



TRISTONE Flowtech Group Global Supplier Logistics Manual

Revision 2.0

Publisher:

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1. PREAMBLE

TRISTONE Flowtech Group (in the following referred to as "TFT") has locations in Europe, Asia and North America.

TFT develops and produces innovative products – always with a focus on safety, the environment and lightweight construction. As a full service supplier, TFT serves every major automotive manufacturer in the world, with customer oriented solutions from a broad range of products and services.

Competition in national and international markets has become significantly tougher in recent years. The increased individuality of our customers places high requirements on our business, and as result also on the logistics functions, in terms of quality and flexibility.

This requires clear and open communication with all parties along the supply chain between suppliers and TFT. The following logistics manual describes the requirements for suppliers and shall apply to all deliveries to TFT facilities globally.

However, since TFT can only attain that high quality level in conjunction with its suppliers, it needs reliable and competent business partners. The supplier shall undertake all necessary actions to meet the logistics requirements stated in this manual. Compliance with the content is essential and will affect future sourcing decisions. It is therefore recommended that suppliers should inform all responsible members of their staff of the contents of this manual.

2. INTRODUCTION

2.1 BASIC PRINCIPLES

This Logistics Supplier Manual is intended to enhance safe movement, part quality, freight cost optimization, lean implementation, control of total costs, as well as to mitigate risks and costs resulting from non-conformance. Compliance to all local regulations is required.

All identities within the Tristone Group reserve the right to carry out Supply Chain Management audits regularly at the supplier's premises, in order to inspect and evaluate the logistics system, including all of the logistics requirements described in this manual.

2.2 OBJECTIVES

This document and its appendices stipulate the logistic conditions for the supply of GOODS by the suppliers and TFT.

It is in addition to the following terms and conditions of the Tristone group:

TFP M.1. Tristone Purchasing Terms and Conditions

TFP M.2. Supplier Quality Manual

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2.3 SCOPE

This Global Supplier Logistics Manual is valid for

Site scope	
Global	TRISTONE Flowtech Group
Global	Direct material suppliers

2.4 AREA OF APPLICATION

This agreement includes provisions concerning the following areas:

- Process description and definition
- Communication
- Packaging
- Transport
- Supplier assessment

If not stressed explicitly, legal provisions shall apply in case the provisions in this agreement should conflict with any other regulations.

2.5 VALIDITY

This document shall enter into force on the date of nomination of the supplier until end of suppliers' obligation supplying to TFT.

2.6 SUPPLIER RESPONSIBILITY

It is suppliers' obligation to comply with the logistic requirements in this document and its appendices at all times.

In the unlike event that the supplier requests deviations from this manual he is required to request an adjustment from the responsible Logistics Manager of the particular TFT location.

Adjustment requests can only be submitted in a written form.

Changes and Adjustments must be implemented, approved and signed off by management in both Purchasing and Logistics Department.

2.7 MODIFICATIONS TO THE AGREEMENT

This document including the agreement is of a dynamic nature, i.e. whenever processes change the document should be reviewed and any necessary changes incorporated accordingly. This document and its appendices should be revised regularly to make sure the relationship and cooperation between the supplier and TFT is continuously improved.

2.8 DEFINITIONS

In the framework of this Logistics Agreement and its appendices, the terms listed below shall have the following meanings:

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Term	Description
CARRIER:	The individual or company carrying out the TRANSPORT of GOODS by land, sea or air by forwarders order.
CONSIGNEE:	The individual or company named in the waybill (e.g. CMR) to which the GOODS are to be delivered.
DEAD FREIGHT:	Compensation to be paid to the CARRIER upon cancellation of the freight contract or if the shipping space is not used in accordance with the agreement (difference between notified and actually provided GOODS).
DELIVERY:	Transfer of the ownership of GOODS to the legitimate CONSIGNEE. For this, acceptance by the CONSIGNEE following goods-in control or the contractor's request to perform this goods-in control is prerequisite.
DELIVERY PERIOD:	Time between order confirmation and delivery of the goods.
DELIVERY FORECAST [DELFOR]:	Non-binding preview of TFT material orders, usually over a period of six (6) months on a week-by-week basis, which are communicated to the suppliers by FAX or EDI in regular intervals.
DETAILED SCHEDULE [DELJIT]:	Preview of TFT final orders on a day-to-day basis, which are communicated to the suppliers by FAX or EDI in regular intervals.
EMPTIES:	Emptied reusable packaging or LOADING EQUIPMENT to be returned to the loading point, exchanged with CARRIER or given back to conferrer (e.g. CHEP).
FREIGHT FORWARDER:	The individual or company organizing, planning, managing, controlling and improving TRANSPORT SERVICES, i.e. buying traffic and related logistic services, supplementing them if necessary with own services and selling them as a package to TFT
GOODS:	All products TFT obtains from its suppliers including their associated containers (LOAD CARRIERS or other PACKING AIDS, EMPTIES, packaging material or outer packaging).
INCOTERMS:	International Commercial Terms: Official international rules for the interpretation of common trade terms as defined by the International Chamber of Commerce in Paris. The Incoterms define the rights and obligations of the seller and the buyer, e.g. transfer of costs and perils, procurement of documents, passage of scheduling obligation.
LOADING EQUIPMENT:	"Carrying" medium for grouping GOODS into a loading unit, e.g. pallets, containers.
LOADING PLAN:	Binding allocation of quantities and part numbers of the purchase order to individual deliveries.
PRODUCTION CAPACITY:	Ability to produce and deliver a defined amount of GOODS over a specific period of time (hour, day or week).

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REUSABLE CONTAINER TURNAROUND:	Average total duration of movement of a packaging unit between the supplier and the customer and back to the starting point.
SHIPPER:	The individual or company who actually hands over the GOODS to the CARRIER – but not mandatory the CARRIERs' contractor.
TRANSPORT:	Forwarding (physical movement) of GOODS in one or several segments / trips with one or several means of TRANSPORT, from dispatch at the place of acceptance to the DELIVERY to the CONSIGNEE.
TRANSIT PERIOD:	Period of time from departure at the supplier's site to arrival at the customer's site.

29	ABBREVIATIONS
2.5	ADDIVENTIONS

Abbreviation	Description
AIAG:	Automotive Industry Action Group
ASN:	Advanced Shipping Notification (electronic delivery note)
AWB:	Airwaybill
AT.R:	See EUR.1 but other countries/regions than Mexico or Switzerland
B/L:	Bill of Loading / Waybill
CMR:	Contrat de transport international de marchandises par route (international agreement of contracts of carriage by road)
D/N:	Delivery Note
DELFOR:	Delivery Forecast
DELJIT:	Delivery Call off / Shipping release
DESADV:	Dispatch Advise
DIN:	Deutsche Industrie Norm (German Industry Standard)
EDI:	Electronic Data Interchange
ETA:	Estimated Time of Arrival
ETD:	Estimated Time of Departure
EOP:	End Of Production
EUR.1:	Certificate of origin, preferential movement certificate between European Union (EU) and other countries/regions, e.g. Mexico, Switzerland.
FORM A:	See EUR.1 but other countries/regions than Mexico or Switzerland

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FTL/FCL:	Full Truck Load / Full Container Load	
JIS:	Just In Sequence delivery	
JIT:	Just In Time delivery	
LDMN:	Logistics Defect Material Notification	
LSM:	Logistics Supplier Manual	
LTL/LCL:	Less Truck Load / Less Container Load (part load, groupage)	
LTSD:	Long Term Supplier Declaration is a kind of a certificate of origin, which is provided by suppliers to give evidence that their products are of EU origin. A LTSD has usually a validity of 1 (one) year.	
MMOG/LE:	Materials Management Operations Guideline / Logistics Evaluation	
MOQ:	Minimum Order Quantity	
OTD:	On Time Delivery	
PaC:	Packaging Catalogue	
PC&L:	Production Control & Logistics	
PN:	Part Number	
PO:	Purchase Order	
PU:	Packaging Unit (e.g. KLT, Cardbox, etc.)	
RT:	Round Trip	
SA:	Scheduling Agreement	
ST:	Single Trip	
SU:	Shipping Unit (e.g. Palett, etc.)	
SOP:	Start Of Production	
SPM:	Supplier Packaging Manual	
SPI:	Supplier Packaging Information	
SLM:	Supplier Labelling Manual	
SRM:	Supplier Relationship Management (supplier portal)	
VDA:	Verein Deutscher Automobilhersteller (Association of German Car Manufacturer's)	

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3. COMMUNICATION

Proactive and perfect communication is the key to mutual success.

3.1 CONTACTS

Suppliers must designate a key contact person responsible for handling logistics support (name of contact, nominated deputy and superior, with e-mail address, phone and fax numbers).

The key contact person must have the necessary expertise and is obliged to respond promptly to all questions within 24 hours.

Communication language:

- Language of corresponding TFT location, OR
- English (as standard for international communication)

3.2 AVAILABILITY

The key contact person designated by supplier (or his or her proxy) must be reachable on working days between 8 a.m. and 5 p.m. (suppliers' local time).

Outside of the mentioned hours (and during plant shutdown periods), appropriately qualified staff must be on call to handle "emergencies" and to provide a first feedback within 2 [two] hours after the emergency request.

Supplier must provide an emergency cell phone number.

3.3 EDI

EDI as method of information interchange is fundamental to all supplier relations with TFT. Supplier should use EDI to receive and transmit information (such as delivery forecasts, delivery call-offs/ scheduled releases) from and to TFT.

Tristone Flowtech is using the following standard automotive industry formats data interchange:

- VDA
- ODETTE

Suppliers can communicate the following with TFT via EDI:

- Delivery Schedules / Delivery Forecasts (DELFOR)
- JIT-Schedules
- JIS-Schedules
- DESADV/ASN
- Credit notes

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Please note, technical requirements and message formats for the commercial data exchange, which must be observed for the interchange, have to be communicated with TFT IT department from the particular TFT location.

The supplier is responsible for the technical connection on their side.

3.4 B2B PORTAL / WEB-EDI

Suppliers who do not have the possibility or do not want to have a "classical" EDI link to TFT are required to use as alternative a separate Internet based tool.

Tristone is currently in process of implementing such standard supplier Web-EDI application which will be called "OTOEDI".

The "OTOEDI" will be accessible via any internet web browser for following functionalities:

- Scheduling Agreement (blanket Purchase Order)
- Order Coordination
 - o Delivery schedules (DELFOR)
 - Call offs / Shipping releases (DELJIT/DELJIS)
 - Shipping Notification (ASN/DESADV)
- Label printing
- Logistics Claim Management
- Others to be defined

How to register will be communicated at a later stage by releasing a new revision of this GSLM. A user manual or an individual training session will be provided when the registration is fully concluded.

3.5 OTHER

During transitional phases or in case of any technical problems with data connection (EDI / Web-EDI) communication can also be by e-mail or Fax.

4. PRODUCTION CONTROL & LOGISTIC PROCESS

4.1 BASIC PROCESS & INFORMATION FLOW



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4.2 DELIVERY CONDITIONS / INCOTERMS

Delivery conditions / INCOTERMS 2020 will be agreed in the TRISTONE Purchasing Contract and are binding. If changes to the INCOTERMS are requested, they have to be mutually agreed between supplier and the purchasing responsible from the particular TFT location. They will only come in force from the moment when the purchasing contract has been updated and submitted to supplier.

In general, TFT prefers for all suppliers:

- FCA [Free Carrier] @suppliers location OR
- DAP [Delivered At Place] @TFT location

For intercontinental suppliers TFT also accepts

• FOB [Free On Board] @port of departure

In case supplier delivers into a consignment warehouse (see 4.9 CONSIGNMENT STOCK) the preferred INCOTERMS 2020 are

- DAP [Delivered At Place] @consignment warehouse location
- DDP [Delivered Duty Paid] @consignment warehouse location

4.3 PRODUCTION CAPACITY

At quotation, the maximum weekly capacity at TFT and peak capacity is agreed between TFT and supplier. Peak capacity is the maximum weekly capacity plus flexibility, based on maximum output on tooling and equipment. Supplier must be able to fulfil the weekly peak capacity at all times as agreed and confirmed in TFT Nomination Letter.

The supplier must ensure that appropriate capacity and resource planning is carried out at all stages (pre-series up to after sales), so that the necessary requirements, including variations, can be supplied in time. Time in advance for the transports to the TFT manufacturing location must also be taken into consideration.

4.4 FLEXIBILITY

Short-term quantity changes of +/- 15% based on average monthly requirements are common and considered by TFT to be normal fluctuations in demand.

Individual supplier flexibility may be agreed in the TFT Purchasing Contract. If the purchasing contract provides for a higher range of fluctuation, the stipulations in the purchasing contract are binding.

Additional costs (e.g. materials, transport, personnel) within maximum weekly capacity will not be accepted by TFT. Supplier is responsible to fulfil TFT Delivery Schedules within maximum weekly capacity at all times.

In case of short-term fluctuations exceed the agreed flexibility, a mutual solution needs to be developed in cooperation between supplier and the particular TFT Logistics department.

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Long-term quantity changes, which would lead to supplier investment, must be indicated to the involved plants in Tristone Group immediately and discussed with the relevant Purchasing Manager in order to prevent any critical supplier situation at an early stage.

4.5 MINIMUM ORDER QUANTITY [MOQ]

Under and over deliveries are generally not permitted, except those that have been agreed in advance with the responsible material planner of the relevant TFT location.

Without prior agreement, the plants in the Tristone Flowtech Group reserves the right not to accept delivery or to charge the supplier for additional costs and expenses actually incurred.

Therefore, the MOQs, rounding values and the delivery frequency have to be defined under economic standpoints during the quotation process. For the period prior SOP, close to EOP and after EOP/Aftersales individual MOQ's have to be mutually agreed.

The following formula applies as a general approach to define the MOQ:

The MOQ has to be reviewed with the responsible Logistics Manager of the TFT location, approved and signed within the Tristone Nomination letter. Without an officially signed agreement of all parties the MOQ and rounding value does not come into force. In this case, the ordered quantity from the relevant TFT manufacturing location has to be respected.

The MOQ is not necessarily equal to the required pick-up quantity. TFT reserves the right to split the MOQ into several deliveries.

4.6 DELIVERY FREQUENCY

The usual delivery frequency after SOP, shall be mutually agreed until first serial delivery between supplier and a logistics responsible of the TFT location.

Deviations from the agreed delivery frequency on either side, e.g. public holidays, production shutdown, strike etc. must be mutually agreed within a reasonable period of time prior to the event.

4.7 DELIVERY FORECAST & SCHEDULES

Delivery forecast/schedules are transmitted on a rolling basis. They are updated regularly based on current demands and cumulative quantities. The DELFOR contain data with a horizon of at least three (3) months. The latest release is binding and replaces previous releases. Last two [2] weeks prior ETA can be usually considered as "frozen". The forecasted dates and quantities beyond the "frozen" period can change at any time.

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The forecast/schedules contain:

- A period with weekly and monthly forecasted requirements
- A period with daily requirements (if applicable)

Supplier has the obligation to check if the received schedule is complete, correct and plausible (e.g. supplier name, part number, quantity and delivery dates). If any discrepancies are noted, TFT Logistics/Material Planning must be informed immediately.

TFT reserves the right to increase, reduce or cancel forecasts and schedules at short notice within the agreed flexibility rules (see 4.4 FLEXIBILITY).

Delivery forecast & schedules are binding, unless supplier notified TFT within two (2) working days after the receipt that the requirement is not plausible or can't be fulfilled.

Dates and periods on the delivery schedules are depending on the agreed INCOTERMS and must be respected at all times.

All dates under:

E and F clauses (e.g. EXW, FOB) are to be considered as dispatch dates

C and D clauses (e.g. CIF, DPU) are to be considered as delivery dates

The specified volumes, quantities and terms of contract must be observed without fail, regardless of official national or religious holidays or any country, state or regional specific limitations or restrictions. The supplier must take any reasonable effort to fulfil their contractual obligations.

In the event of uncertainty or the impossibility to meet the demand (lead-time and/or quantity), the following actions must be taken by the supplier:

- warn the correspondent TFT logistics responsible person as soon as possible
- inform about the root cause of the problem occurred and provide corrective actions to be implemented
- propose short term actions

Any deviations and/or exceptions must be mutually agreed with the relevant TFT logistics contact and supplier prior to the delivery, and must be confirmed with a new delivery schedule or by e-mail at the minimum.

The supplier must ensure delivery of the parts. In case the specified standard packaging is not available, the agreed alternative or emergency packaging must be used. In parallel TFT Logistics must be informed about this incident.

For more information please refer to the Tristone Flowtech Purchasing Terms and Conditions.

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4.8 SAFETY STOCK

The supplier commits itself to implement, maintain, adjust and continuous optimize a backup stock on their own costs that covers possible fortuity and is available at suppliers' location or any other location other than a consignment warehouse.

Determination:

- Demand analysis by consideration of historical, forecasted and/or expected delivery demands.
- Delivery time analysis by determining average delivery time from suppliers shipping location, including influencing factors such as distance, transportation routes, customs regulations and other possible delays.
- Product characteristics shelf life, demand volatility and product value
- Selection of a suitable calculation method.

Monitoring:

- Real-time monitoring by regular checks of stock level in the various warehouse locations.
- Identification of deviations between planned and actual stock levels.
- Root cause analysis for major deviations (e.g. increasing/decreasing demands, delivery delays, etc.)

Tristone Flowtech reserve the right to assess the supplier performance, e.g. by carrying out a safety stock audit and as a result to adjust the safety stock levels.

In case a supplier doesn't maintain a proper safety stock the regulations about Premium Freight may come in to place. (see 7.7 "PREMIUM FREIGHT")

4.9 CONSIGNMENT STOCK

Tristone Flowtech Group provides the possibility of consignment stock for their suppliers.

This provides the supplier the freedom to make his own decision regarding delivery date, delivery frequency and quantity as long as supplier maintains the inventory level required by TFT.

The supplier will remain the owner of the materials until they are consumed from the consignment warehouse. The quantity of consumed goods are sent to the supplier on a monthly basis and will be paid in accordance to the agreed terms of payment mentioned in the purchasing contract.

The implementation of a consignment stock and any potential cost sharing must be dealt on a case-by-case basis. Both parties must agree and sign an individual consignment contract describing in detail the process to follow.

All Shipping Units [SUs] and accompanying documents must display the note "CONSIGNMENT".

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If TFT consignment contract stipulates a deviating regulation from the before mentioned chapter the consignment contract will supersede.

4.10 DELIVERY BACKLOG

In case of backlog delivery, supplier is responsible for delivering the goods in backlog, in agreement with the TFT Logistics department. Backlog delivery may never lead to a production stop at TFT and supplier must secure TFT production progress at all time. Any costs related to a production loss at TFT will be charged to supplier. (see 7.7 PREMIUM FREIGHT).

In the event of foreseeable delivery backlogs caused by the supplier and/or its sub-suppliers, the supplier must inform the responsible TFT material planner immediately.

The supplier must provide information on the following points:

- Root cause of the incident
- Production output capabilities for the part(s) in backlog and production planning (number of shifts/hours per working day and working days per week)
- Alternative production options investigated (production lines and/or production schedule in accordance to quality requirements)
- Availability of alternative parts (in accordance to quality requirements)
- Possibility of partial delivery
- Premium freight capabilities and timing
- Start of escalation process inside its company
- Recovery plan with a clear outlook of how to come out of the backlog situation and returning to normal routine

All occurring costs, which arise due to the emergency must be absorbed by the supplier.

If an emergency occurs three [3] or more times in one calendar year, Tristone Flowtech reserves the right to require from the supplier to carry safety stock at the supplier's location. The quantity of safety stock shall be at least the usual average quantity between two [2] standard deliveries, but not less than the usual average quantity of five [5] days of TFT production volume.

4.11 SUPPLIER SHUTDOWN

In case of any planned production downtime the supplier has to built the required volume for the complete period in advance. Delivery dates have to be respected in accordance to the last delivery forecast sent by TFT prior to the shutdown period. Thus, the supplier must ensure that relevant logistics personell is available and all deliveries to TFT can be loaded on the specified date, despite being out of service.

Any deviations have to be mutually agreed in advance with the receiving TFT location and need to be confirmed by email.

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4.12 ON TIME DELIVERY [OTD] PERFORMANCE

OTD performance is measured per delivery per part on the planned delivery date and planned quantity as required in the TFT delivery schedules. The measured delivery date is the date that the goods actually arrived at TFT.

Delivery on the incorrect date or with incorrect quantity, is considered as a non-delivery. A non- delivery will be taken into account in the delivery performance.

OTD performance is planned to be part of a supplier scorecard within TFT supplier portal (see 3.4).

4.13 REJECTED PARTS

Rejected parts are considered as non-delivered parts. In case of rejects new parts must be delivered directly, in mutual agreement with TFT Logistics department. Delivery quantity and lead-time needs to be agreed between supplier and TFT Logistics.

The supplier is responsible for arranging the transport for the return of rejected parts.

In case the supplier doesn't pick-up or doesn't want to take back the rejected parts, TFT shall have the right to scrap them on behalf of the supplier and charge them to the supplier, including all associated costs.

4.14 OBSOLETE/SURPLUS PARTS

In case in which TFT receive obsolete material or quantities that exceed TFT orders and may become obsolete or TFT discovers a surplus in relation to the previously determined requirements after the deliveries have been discontinued, the supplier is responsible for arranging the transport for the return of parts.

TFT is required to inform the supplier about such quantities in written form (Email, Fax). If supplier doesn't react TFT is required to send at least two written reminders. First reminder shall not be sent earlier than 14 days, second reminder not earlier than 30 days after initial information.

If the supplier doesn't react after second written reminder or doesn't want to take back the surplus/obsolete parts, TFT shall have the right to scrap them on behalf of the supplier and charge them to the supplier, including all associated costs.

4.15 SAMPLE PARTS/TEST PARTS/PROTOTYPES

In no case the delivery of Sample Parts, Test Parts and/or Prototypes shall be mixed with a serial delivery.

Such deliveries must be accompanied by an individual D/N stating the

- Purchase Order No. (if applicable) & Date
- Order Person
- Part Number(s)
- Quantity of each PN

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• Number and weight of Packaging Units [PU]/Shipping Units [SU]

All accompanying documents must display the note "SAMPLE PARTS/TEST PARTS/ PROTOTYPES ". Likewise to all PUs/SUs a colored label with same note must be affixed.

5. PACKAGING

Packaging provided by the supplier must comply with the TFT SPM (see Annex 1 "SPM") and TFT PaC (see Annex 1-1 "PaC").

The packaging used for transport between the supplier and TFT plant and the related responsibility shall be defined and confirmed using the SPI form (see Annex 1-2 "SPI").

Should the supplier change the address for production and/or pick-up of the GOODS and/or his processes, this could result in more reusable containers being required. The supplier must respond to this increased demand no later than the date of relocation; this response shall comprise an investment in as well as procurement and incorporation of the containers. This investment and any additional costs shall be borne by the supplier.

6. LABELLING

In order to ensure an efficient communication between suppliers and TFT every PU and SU that is sent to TFT needs to have a proper Global Transport Label so that it can be identified at any moment within the supply chain.

All kind of labels must comply with the TFT SLM (see Annex 2 "SLM"). In this document, the TFT requirements on correct labelling are defined and described.

7. <u>SHIPPING</u>

7.1 LOGISTICS DATA SHEET

The key framework conditions concerning the shipping are defined in the Logistics data sheet. (see Annex 1-2 "SPI" - Logistics Data Sheet)

All information shared and agreed in the Logistics Data Sheet are binding for all inbound shipments and must be strictly complied with.

7.2 TERMS & CONDITIONS

Deliveries shall be in accordance with the latest version of INCOTERMS. They refer to loaded and empty pallet shipments alike. The applied INCOTERMS are agreed in the TFT Purchasing Contract and defined in the Logistics Data Sheet (see Annex 1-2 "SPI" - Logistics Data Sheet).

7.3 NOTIFICATION OF THE CARRIER

Irrespective of the agreed Delivery Conditions the supplier is obliged to mutually agree with the TFT Logistics responsible who shall be in charge, and in which form the Freight Forwarder/Carrier must be informed, that goods are ready for pick-up.

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7.4 SHIPPING DOCUMENTS

All deliveries sent to TFT must be accompanied with correct and complete set of shipping documents. – For your reference you find below which documentation must be considered when shipping to TFT.

All necessary transport documents e.g. D/N, customs docs (see 8. "Customs Documents") must be set up by the supplier at his own risk and expense and passed to the CARRIER or FREIGHT FORWARDER. For overseas and airfreight shipments TFT requires to receive all transport documents by email.

	European Union	Rest of Europe	USA/ Mexico	China	India
D/N	X	X	X	Х	Х
Invoice	Χ	X	X	X	X
Waybill			X	X	X
Shipping Order	Х	Х	X	X	X
CMR	Х	Х			
B/L or AWB			Х	Х	Х
LTSD	Х				
	(for details				
	see 8.2)				
Supplier		United			
Declaration		Kingdom			
Preferential		Х	Х	Х	Х
Movement					
Certificate (if					
applicable)					
Certificate of		Х	Х	Х	Х
Origin (if					
applicable)					

Tristone Flowtech requires three [3] sets of shipping documents.

- Two [2] sets (Original plus one [1] copy) handed over to the FREIGHT FORWARDER or CARRIER
- One [1] set must be securely fastened to the goods at the outside of the packaging, e.g. self-adhesive envelope.

7.5 DELIVERY NOTE & SHIPPING ORDER

As a minimum the delivery note must contain the specifications in accordance with DIN 4991/VDA 4912 standard or the equivalent ODETTE standard.

It is preferred to have one specific D/N number for multiple PN's, provided they're from the same Purchase Order. If with same delivery multiple PN's from different PO's are supplied, it is required that for PO# an individual D/N will accompany the delivery. Each D/N should reference the specific requested delivery date for the item as defined on the schedule agreement.

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Shipping orders must be in line with VDA 4922 or the equivalent ODETTE standard.

7.6 LOADING & UNLOADING

Irrespective of the agreed INCOTERM the Supplier will be responsible for secured loading of the goods on the first means of transport.

Stowing and securely fastening of the goods on vehicles/containers is under the responsibility of the CARRIER.

TFT will be responsible for the unloading of the last means of transport, except at external consignment warehouse.

7.7 PREMIUM FREIGHT

Premium Freight is defined as any transportation deviating from the standard transportation process agreed between supplier and TFT.

Premium Freight resulting out of suppliers non-conformity of its obligations shall be organized and paid by supplier. The supplier must provide all necessary details (Waybill No., Carrier, ETD/ETA etc.) to TFT.

If supplier is unable or not willing to do so, TFT will organize and pay for this Premium Freight.

In such case TFT reserves the right to pass on all related costs plus an adequate compensation fee from their liabilities to supplier.

7.8 SHORTAGE & DEAD FREIGHT

In case the goods to be collected are not available with the quantity which has been announced whilst "7.3 Notification of the carrier", the available goods shall be loaded. The supplier shall inform the individual responsible at TFT Logistics on the determined shortage without delay, but in any case before departure. Before collection, the accompanying documents must be updated correspondingly by the supplier. Confirmation by the driver is mandatory.

Should a determined shortage occur, the CARRIER is allowed to charge DEAD FREIGHT for the missing quantity. This compensation shall be at the originator's expense.

Additional costs resulting from excess deliveries shall be borne by the originator.

The supplier shall be responsible for informing the respective TFT plant on any events possibly affecting the supply with GOODS (holidays, industrial action etc.).

7.9 DELAYS

If supplier provides the goods for collection with delay the following measures have to be taken:

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- The responsible Logistics/Material Planner from TFT receiving location as well as at the carrier must be notified by all means and without delay by phone, including subsequent confirmation by fax or e-mail.
- TFT cannot guarantee that no waiting periods occur as result from such delays. In case the supplier caused any extended waiting periods (more than one [1] hour), TFT can charge the supplier for the costs incurred.
- The supplier shall undertake all necessary measures to provide the GOODS as soon as possible. All costs resulting from such actions (e.g. Premium Freights) shall be borne by the originator.

7.10 EQUIPMENT

In so far as the supplier is responsible for the delivery, he must ensure that the provided equipment is in technical conditions which fulfil all relevant regulations.

The transport means used for the shipping must be suitable for the weather conditions which apply from the time of collection and the final delivery.

8. CUSTOMS DOCUMENTS

8.1 GENERAL CUSTOMS DOCUMENTS

Regardless of the agreed delivery conditions the supplier has to hand out all legally required customs documentation (documents, certificates) for the GOODS to be exported to the FREIGHT FORWARDER or CARRIER. Alternatively, the supplier can mandate the nominated FREIGHT FORWARDER or CARRIER to issue the documents on suppliers' behalf and costs and provide the necessary information required for official handling before the GOODS are collected.

The customs documents to be fully and truthfully completed are not limited to general or standard customs documents, but also such as:

- Supplier Declaration
- Certificate of Origin
- Preferential Movement Certificate (e.g. EUR.1, AT.R, Form A, etc.)

8.2 LONG TERM SUPPLIER DECLARATION

For all deliveries within the European Union the suppliers are legally obliged to provide LTSDs.

As per EU Implementing regulation 2015/2447 LTSDs have a validity for one year, but need to be renewed whenever it's legally required.

For more details please visit: <u>https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32015R2447</u>

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9. MMOG/LE

Tristone Flowtech requires from their suppliers to perform a MMOG/LE (Materials Management Operational Guidelines/Logistics Evaluation) self-assessment, developed by Odette and AIAG on the MMOG Platform (www.mmogle.com).

Most preferably the full assessment is desired, but as a minimum it is requested to perform the "Basic subset".

Once the self-assessment is completed or upon request the supplier shall submit the relevant documents to TFT Logistics department.

For more information please visit:

https://www.odette.org/mmog#mmog-assessment

10. SUPPLIER ASSESSMENT

10.1 LOGISTICS INDICATORS

The criteria relevant for supplier assessment are:

- correct goods
- quantity correctly provided or delivered
- provided or delivered in time
- usage of correct packaging
- correct and complete documents
- correct and complete labelling of the goods
- correct EDI or Web-EDI message

10.2 CLAIMING

To ensure processes run smoothly TFT has introduced a claim tool via its OTOEDI B2B portal (see 3.2 "B2B Portal/Web-EDI") or in case supplier is not yet on boarded a manual process comes in place. (see Annex 3 "DMN")

Should a complaint arise, TFT will open a claim case and submit relevant info about the occurred logistics defect to the supplier. The supplier is required to carry out measures to eliminate the process error followed by a supplier 8D-report.

TFT reserves the right to charge an administration fee per occurrence to the supplier. Also TFT reserves the right to pass on any extra costs incurred to the supplier.

11. ANNEXES

The following appendices are mandatory parts of this Agreement:

- Annex 1: TFO_M_01-1_SPM_Supplier Packaging Manual
- Annex 1-1: TFO_M_01-1.1_SPaC_Supplier Packaging Catalogue
- Annex 1-2: TFO_F_13_SPI_Supplier Packaging Info

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- Annex 2: TFO_M_01-2_SLM_Supplier Labelling Manual
 - Annex 3: TFO_F_14_LDMN_Log Defect Material Notification

12. CHANGE HISTORY

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Release	Date	Change Description	Author
001	2021-04-01	Initial Document	Markus Jassmann
			Marcin Placek
002	2024-11-01	Second Edition	Christian Matzanke
			Gian Franco Buscemi