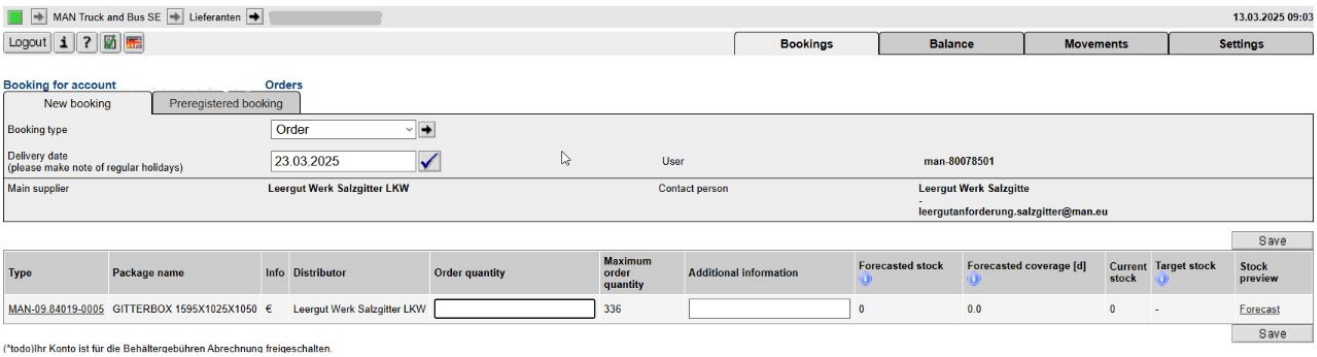

Figure 11: Online order form for empties

The empties call-off must be made in accordance with the following order deadlines.

Location of the supplier (production site or contract warehouse) where the container is required (last loading edge)	**Empties call-off period**
in Germany or Austria	At least 5 working days *) before delivery date Full goods at MTB/RMMV
in the country of the main utility	At least 5 working days *) before delivery date Full goods at MTB/RMMV
not in the country of the main supplier plant and not in Germany or Austria	At least 8 working days *) before delivery date Full goods at MTB/RMMV

***) Working days = Monday-Friday, except public holidays in the country/federal state of the main supplier plant**

Table 4: Location / empties call-off period

3.6.5. Empties call-off quantity

MTB/RMMV shall provide the containers required for the proper fulfillment of delivery schedules, in compliance with a specified container range, free of charge (basic supply). A transfer of ownership of the empties provided by MTB/RMMV shall not take place. The supplier is free to order additional load carriers. MTB shall charge a usage fee for these (see section3.6.8.2). The amount of the actual empties call-off quantity is defined by the supplier by placing a corresponding order in MN-CM. Orders whose requested delivery date is a weekend or a public holiday will only be delivered on the following working day.

MTB/RMMV reserves the right, in the event of supply bottlenecks and endangerment of its own production, to only provide load carriers to fulfill the basic supply. MTB/RMMV shall inform the supplier of this immediately.

3.6.5.1 Calculation of the maximum stock of empties at the supplier

The delivery schedule determines the container requirements. The containers must be ordered on the basis of the planned goods receipts. The container requirement defines the number of containers per delivery that are required to be able to deliver the requested delivery lots to MTB. The following formula is used to calculate the respective container requirement:

$$\text{Container requirement per call-off day} = \frac{\text{Material requirements [Piece/call-off day]}}{\text{Packless [piece/container]}}$$

Figure 12: Container requirement per call-off day

3.6.5.2 Calculation of the supplier's container stock range for universal load carriers

The supplier's container stock range is specified in working days and covers the maximum handling period of containers at the supplier. It includes transportation ranges for empties and full container deliveries as well as a range for building up an empties buffer and a stock range for finished goods called off from the supplier by RMMV. The supply of sub-suppliers with MTB/RMMV's own containers is not included in the container stock range and is therefore not part of the basic supply. The internal container range of coverage in RMMV's plants is also not included in the container range of coverage.

The container stock range is determined by MTB for each delivery relation and can be viewed by the supplier in MN - CM. In the course of process optimizations at MTB/RMMV, e.g. shortening the transit times of transports, the transport ranges and thus the container stock range can be adjusted by MTB/RMMV. The supplier is obliged to inform RMMV immediately of any process optimizations of its own that also lead to a reduction in the inventory range.

The following binding principle applies to the calculation of the total container stock range per delivery relation:

Container stock range of the supplier [call-off days]	=	*Transport ranges (full and empty) [Call-off days]*	+	*Container inventory-wide empties buffer of the Suppliers [call-off days]*	+	*Internal lead time for goods provision [Call-off days]*

Figure 13: Container stock range of the supplier

3.6.5.3 Transport range for full and empty containers

The ranges for full and empty containers depend on the transportation times and can be found in the shipping instructions.

3.6.5.4 Container stock range Empties buffer of the supplier

The container stock range of the empties buffer depends directly on the delivery frequency of the empties delivery. Unless otherwise agreed, the stock range is 5 working days (Table 1Table 5

Delivery rhythm of the empties delivery	Container stock range Empties buffer of the supplier
Daily	1 working day
4 times/week	2 working days
3 times/week	3 working days
2 times/week	4 working days
Weekly	5 working days
2-weekly	10 working days
3-weekly	15 working days
monthly	20 working days

Table 5: Container stock range in the empties buffer

3.6.5.4.1 Container stock range of finished goods at the supplier

This container stock range defines the range for those containers at the supplier that are required for storing the safety stock and the finished goods ready for dispatch to RMMV. The container stock range for finished goods at the supplier is generally 3 working days.

3.6.5.5 Calculation of the container stock range for SLT in the container circuit

The definition of the container stock range for SLT and the associated container quantity to be procured are agreed between RMMV and the supplier when the contract is concluded. The basis for this is the MTB range model (seeFigure 10

The supplier's container stock range is specified in working days and covers the maximum handling period for containers at the supplier. It includes transportation ranges for empties and full container deliveries as well as a range for building up an empties buffer and a stock range for finished goods called off from the supplier by RMMV. The supply of sub-suppliers with MTB/RMMV's own containers is prohibited. The current stock ranges must be disclosed by the suppliers at all times and the actual load carrier stocks must be verified at short notice by means of unplanned inventories.

For the calculation, the supplier shall be provided with the necessary information on the components of the container cycle for which MTB/RMMV is responsible by the responsible specialist departments of MTB/RMMV. These are the following components:

- Transport time full / empty;
- Dwell time of the containers in the RMMV receiving plants;
- Retention period of the containers at service providers commissioned by RMMV (e.g. for sequencing).

3.6.6. Security of supply (under- and oversupply)

From the point of view of optimizing transport costs, an oversupply of the supplier is permissible. In any case, the supplier must provide sufficient storage space for empties. If MTB/RMMV is unable to provide a series container at short notice, the supplier must agree the deviation from the target process and any associated costs with the contact persons at the plant to be supplied and obtain written approval (e.g. agreement on alternative packaging).

3.6.7. Returnable packaging account statement / load carrier inventory

MTB/RMMV sends a returnable packaging account statement with the stock and movement data of the previous month via the MTB Container Management System (MN-CM) by the 2nd calendar day of the month. The listing of the supplier's own load carriers on the returnable packaging account statement is for information purposes only. The supplier is obliged to check the account statements carefully for any incorrect or erroneous postings (including posting date). The Supplier must notify MTB of any complaints via MN-CM by the 15th calendar day of the month. Complaints must be supported by appropriate evidence (e.g. delivery bills). If no complaints are received by MTB via MN-CM by the above-mentioned deadline, the stocks from the account statement and any resulting payment claim of MTB shall be deemed to have been bindingly accepted by the Supplier. MTB shall process justified complaints by the end of this month.

The MTB returnable packaging account statement does not constitute a basis for the offsetting of inventory differences for the supplier's own load carriers by the supplier. The prerequisite for offsetting is an inventory management process agreed in writing between MTB and the supplier for these supplier-owned load carriers.

An annual load carrier inventory takes place between the supplier and MTB on a key date. On this date, the supplier is obliged to count all of MTB's load carriers and enter them in MN-CM within the specified period. This inventory report is binding. Changes after the entry period has expired are not possible, even within the framework of the complaints process. The Supplier shall bear the cost of the inventory itself and carry it out at no cost to MTB. MTB shall inform the Supplier in good time of the date and procedure of the inventory. If the Supplier has not received a request for stocktaking by the first of December of each year, the Supplier is obliged to ask MTB for the relevant dates. If a Supplier does not report its inventory stocks by the deadline communicated by MTB in the inventory procedure, it shall be assumed that the Supplier has no load carrier stocks. All load carrier stocks of the supplier are therefore set to zero in the account.

In the event of stock discrepancies, i.e. deviations between the counted stock and the system stock, MTB reserves the right to charge the Supplier compensation in the amount of the replacement price if the Supplier is responsible for the negative deviations (e.g. breach of the above-mentioned reporting obligations). MTB reserves the right, in justified cases, to check the number of load carriers at the Supplier's premises on site. This check will be carried out at the Supplier's expense.

3.6.8. Basic supply (measurement by goods receipt)

Containers that are used for the basic supply are referred to as free-of-use stock. Containers that the supplier binds beyond this basic supply and thus beyond the inventory free of usage charges are invoiced to the supplier as inventory subject to usage charges.

3.6.8.1 Calculation of the free-of-use stock

The usage fee-free stock is calculated after the end of the following month and consists of the elements listed below.

A goods receipt at RMMV (goods issue at the supplier) increases the supplier's free-of-use stock by the number of containers booked for goods receipt, retroactively for the duration of the range of coverage. The day of the goods receipt posting is not included in the range of coverage calculation, as the ACTUAL stock has already been reduced at the time of measurement.

Deliveries to a third-party supplier as "triangular plant traffic" must be agreed and authorized in advance with RMMV. The following applies to over-deliveries of empties and premature deliveries of empties caused by MTB/RMMV:

- **Overdelivery of empties (delivery quantity > order quantity)**

  Over-deliveries remain free of charge until the next order of empties, but for a maximum of 14 calendar days;

- **Empties delivered too early (delivery date < desired date)**

  If empties are delivered early, the stock free of usage charge is extended by the number of days delivered early. This means that until the actual delivery date, the entire delivery quantity remains free of user charges;

- **Special free float**

  For temporary container requirements, MTB/RMMV has the option of authorizing special free stock. These special free stocks fall under the user fee-free stock for the authorization period;

- **Calculation of the portfolio affecting the usage fee**

  If the supplier's MN-CM account balance on the billing date exceeds the container quantity not subject to a usage charge (basic supply), this difference is subject to a usage charge and therefore chargeable.

3.6.8.2 Charge for the use of load carriers

- The Supplier is obliged to remunerate the load carriers provided depending on the duration and quantity provided and to pay the remuneration to MTB. For each type of load carrier, a daily rate (see data sheet container usage fee) is set for suppliers. These rates are subject to the applicable statutory value added tax;
- The free-of-use stock in MN-CM is updated daily. It is based on the usage fee-free stock of the following month;
- The actual stock corresponds to the account balance of the load carrier account in the MN-CM portal every day at midnight;
- MTB will include and offset all posted payable items of the supplier's vendor account and all posted payable items of the supplier's customer account in the automatic payment runs. Details can be found in the respective payment advice notes of the MTB, which will contain a record of all items due for payment;
- The daily rates may be adjusted annually by MTB. The adjusted prices shall be made available to the Supplier 6 weeks before the beginning of the year, but at the latest on December 1. The Supplier shall have two weeks after submission of the new prices to lodge an objection. If no objection is received by MTB within the aforementioned period, this shall be equivalent to the Supplier agreeing to the new prices. If the Supplier objects to the new prices, the load carriers subject to payment must be returned immediately. From receipt of the objection, the Supplier shall not be provided with any load carriers in excess of the basic supply.

3.6.9. Billing and cost complaints Usage fee

MTB is obliged to submit a monthly cost overview of the chargeable load carriers. This cost overview is based on the account balances or movements of month 0 and the related quantity complaints (see section3.6.7) of the Supplier in month 1. After the cost overview has been sent, a quantity complaint is no longer possible. However, the supplier has the option of objecting to the cost statement with regard to errors in content (e.g. incorrect container prices, changed delivery schedule) by the 15th calendar day of month 2 in the form of a cost complaint in MN-CM. The final invoice is issued quarterly after any cost complaints for the last billing month have been processed.

3.6.10. Repair / replacement of damaged load carriers

If the supplier damages MTB/RMMV's own load carriers or puts damaged load carriers into circulation, the costs for repair or replacement will be charged to the supplier plus a lump sum of € 200 per delivery bill, provided the supplier is responsible for this. If repackaging is necessary, the expenses specified in section3.7.3 shall also be invoiced. Damaged containers owned by the supplier will be rejected at the RMMV incoming goods department and / or any additional costs incurred will be invoiced. The following damage criteria in particular will be checked:

- The load carrier is warped, e.g. not stackable or poorly stackable
- The hinges and flaps are stiff, the latches do not engage
- The side panels are warped or cannot be closed
- The load carriers (open pool, see section3.6.11) do not meet the EPAL criteria, e.g. the "EUR" symbol is only printed and not embossed, the quality seal is missing.
- The feet of the container are bent, the container stands badly.

In the event that the supplier receives damaged empties from RMMV, he must document the damage directly upon delivery on RMMV's transport documents and by means of photos. The supplier must have the transport service provider confirm the number of damaged load carriers per container type on RMMV's transport documents with a signature / printed letters, stating the truck's license plate number. Furthermore, a copy of the transport order and the photo documentation must be submitted to RMMV immediately. If it is not possible to provide proof of the damage already present at the time of delivery, culpable damage to the load carriers by the supplier will be assumed.

3.6.11. Participation in the open container pool and use of counterfeit load carriers

If the delivery standard provides for the use of so-called "open pool" containers, the supplier undertakes to circulate pallet cages, Euro pallets and small load carriers exclusively in accordance with the latest specifications of the European Pallet Association and VDA 4500. The use of counterfeit / imitation load carriers is prohibited for container types of the open container pool as well as for MTB's own containers. RMMV reserves the right to return load carriers delivered by the supplier that may not be used in accordance with the above specifications at the supplier's expense. No credit note will be issued to the supplier's returnable container account for the corresponding containers.

3.7. Deviations from the agreed process

3.7.1. Changes

3.7.1.1 New parts and index changes

In principle, the delivery of initial samples and series parts can be requested directly after conclusion of the contract (subject to initial sample approval). If the deadline for delivery of the initial sample cannot be met, this must be reported immediately in writing to the scheduling or material management department of the relevant RMMV plant; the subsequent delivery date must be specified.

In the event of index changes, the first delivery of a new index level must be announced in writing to the responsible material manager.

The use of new parts or technically modified parts is only permitted with the prior written approval of the Purchasing and/or Scheduling department. Incoming and outgoing parts are generally managed on a project-related basis by the employees responsible for pre-series and not by the respective series production support department. As long as no coordination has taken place, the supply of parts must be ensured in the previous form. The incorporation of technical changes into production equipment may only be carried out after prior joint coordination of the required pre-production. The pre-production must cover the period of the equipment change, the initial sample release and a safety margin for program changes or delays in the change process. The results of this coordination must be recorded in writing and confirmed by both partners. The load carrier specified by RMMV must be used for the initial delivery of series parts.

3.7.1.2 Conversion of load carriers

A change proposal for the conversion of a load carrier can be made both by the supplier and by RMMV. The supplier is obliged to optimize the packing density of the parts as well as the packing and removal processes in consultation with RMMV, taking into account3.5.1 . The changeover provides for the following procedure: (Proposal by the supplier: steps 1-5; by RMMV: steps 2-5):

1. Submission of the supplier's proposal to the responsible material manager of one of his RMMV receiving plants. The submitted proposal must contain the following information:
   - Old load carrier and new load carrier;
   - Old pack lot and new pack lot;
   - Profitability analysis;
   - List of all packaging aids used (disposable & reusable);
   - Photo of the packing test.
2. Internal coordination and evaluation of the changeover by RMMV.
3. Information to the supplier with suggestions for the delivery standard in order to confirm the containers and packing lots.
4. Written confirmation of the delivery standard by the supplier.
5. Information from the supplier regarding the changeover date.

The supplier must implement container changes and / or packing lot changes within 2 weeks of notification by the responsible department in a cost-neutral manner. The supplier shall ship the material exclusively in the new load carriers from the changeover date. The new delivery standard applies until the systemic changeover of the call-off to the new load carrier and / or packing lot of the RMMV, after which the call-off is binding again.

3.7.1.3 Changes at the supplier

The supplier must obtain approval from RMMV for any upcoming changes:

- Relocation of production facilities;
- Organizational and IT system changes;
- Changes to the vertical range of manufacture;
- Ways and forms of information transfer;
- Changes in the shipping process;
- Changes to contact persons;
- Changes in production days or production-free days.

In particular, the details of a production relocation must be agreed in good time, i.e. at least 6 months before the start of the relocation, with RMMV's Procurement, Quality Assurance and Materials Management / Scheduling departments. This takes place in a joint relocation meeting, which is coordinated by RMMV's Procurement department.

A detailed process and action plan must be developed for the implementation of the relocation and agreed with RMMV. Appropriate time periods must be provided for pre-production, auditing of the new production site and initial sampling. Changes in logistics, e.g. with regard to the logistics concept, packing lot or load carrier type, are generally subject to approval.

3.7.2. Malfunctions

3.7.2.1 Process disturbances

Parts missing on the planned delivery date may mean that a part cannot be used in the logistics and production process at the planned time. This results in a process disruption. This can be caused by late deliveries, deliveries in unspecified or damaged load carriers.

Defective parts or quality defects constitute a material defect, while underdeliveries, short deliveries or incorrect deliveries are treated as material defects. If there is a risk of process disruption due to a material defect, the following measures will be taken:

1. The RMMV receiving plant informs the supplier in advance in writing or verbally.
2. The RMMV receiving plant checks the goods in coordination with the supplier for usability as a result of reworking or scrapping or return delivery of the goods. If it is not possible to use the part or if parts are missing, the supplier shall make a subsequent delivery without delay.
3. Depending on the supply situation, the RMMV receiving plant decides whether or not a special trip (see section3.5.6) is necessary for subsequent delivery. The costs for this trip are to be borne by the party responsible.

If it becomes necessary to use the supplier service on site at RMMV, RMMV shall notify the supplier of this in writing and the supplier shall make the service available to RMMV free of charge without delay.

3.7.2.2 Maintenance and repair of operating equipment

If operating resources have to be removed from series production for maintenance or repair purposes, this must be agreed in advance with the responsible material manager. This applies in particular to bottleneck areas where supply interruptions can occur very quickly due to an increase in call-off quantities.

The RMMV purchasing department must be informed in good time when the maximum service life of MTB/RMMV's own tools has been reached so that new equipment can be ordered if necessary.

3.7.2.3 Business interruptions

The supplier shall inform RMMV at least two months in advance of any planned shutdowns. In the event of shutdowns lasting several days, any necessary advance production must be coordinated with the responsible material manager. The supplier must also ensure that the material is delivered to RMMV on the dates specified in the call-off order in the event of business interruptions. Over-deliveries are not permitted without prior agreement with the material manager. The availability of contact persons must also be ensured for the period of the shutdown.

3.7.3. Emergency concept

In the event of disruptions occurring within the process chain at the supplier or its subcontractors that jeopardize the delivery date planned by RMMV, the supplier is obliged to inform MTB immediately. A crisis management system (i.e. crisis manager, emergency telephone, central contact person and deputy arrangements) must be set up at the supplier. To ensure the supply of materials, emergency concepts must be developed, coordinated, internally trained and updated by the supplier. The emergency plans must be presented upon request by RMMV, in particular for the following situations:

- Failure of IT systems,
- Equipment failure,
- Fluctuations in demand,
- Failure of upstream suppliers,
- Disruptions during shipping,
- Strike at the supplier / service provider,
- "Force majeure"

3.8. Breach of contractual obligations

Incorrect deliveries constitute a breach of contract and may include the following cases:

- Overdelivery / excess delivery: The quantity delivered exceeds the quantity called off / ordered or the delivery note quantity;
- Underdelivery / short delivery: The quantity delivered is less than the quantity called off / ordered or the delivery note quantity;
- Early delivery: Delivery is made before the delivery date specified in the call-off/order;
- Late delivery: Delivery takes place after the delivery date specified in the call-off/order;
- Aliud delivery = goods other than those ordered (wrong article) are delivered;
- Wrong location / delivery without order = the goods are unloaded at the wrong location or there is no order for the delivered goods.
- Quality defects: The delivery does not meet the agreed quality requirements or the general quality requirements of the RMMV (see QAA).

In the event of an incorrect delivery, RMMV reserves the right to charge the processing costs specified below per item number per delivery, provided the supplier is responsible for this.

Misconduct of the supplier	**Processing costs**
Over/excess deliveries	150 € per part number per delivery
Under/short delivery	150 € per part number per delivery
Early/late delivery	150 € per part number per delivery
Missing part/ sequence violation	500 € per part number per delivery
Handling special trip	200 € per special trip
RDT delivery bill transmission data incorrect/missing	100 € per transaction
Missing, incomplete, incorrectly written out or illegible papers	50 € per transaction
Goods tag missing/ not according to VDS 4902	100 € per transaction
Non-compliance with the agreed containers and packing lots. (With the exception of approved alternative packaging).	200 € per item number per delivery bill + 65 € per Repacking hour
Container Damaged	200 € per container + cost rate for containers (replacement or repair)
Parcel shipment over 32kg / More than 2 shipments	50 € per transaction
Delivery time window not adhered to*	50 € per transaction
Delivery time slot not booked*	50 € per transaction
* only for transportation responsibility at the supplier (Incoterm DAP)	
Alternatively, the charge can be made according to expenditure	

Table 6: Processing costs for supplier default

3.8.1. Default

In the event that the supplier does not fulfill its obligations in accordance with the logistics standard, does not fulfill them on time or does not fulfill them as agreed, this may lead to process disruptions / sequence violations in the production plants or to customer backlogs in the spare parts department.

In the event of default, the processing costs in accordance with theTable 6 shall be due irrespective of further consequential costs (late delivery €150 per part number or missing part/sequence violation €500 per part number).

RMMV is entitled to claim the resulting consequential costs from the supplier if the supplier is responsible for the delay. In the event of process disruptions, the consequential costs include, in particular, the assembly and handling costs required for retrofitting (assessed on a time and material basis) and the costs of sequence violations (blocking of orders within the model mix). RMMV reserves the right to pass on the additional costs incurred in the logistics and production process, e.g. in the event of postponement of the planned customer delivery date due to a supply bottleneck, additional expenses (e.g. handling of special trips) in order to meet the customer delivery date or, in the area of spare parts, possible claims for damages caused by loss of use of customer vehicles.

The charging of consequential costs is preceded by a joint clarification of the party responsible. Compensation for consequential costs shall be based on the costs incurred, but at least in the form of a lump sum of €500 per vehicle / module / unit in the event of process disruptions or sequence violations or in the event of a customer backlog.

3.8.2. Partial repatriation / return / overdelivery

In the event of over- and excess deliveries, deliveries before the agreed delivery date, as well as deliveries without an order or to the wrong location, RMMV reserves the right to charge a lump sum of € 150 plus any internal expenses per part number per delivery, provided the supplier is responsible for this. Furthermore, RMMV is free to return the delivered parts to the supplier freight collect, to store the delivered deviating quantity at the supplier's expense or to collect the delivered quantity.

3.8.3. Logistical delivery quality

If the supplier deviates from the agreed delivery standard (see section3.5.3), RMMV reserves the right to charge the supplier for the additional expenses and costs (transport costs, repackaging, additional handling, disposal, etc.) caused by this, insofar as the supplier is responsible for these. This also applies in the event of insufficient, missing or incomplete labeling, missing, incorrect or incomplete delivery or customs documents or mismatched quantity or weight information, incorrect or missing EDI delivery bill transmission data.

3.8.4. Clarification of responsibility

If RMMV discovers a short, early, late or incorrect delivery, a delivery with a quality defect or a delivery with damaged load carriers after delivery by an area freight forwarder, RMMV shall clarify whether the supplier or the area freight forwarder is responsible for the defective fulfillment of the contract and is to be charged for the costs incurred. When collecting the goods from the supplier, the driver of the regional forwarding agent shall therefore check the number of load carriers specified on the delivery bill and any visible damage to these load carriers and confirm to the supplier that the delivery has been accepted correctly and in full by means of a handover bill. Deviations within a load carrier from the target quantity specified by the supplier are the responsibility of the supplier and will be charged directly by RMMV via a debit/credit note. In the case of free delivery, the supplier is solely responsible for incorrect deliveries.

3.8.5. Checking and ensuring logistics capability

If, due to non-fulfillment of the logistical requirements, support or, in the event of a supply bottleneck, an on-site presence by RMMV employees is necessary, RMMV reserves the right to invoice the supplier for the expenses incurred.
If necessary, RMMV may carry out a logistical capability check with at least 5 working days' notice; in the event of a repeated logistical capability check due to a previous failure to meet the logistical requirements, RMMV reserves the right to invoice the supplier for the expenses incurred.
Costs are charged on a performance-related basis, depending on the daily workload and travel expenses.
In the event of disruptions in the cooperation with the supplier and in the event of recurring deviations from the specified requirements for which the supplier is responsible, RMMV reserves the right to escalate the supplier in accordance with a defined escalation model. The escalation status has a direct impact on any award decisions and may lead to the exclusion of the supplier in the highest instance. The supplier will be informed of the current escalation status and requested to define appropriate measures, giving the supplier the opportunity to de-escalate.

4. APPLICABLE DOCUMENTS

M 3301	Load carrier
VDA 4500	Small load carrier (KLT) system
VDA 4902	Goods tag (barcode-capable)/ Attention basic document Supplement with further data entries
VDA 4905	Remote data transmission of scheduling agreements
VDA 4912	EDI consignment bill
VDA 4913	Remote data transmission of delivery bill and transport data
VDA 4916	Remote data transmission of production-synchronous call-offs (PAB)
VDA 4922	Form for the shipment of goods between suppliers, freight forwarders and customers - Forwarding order
VDA 4938	Global Invoice EDIFACT
VDA 5007	Container standardization working group - Guidelines for container management
QAA	Quality Assurance Agreement

5. CHANGES

Version	Chapter	Description of the change

Table 7: Changes

6. LIST OF ILLUSTRATIONS

7. LIST OF TABLES