



Logistics Terms & Conditions

for

KION ITS EMEA

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Author: LTC workgroup & CPLS

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1 Introduction – Why we define Logistics Terms & Conditions

1.1 Preamble

KION and its affiliates is a global leader in industrial trucks, warehouse technology, related services and supply chain solutions. The Group is the largest manufacturer of industrial trucks in Europe, the second-largest producer of forklifts globally (so called “ITS segment”) and a leading provider of supply chain solutions, automation technology and software solutions (so called “SCS segment”). The KION Group’s world-renowned brands are among the best in the industry. KION has facilities, R&D centers, sales and aftersales units in Europe, North and South America, Asia and Australia.

Significant growth, increasing competition and globalization have shaped a worldwide network of SUPPLIERS, that has become a strategic success factor for the KION Group. Thus, the KION Group depends on a successful cooperation with reliable, customer-focused, efficient and improvement-oriented SUPPLIERS, who also strive for transparent and efficient supply chains with their suppliers.

1.2 Scope

The ITS EMEA Logistics Terms and Conditions (“LTC”) of KION define the necessary requirements for the delivery of products by the SUPPLIER to KION with regards to the ITS segment of KION (hereinafter referred to only as “KION”). This document describes all technical and operational aspects of a successful collaboration between SUPPLIER and KION from product development phase to serial production and in the spare parts business. Furthermore, the LTC describe how KION assesses and improves the collaboration with its SUPPLIERS.

The rules of the LTC shall apply additional to any other agreements made with the SUPPLIER relating to supply and purchase of products by KION (e. g. Frame Supply Agreement). KION orders solely based on its own LTC. Terms and conditions of the SUPPLIER which differ, conflict or are additional to the LTC of KION are not accepted and shall not apply, unless KION has agreed to them expressly. The silent acceptance of goods or services of the SUPPLIER, as well as payments made by KION, shall not be deemed as a consent of KION to those different, conflicting or additional terms and conditions of the SUPPLIER.

The LTC apply in all current and future companies affiliated with KION in the EMEA region in the sense of Sec. 15 et seq. German Stock Corporation Act (§§15 AktG) belonging to the ITS Segment of KION. At present this includes the following locations:

- *KION Warehouse Systems GmbH*: Truck assembly Reutlingen (DE)
- *KION Polska sp. z.o.o.*: Truck assembly Kolbaskowo (PL)
- *Linde Material Handling GmbH*: Truck assembly Aschaffenburg (DE) & spare parts center Kahl am Main (DE)
- *Linde Pohony s.r.o.*: Truck assembly Střibro (CZ) & components plant Český Krumlov (CZ)
- *STILL GmbH*: Truck assembly Hamburg (DE) & spare parts center Hamburg (DE)
- *STILL S.p.A.*: Truck assembly Luzzara (IT)
- *Fenwick-Linde SAS*: Truck assembly Châtelleraut (FR)
- *Fahrzeugbau GmbH Geisa*: Components plant Geisa (DE)
- *Eisengießerei Dinklage GmbH*: Components plant Dinklage (CZ)
- *Eisenwerk Weilbach GmbH*: Components plant Weilbach (DE)

Furthermore, the LTC apply to all KION entities, that act as service provider for the entities mentioned above (e.g. affiliated logistics service providers).

It might be necessary for KION from time to time to update the LTC due to changing conditions. The SUPPLIER is obliged to check for updated versions of the LTC at <https://www.kiongroup.com/en/About-us/Suppliers/>.

2 Targets – What we commit to

2.1 Correct order fulfillment

For KION, an order is only fulfilled correctly, if the SUPPLIER delivers according to following requirements:

- *Right product:* The SUPPLIER must deliver the product as specified in the order. This includes packaging if further specified by KION.
- *Right quantity:* The SUPPLIER must deliver the quantity as specified in the order. This includes the right quantity per load carrier or handling unit.
- *Right quality:* All products supplied must meet the quality requirements (further information about our quality requirements can be found in the Quality Assurance Agreement).
- *Right time:* The SUPPLIER must deliver at the time specified in the order. This also applies to early deliveries, which are non-permitted unless separately agreed in writing.
- *Right place:* The SUPPLIER must deliver at the place specified in the order.
- *Right costs:* The SUPPLIER must deliver at costs specified in the order. This includes logistics costs such as costs for packaging, transports or handling.
- *Right information:* The SUPPLIER must provide all information required to ensure smooth order processing for KION. This includes providing right information (e. g. order confirmation, delivery note) as well as using the right information medium (e. g. EDI or label).
- *Right sequence:* If requested by KION, the SUPPLIER must deliver in the sequence specified in the order.

In order to continuously improve the collaboration between KION and the SUPPLIER and to support future awarding decisions of KION, supplier's performance and the fulfillment of the above requirements will be tracked by KION continually (see section 4.6).

The SUPPLIER must – following the “zero defect principle” – design his supply chain processes in such a way that there are no incorrect deliveries. In return, KION commits itself to provide the SUPPLIER with the information required to enable the SUPPLIER to achieve the correct order fulfillment.

2.2 Shared commitments

To ensure a successful collaboration KION and its SUPPLIERS share the following commitments:

KION commitments:

- to aim at excellence together with its SUPPLIERS
- to accompany its SUPPLIERS and enable them to progress
- to institute a real partnership with its SUPPLIERS
- to make its SUPPLIERS an active and integral part of KION Group activity

SUPPLIER commitments:

- to meet the expressed and implied needs of KION Group
- to be responsible for their overall performance and the performance of their (mandated) sub-suppliers
- to be reactive, alert, efficient and reliable
- to have a complete transparency towards KION Group
- to support KION in its approach for constant improvement

3 Communication – How we exchange information

3.1 Contacts

The SUPPLIER and KION shall appoint specific persons to be responsible for acting as points of contact. The SUPPLIER shall appoint its contacts by name, including the person's position, e-mail address, landline office telephone number, and mobile phone number, along with a telephone number to use in emergencies.

The SUPPLIER shall remain available via the emergency hotline during the production hours of the KION plant supplied. The emergency contact shall have access to decision makers (e. g. logistics and plant manager) who can authorize immediate emergency response action.

The SUPPLIER is responsible for ensuring that these contacts are always up to date in the KION provided databases.

3.2 Way of communication

The language of communication is English. The SUPPLIER and KION may also agree on using the language of the KION plant supplied.

For a constructive cooperation KION and its SUPPLIERS are required to communicate:

- targeted,
- accurate,
- fact-based,
- objective,
- prompt,
- unsolicited.

3.3 Notification obligations for major changes in the supply chain

In case of major changes in the supply chain of the SUPPLIER, the SUPPLIER is obliged to inform KION prompt without any undue delay. This may include but is not limited to:

- ERP-System change
- Relocation of production
- Changes of production technology
- New production facilities
- Changes in the operational organization
- Changes of sub-suppliers
- Changes in data exchange processes (e.g. EDI)
- Outsourcing of processing steps

3.4 Means and technology

As a general rule, prerequisite for a supply relationship with KION is the transmission of information via electronic data interchange (EDI). The SUPPLIER shall use EDI to receive information from KION and to send information to KION. Information about technical requirements and approved message formats can be found at www.kiongroup.com/EDI. If it's not possible to create a direct connection, data can be transmitted via the internet platform SupplyOn (available at www.supplyon.com).

The following business processes, shall be performed with EDI support:

- Transmission of scheduling agreement call-offs
- Order of spare parts
- Order of configurable materials (CMAT)
- Forecast of configurable materials (CMAT)
- Dispatch notification
- Invoice
- Order confirmation / Order response
- Inventory report
- Credit note

If the SUPPLIER has no existing EDI link to KION, a time schedule for introducing EDI shall be agreed and implemented accordingly by the SUPPLIER. The latest still accepted implementation date is 12 months after the start of the supplier relationship. The SUPPLIER shall bear all costs necessary for the establishment or operation of an EDI connection.

If KION and the SUPPLIER exchange written information outside of EDI (e.g. printed documents such as delivery bills or labels), the SUPPLIER must ensure that the information is machine-readable (e. g. for optical character recognition). Exchange of handwritten information is not permitted.

4 Processes – How we collaborate

4.1 Order processing and forecasting

4.1.1 General requirements

The SUPPLIER must guarantee permanent transparency regarding his order processing. The SUPPLIER must be able to identify his components at any time in his production (batch, series, etc...) and shall always apply FIFO principle to deliver KION Group. The SUPPLIER commits itself to use its best commercial reasonable efforts to meet any short-term increase if required by KION.

Unless otherwise mutually agreed in writing, the dates as stated in the orders of the ordering entity refer to the time the products shall arrive at the ordering entity plant site ("arrival date"). Early deliveries are prohibited unless previously agreed in writing. The same applies to minimum order quantities.

On public holidays or during vacation periods, it is the SUPPLIER's responsibility to plan its capacity to meet the needs of the KION plants, regardless of its own closing days.

4.1.2 Scheduling agreements

In case of scheduling agreements KION provides the SUPPLIER a delivery schedule. The SUPPLIER will receive a weekly schedule agreement release via EDI or WebEDI.

The schedule agreement release describes expected quantity, delivery location and date required at plant. The schedule agreement release includes a forecast of several months and a so-called 'Frozen Zone'.

The volumes and delivery dates stated within the 'Frozen Zone' create legally binding purchase agreements, if not rejected by the SUPPLIER within three working days after receipt of the schedule agreement release. Any changes of quantities and delivery dates within this period require mutual consent of KION and the SUPPLIER

Thereafter, volumes and delivery dates are flexible and may change in accordance with KIONS demand (so called "Forecast"). However, in the first 3 consecutive calendar months of the rolling scheduling agreement release (including the 'Frozen Zone') KION commits to take over and/or reimburse the value of such stated volumes. For the first 6 consecutive calendar months (including the 'Frozen Zone' and the 'Product Take Over Guarantee' period) KION commits to reimburse the value of the unconsumed raw material.

Both Take Over Guarantees shall only apply in case the respective delivery schedule is about to phase out and against receipt of an invoice, provided that the difference between forecasted orders and legally binding orders have not been balanced out during the term of the respective delivery schedule.

Dates and quantities after the 'Take Over Guarantee' period for raw material are for forecasting purposes only and are not legally binding.

The SUPPLIER guarantees to schedule and adjust its production capacity according to the rolling delivery call-off plan and the legally binding delivery obligations. In case the SUPPLIER is not able to meet the volumes and/ or delivery times, the SUPPLIER needs to inform the ordering entity promptly in written form at least for the first 6 months of a delivery call-off plan.

In case of scheduling agreements order confirmations are not required.

4.1.3 Single purchase orders

In case of single purchase orders KION will place the order via EDI, WebEDI or e-mail. This order will contain individual agreements in terms of delivery location and date, quantity and price.

In some cases, single purchase orders may have a specific order reference in the form of sequence numbers. The SUPPLIER shall ensure that these numbers are easily recognizable from the outside on all affected handling units.

The SUPPLIER is generally obliged to send out order confirmations. The order confirmations create legally binding delivery and acceptance obligations between KION and the SUPPLIER.

4.1.4 Consignment stock / vendor managed inventory

The SUPPLIER may be asked to provide a consignment stock either in the KION local plant or in a nearby off-site store. This stock is owned by the SUPPLIER.

Consignment stock management rules will be specified by the KION local plant in agreement with the SUPPLIER with reference to the KION consignment contract. The main principle will be min/max ordering.

Changes in requirement due to KION will be notified by the KION local plant to the SUPPLIER at least three months in advance, in order to avoid having to scrap material.

In case of vendor managed inventory, the SUPPLIER is additionally responsible for inventory management. In return KION provides regular updates about the current stock level and a minimum-maximum-corridor for the expected requirements.

4.2 Packaging

4.2.1 Packaging specifications

The SUPPLIER shall cooperate with KION to design, test and implement packaging that meets the following design criteria:

- Recyclable non-mixed packaging is preferred
- All economic aspects of logistics are respected (transport costs, handling, batch sizes, etc.);
- Packaging material and inlays are reduced to what is indispensable and shall be provided by the SUPPLIER
- Only one packaging unit per material is permitted
- All safety and quality aspects are considered. In particular:
 - The load must always be fixed to the palettes
 - Any plastic film used to fix the load has to be transparent
 - Damaged packaging will be rejected
- The products are protected from damage
- Stackability is ensured (minimum 2 load carriers can be stacked on top of another)
- If the order is for spare parts, the supplier is obliged to deliver in neutral packaging

Packaging and container filling quantities are generally defined by KION. For one-way packaging, the SUPPLIER must define an adequate fill quantity allowing a repacking in a suitable standard container at the KION local plant (i.e. goal: 1:1 repacking in small load carriers) without increased effort.

The results of the packaging specification are documented in packaging instructions. As part of the contract initiation the SUPPLIER must submit a written packaging instruction or confirm the KION packaging instruction as binding. If a packaging instruction exists and the packaging used for a delivery differs from the description, KION reserves the right to return the goods or to charge the SUPPLIER with the generated costs.

4.2.2 Management of reusable containers

If reusable containers are used, the required number of containers will be calculated by the SUPPLIER together with the KION local plant. Volumes of containers exceeding the mutual calculation and needed by SUPPLIER for SUPPLIER's own purposes (e.g. improvement of productivity etc.) shall be ordered by SUPPLIER at SUPPLIER's costs.

For all operational activities arising in the context of empties management, the SUPPLIER is obliged to use the KION web portal. This concerns in particular:

- Container call-off
- Acknowledgement of received and shipped containers
- Inventory and account reconciliation

After initial call-off the SUPPLIER and KION Group plant always check upon reception and shipping if containers are undamaged and clean. Any issue making the container unsuitable for normal use shall be immediately documented and jointly solved. The causing party must pay for the cost of repair and replacement.

In case of a container shortage during operational business, the SUPPLIER is requested to inform the concerned KION local Plant. In case of a shortage, the SUPPLIER is only allowed to use other types of packaging when confirmed in written form by the KION local plant. Delivery, without prior advice, of multiple-use containers not listed in the KION local plant standard packaging catalogue will not be accounted for and be disposed.

The KION local plant is responsible for cleaning containers before each shipment (elimination of scrap and swarf). The SUPPLIER is responsible for keeping the containers clean and to store them in an adequate way.

The SUPPLIER must regularly balance his account in the web portal with the physical stocks. In regular cycles, the KION local plant initiates on top a formal inventory. When differences are found, the SUPPLIER must inform KION and cover the cost of the replacement.

In some cases, KION plants conclude separate empties agreements. In this case, a signed empties agreement is mandatory for collaboration. If KION requests the SUPPLIER to sign an empties agreement, the agreement applies from the start of use of the reusable containers, even if the supplier has not explicitly signed this agreement.

4.3 Transport

4.3.1 Responsibilities

Responsibilities, costs and risks associated with transportation and delivery of products are determined via the agreed Incoterm. The preferred Incoterm of KION is “Free Carrier” (FCA, Incoterms 2020) with the transport managed by the KION Group logistics service provider (URBAN Transporte GmbH). Exceptions require a written approval.

4.3.2 Marking of handling units

Unless otherwise agreed with KION the SUPPLIER is obliged to label each handling unit and group of handling units according to the standards Odette OTL1/Galia ET11 or VDA 4902/4 (according to countries).

All labels, tags, or other markings on returnable packaging must be easily detachable. If the packing units are protected by a protective foil, the labeling, tags, or other markings shall additionally be affixed outside the foil.

BASIC REQUIREMENTS

| | |
|-----------------|--|
| Norm | UCC EAN 128 or 39 |
| Length | 210 mm (see appendix) |
| Height | 74 or 148 mm (see appendix) |
| Support | White paper or plasticized paper |
| Characteristics | Directly readable by the operator and its barcode reader without removing strips and packaging |
| | Readable by the operator and by barcode reader up to one meter away. |
| | Barcode and relevant information on a plain surface |

4.3.3 Preparing delivery notes and transport documents

The SUPPLIER must ensure, that each delivery note contains, at minimum, the following information:

- SUPPLIER name and sender address
- SUPPLIER number as assigned at the relevant KION plant supplied
- Recipient address (recipient plant supplied, unloading point as per call-off, for example)
- KION part number
- Drawing Index
- Total quantity per part number
- Delivery note number also printed as a barcode on the delivery note
- KION order number or call-off number including item line
- On printed delivery notes: Number and type of packaging with KION container code for returnable packaging as well as number of exchange pallets used per order

Furthermore, the SUPPLIER is obliged to provide any documentation required for customs.

4.3.4 Creating transport orders

In standard cases the transport is managed by the KION LSP. The SUPPLIER will be informed about the transport process (registration, pick-up, delivery, transit times, etc.) and contact persons during on-boarding.

SUPPLIERS shall timely (before collection) inform about all essential transport details which includes:

- Addresses
- Type of the goods
- Gross weight
- Dimensions and loading meters
- Marks
- Numbering
- Quantities and type of packages
- Value of the goods
- Delivery times
- Public-legal duties and safety regulations (customs, foreign trade regulations and legal safety obligations)
- Specific technical requirements for the means of transport (stacking) and particular cargo securing means

SUPPLIERS are permitted only to create transport orders in the web portals provided by the receiving KION entity (URBAN Supply System or SupplyOn) or by submitting a Forwarder Pickup Advice (FPA) via EDI. The KION LSP will get in touch with the transport requestor to confirm the pick-up date.

4.3.5 Shipping and transport notification

For each shipment (transport not managed by the KION LSP) or pick-up (transport managed by the KION LSP), the SUPPLIER shall send an advanced shipping notice (ASN) to KION.

ASNs must be sent to KION by the SUPPLIER at the moment of the actual collection/ex-works shipment of the goods from the SUPPLIER to KION.

4.3.6 Goods Receiving

In case a transport is not managed by the KION Group logistics service provider URBAN, either the SUPPLIER or the forwarder must book unloading slots for all KION locations. Registration platform and permitted time slots for unloading as defined by the local KION entity must be respected at all times.

4.3.7 Safety and security

The SUPPLIER must ensure the security of its supply chain and provide adequate documented evidence of compliance in form of licenses, authorizations or declarations. The SUPPLIER shall provide the products securely for loading with the applicable legal requirements and regulations (e. g. for air freight).

In case of Incoterm "Free Carrier" (FCA, Incoterms 2020) the SUPPLIER is responsible for loading the goods. This also includes securing the load with proper load securing equipment. While loading or unloading the truck all participants need to wear personal safety equipment.

4.4 Start and end of production

KION expects increased flexibility from the SUPPLIER in the ramp-up and phase-out phases. The ramp-up and phase-out quantities, responsible contact persons and dates must be agreed between KION and the

SUPPLIER in good time. A control concept shall be discussed and, if necessary, adapted based on the requirements of the given situation.

The SUPPLIER shall be obliged to supply products, which become part of our products as spare parts, at reasonable market prices for at least 12 years after the production of the product concerned has ceased.

4.5 Billing of logistics costs

The SUPPLIER is generally obliged to show both the transport and the packaging costs separately in its invoices. In case any other Incoterm than "Free Carrier" (FCA, Incoterms 2020) is agreed, transport costs are all costs, that are incurred in order to establish the contractually agreed delivery condition. This explicitly includes costs for the transport of empty containers, costs for the procurement of containers and costs of external warehouses and handling.

In addition to that, the KION purchasing department reserves the right to request the costs of SUPPLIER-internal logistics effort. This may include but is not limited to:

- Protective material
- Handling (e. g. wrapping)
- Disposable material
- Marking of the parts or containers
- Loading onto the carrier and load securing effort

4.6 Logistics quality

4.6.1 Detection and reporting of logistics complaints

KION expects 100 % correct order fulfillment (see section 2.1) from the SUPPLIER. Unless explicitly agreed in the order, any deviation will be counted as logistics complaint and recorded as well as evaluated internally by KION.

The SUPPLIER will be informed about logistics complaints in two different ways:

1. Logistics complaints can trigger the KION supplier escalation process (see section 4.6.2). In this case the SUPPLIER gets contacted from KION and is obliged to cooperate immediately.
2. Logistics complaints effect the SUPPLIER performance rating (see section 4.6.3). This rating can be provided by KION to the SUPPLIER on a monthly basis. In case the performance rating drops below a threshold value the KION supplier escalation process will be triggered.

4.6.2 Complaint Management

In the event of a logistics complaint, the SUPPLIER shall be notified thereof and requested to analyze the error description or logistics failure and initiate appropriate containment, corrective and preventive activities. The SUPPLIER shall address the logistics complaint from KION with immediate countermeasures.

To ensure a systematic complaint management KION requests the SUPPLIER to follow a predefined escalation process. As part of the escalation process the SUPPLIER must provide capacities and capabilities to perform each process activity, use the provided templates and comply with the specified time horizons (details can be found in the description of the KION escalation process, which can be provided by the plant logistics contact on demand).

Partial deliveries or special transports as containment or corrective measures require prior consent thereto from KION. The costs for special transports shall be borne by the party that caused the disruption to the process.

4.6.3 Logistics performance assessment

To systematically improve the performance of the SUPPLIER and support KION-internal decisions when awarding new projects and orders KION conducts a SUPPLIER performance rating. The SUPPLIER performance rating collects information about all orders and possible order fulfillment violations (see section 2.1). Based on this information, KION determines performance classes. A poor classification can result in not being considered for new business awarding as well as the escalation process being started. KION provides the results of the evaluation on a monthly basis on demand.

In addition to the SUPPLIER performance rating KION reserves the right to assess the supply chain maturity and conduct process audits on site at the SUPPLIER's premises, or to have a third party contracted by KION conduct such reviews, or to request a logistics self-assessment by the SUPPLIER including action.

4.6.4 Consequences of logistics complaints / errors

If a logistics complaint is caused by the SUPPLIER, the SUPPLIER shall be liable for all and any costs and/or damages arising from such logistics complaints to KION.

Additionally, logistics complaints are summarized in a catalogue of failures that contains the additional costs and efforts, that KION incurs (accessible at www.kiongroup.com/en/About-us/Suppliers/). These costs shall be multiplied based on minute factors by the average country-specific hourly rates and charged to the SUPPLIER.

In the event of failure to comply with the specifications set out in the LTC, and any additional requirements defined for a specific KION location, KION reserves the right to reject the shipment concerned.

Sustained bad performance ratings as well as failing de-escalation lead at first to a KION-internal warning and then to an exclusion when new business is awarded.

5 Appendix

5.1 How to get related documents and information

| Name | Access |
|--------------------------------|--|
| Packaging instructions | Via plant logistics contact |
| EDI standards | www.kiongroup.com/EDI |
| Empties management web portal | Via plant logistics contact |
| Escalation process description | Via plant logistics contact |
| Frame Supply Agreement | Via responsible buyer |
| General Terms and Conditions | www.kiongroup.com/en/About-us/Suppliers/ |
| Logistics data sheet | Via plant logistics contact |
| Logistics failure catalogue | www.kiongroup.com/en/About-us/Suppliers/ |
| Logistics Terms and Conditions | www.kiongroup.com/en/About-us/Suppliers/ |
| Quality Assurance Agreement | Via plant logistics contact |
| Supplier performance summary | Via plant logistics contact |
| SupplyOn | Via plant logistics contact and www.supplyon.com |
| URBAN Ramp Control | Via plant logistics contact |
| URBAN Supply System | Via plant logistics contact |

5.2 List of abbreviations

| | |
|---------|--|
| ASN | Advanced Shipping Notice |
| EDI | Electronic Data Interchange |
| EMEA | Europe, the Middle East and Africa |
| FCA | Free Carrier (Incoterm) |
| FIFO | First In First Out |
| FPA | Forwarder Pickup Advice |
| CMAT | Configurable Material |
| ITS | Industrial Trucks & Services (KION business segment) |
| LSP | Logistics Service Provider |
| LTC | Logistics Terms and Conditions |
| OTL | Odette Transport Label |
| SCS | Supply Chain Solutions (KION business segment) |
| UCC/EAN | Barcode Standard |
| VDA | Verband Deutscher Automobilindustrie |