

SCHEUCH GENERAL TERMS AND CONDITIONS OF PURCHASE FOR LOGISTICS SERVICES Version: June 2016

1. Scope of validity

All purchases of logistics services must be carried out exclusively on the basis of these terms and conditions of purchase. Orders shall be deemed valid if they have been submitted in writing, by email or by fax. Orders placed verbally in person or over the phone shall only be accepted if our purchase order number (order number and cost centre number) is quoted, and we shall only deem them to be binding once we have subsequently sent out written confirmation in the form of a purchase order. We must receive email confirmation of the purchase order's acceptance within 24 hours of the purchase order being issued. If no confirmation is received within this time frame, we shall deem the purchase order to have been accepted by the supplier. Any deviations from our purchase order require our express written acknowledgement in order for them to be valid. This applies in particular to those that arise as a result of terms and conditions of sale containing different provisions being issued.

1.1 If you do not provide the specified vehicle with the specified amount of free loading space, in the agreed condition, with adequate equipment or by the agreed loading time, we shall arrange for a replacement vehicle at your cost.

2. Lead times

Unless otherwise specified, the lead times and delivery deadlines specified in our purchase order must be considered fixed lead times/deadlines. The goods must arrive at the place of receipt specified by us within the lead time and/or by the delivery deadline.

In the event of circumstances preventing carriage or delivery, any other delays affecting transport, damage to the load, or any other circumstances preventing the transport order from being executed properly, we must be notified immediately by phone and in writing. No further steps may be taken without our instruction. In the event of an accident, theft or robbery in particular, you must also notify the local police authorities without delay. The police report must be sent to us via fax or email as soon as it has been drawn up.

If we do not receive the necessary information, we shall reserve the right to claim compensation for expenses associated with the consignment.

3. Transport approvals

Pursuant to Sections 3 and 6 of the Road Haulage Act (GüKG), you shall undertake to have the permits and authorisations required for transport (national permit, Community licence, third-country approvals, ECMT permit, etc.) and to deploy only drivers who are lawfully employed. Any drivers who are from a country outside the European Economic Area must possess either a permit or eligibility papers pursuant to Section 7b of the GüKG, must carry this documentation with them at all times, and must present it to both inspection officials and us.

3.1 Transporting dangerous goods

Transport orders that involve transporting dangerous goods must be processed in line with the latest dangerous goods regulations that apply in each case (ADR/RID/IMDG/IATA DG/national provisions). Approvals, equipment and driving licences in particular must be up to date. Vehicles that do not comply with the specifications, are dirty or show signs of damage shall be rejected. Any replacements shall be made available at your cost.

Additionally, you must have insurance for the dangerous goods in line with the latest applicable provisions and ensure that all premiums have been paid.

3.2 Oversized goods transport

By the time the agreement is discussed by phone, we shall assume that you and your drivers have all the permits, documentation and equipment required for this transport order.

4. Transport equipment

Your vehicles shall comply with at least the criteria of the Euro 4 emission standard and shall be in perfect technical condition. The loading space shall be clean, free from any unusual odours, and dry. Your vehicles shall comply with all applicable national and international provisions and legislation concerning road traffic and transport, with ADR/RID/IMDG, and with any special provisions that apply to this transport order. If a vehicle is carrying dutiable goods, it must have a customs seal certificate. Ideally, curtain-side trailers and mega trailers should be used. Linked groups of trailers shall only be accepted following prior consultation.

5. Transport insurance

Unless the transport purchase order specifies otherwise, Scheuch shall be considered a customer that waives certain types of freight forwarding insurance in the case of all transport.

The consignment forwarder must have CMR insurance that covers maximum CMR liability with the premium paid. You must send us the latest version of the policy without being prompted to do so.

You shall undertake to advise your drivers that they must lock vehicles properly whenever they leave them, secure the vehicles as prescribed by the obligations of the applicable insurance,

comply with statutory driving and rest periods,

observe narcotics legislation and refrain from any consumption of drugs or alcohol,

follow the customer's regulations during loading and unloading,

and ensure that vehicles, trailers, semi-trailers and swap bodies are only ever parked in supervised car parks whenever they are loaded with our goods. We assume that drivers will be familiar with country-specific requirements. Especially in cases where goods are being transported to countries where such requirements apply, on delivery the recipient must request unique proof of identify that is documented by a passport or other official documents, and the information must be entered on the consignment note.

6. Consignment documents

Our documents, which accompany consignment notes, must be handed over to the recipient, with the exception of Austrian export shipping bills. In cases involving third countries, we shall prepare the documents required for the Austrian export process and the shipment shall be accompanied by an export shipping bill. It is not necessary to return the export shipping bill as this is done electronically by the customs office at the point of exit.

In the event that dutiable goods are unloaded in an unlawful manner that is not under customs control, you shall be liable to us for any costs arising from this, such as import duties and customs penalties.

Your vehicle shall be lockable and shall have a customs seal string or other kind of customs seal that complies with the applicable ISO standard and TIR Carnet regulations.

7. Loading times/Registration times

At registration, the driver must disclose our order number; otherwise, it will not be possible for loading to take place.

Aurolzmünster and Mehrnbach plants; St. Martin and Utzenaich external warehouses

Mon.–Thurs. 07.00 a.m. – 02.30 p.m. (lunch break: 12.00 p.m. – 12.30 p.m.)

Fri.: 07.00 a.m. – 10.00 a.m.

Prievidza plant (Slovakia)

Mon.–Fri.: 07.00 a.m. – 01.00 p.m. (lunch break: 11.00 a.m. – 11.30 a.m.)

8. Loading/Securing the load

The customer or a company commissioned by the customer shall execute the loading process.

The heavy-goods vehicle driver shall be responsible for securing the load; this must be carried out in line with the specifications provided by our loading personnel. The driver must submit a complaint about any discrepancies immediately at the site and these discrepancies must be documented on the CMR consignment note.

In principle, packages must not be stacked. This may only be done with Scheuch's consent. Transshipments or additional loads shall only be permitted with our prior written consent.

Load-securing equipment (such as lashing straps, tensioning bars, edge protectors and non-slip mats) shall be provided by the contractor/driver, who is also responsible for loading the goods in a roadworthy/safe way.

Minimum number of securing equipment items in perfect working order according to load-securing specifications:

Heavy-goods vehicle trailers: 15 lashing straps, 30 corner protectors, 4 tensioning bars, 40 non-slip mats

Heavy-goods vehicles alone: 5 lashing straps, 10 corner protectors, 4 tensioning bars, 20 non-slip mats

9. Liability

Unless otherwise specified, the contractor must compensate the customer for the full amount of any damage within the context of and subject to the following limitation of liability:

- The customer shall be liable pursuant to the mandatory national and/or international legislation and/or provisions that apply to the relevant transport sector (such as the General Austrian Forwarders' Terms and Conditions, Austrian Ordinance on Automotive Fuels, CMR Convention, CIM Convention, Hague-Visby Rules, Antwerp Rules, Hamburg Rules, and Warsaw Convention) or, if such legislation and/or provisions do not form the basis for this, shall be liable pursuant to liability provisions that are standard for the industry.
- If the customer suffers direct damage as a result of delivery delays and/or incorrect or incomplete services through the contractor's own fault, then the contractor shall be fully liable for said damage. In cases of slight negligence arising from or in connection with the contract, the contractor shall not be liable for indirect damage or consequential damage in the form of production downtime and loss of profit.
- In cases of personal injury, the contractor shall be liable pursuant to the statutory regulations.
- Liability for vicarious agents: The contractor shall be liable for subcontractors acting as vicarious agents pursuant to the liability regulations/limitations defined in the contract.
- Transport insurance must be taken out by the customer and/or its customer. The customer must be notified immediately of any cases of damage and delays, even if it is not bearing the risk associated with transport.
- The transport insurer for the customer or its customer must be authorized to seek recourse within the context of the aforementioned liability provisions.
- The contractor shall cover any compulsory insurance at its own cost.

10. Loading metre specifications

Our loading metre specifications take into account whether packages can be loaded as a single or double layer. They do not take into account whether pallets that can be stacked in double layers should only be stacked in a single layer due to the axle load (when loading at the front, for example) or because the driver has instructed this. The loading metre specifications we have provided are definitive for account settlement purposes.

11. Quantity specifications/Scope of services

If assignments contain approximate specifications about quantities and/or the scope of services, this information is designed simply to act as a guide for the contractor; the customer is not obligated to abide by it.

12. Demurrage payments

Demurrage payments shall only be accepted if we are notified of them immediately and if the date/time on the CMR consignment note and demurrage time card is acknowledged by the recipient.

13. Invoicing

Unless otherwise specified in the purchase order, the following provisions shall be deemed to have been agreed: prices are net fixed prices, do not include value-added tax, and apply on the basis of delivery to a named destination, unless anything to the contrary has been agreed in writing.

Invoices without an order number, purchase order number or cost centre number shall not be processed. Invoices of this kind shall not be considered to have been submitted until they are received again correctly. Accordingly, our customer order number (such as 163412 or 163412.1) or cost centre number (such as 4200) must be listed on consignment invoices. Scheuch shall disclose these numbers when the transport purchase order is placed.

14. Payment

Unless otherwise agreed, we shall make payment within 30 days net following complete delivery of the goods without defects and with an agreed invoice. Delays arising as a result of incorrect and incomplete invoices shall not affect the period for applying discounts. We shall cover the costs of transferring funds applied by our bank but the supplier shall bear all further costs. Payments shall only be made to the supplier. Our payment shall be deemed to have been made when it is processed by the bank and, in the case of cheques and bills of exchange, on the day on which the relevant documents are dispatched. Should we have any counterclaims, we shall be entitled to withhold or offset payments as appropriate. The supplier shall always be required to perform the service beforehand. The supplier may not plead uncertainty and shall not be entitled to retain the goods for any reason. The supplier shall not be entitled to offset any claims on our part against claims on its own part, regardless of the title and context. The supplier shall not be entitled to assign claims against us to third parties.

15. Enquiry documentation, purchase order documentation, confidentiality

All accompanying documents concerning enquiries or purchase orders shall remain the property of Scheuch GmbH and must not be used in any other way without written approval. They must be returned or destroyed if requested by Scheuch GmbH. This also applies to any copies that the contractor has made. Orders and all specifications, documentation, etc. relating to them must be handled as trade secrets and thus kept confidential.

The contractor must prepare quotations, plans, etc. based on enquiries at its own cost. Scheuch GmbH does not provide any remuneration or reimbursements for the process of preparing quotations. The contractor's quotation documents shall not be returned.

16. Place of performance

The place of performance for deliveries is the delivery address specified in our purchase orders; for payments, it is our headquarters. The place of jurisdiction for all disputes arising directly or indirectly from the contract shall be the competent court located at 4910 in Ried im Innkreis, Austria. However, we may bring disputes before another court that is the competent court for the supplier. The parties may also agree to refer a dispute to the court of arbitration. The contract shall be subject to Austrian law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

17. Miscellaneous

If one or more provisions of the contract is/are invalid for any reason, this shall not affect the validity of the rest of the contract.

In the event of the contractor's insolvency, liquidation or bankruptcy, or similar actions affecting the contractor, the contractor shall – without being specifically prompted by the customer to do so – immediately hand over the goods belonging to the customer and/or its customers that are in the possession of the contractor, or shall label these goods in such a way that any rights of lien cannot be exercised against them. The contractor shall have no rights of lien over the customer's goods. Section 50 of the General Austrian Forwarders' Terms and Conditions is excluded.

Specifications for accessing the company grounds

- Access only for:
Employees of Scheuch GmbH, customers, suppliers, service providers and emergency vehicles.
- Parents are responsible for their children.
- Any violations will be prosecuted as trespassing.
- The instructions of the plant security must be followed.
- Vehicles and pedestrians must not stray outside designated routes and walkways.



on any part of the company grounds



Parking is only permitted in the areas identified for this purpose



Attention! Forklift traffic



Plant grounds are subject to video monitoring



Accessing the plant grounds without suitable personal protective equipment is **STRICTLY PROHIBITED!**



The protective equipment specified for heavy-goods vehicle drivers includes a safety jacket and safety shoes