

Supply Chain Guideline for external companies on the premises of

ACTS GmbH & Co. KG

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Introduction

Dear Sir, Dear Madam

Together, we move products – and we would like to ask you for your cooperation. An experienced team, the required technology and sophisticated workflows are all in place to ensure perfect processing of your delivery.

Everything beyond the constraints of our routine needs to be specially processed: unpacking, repacking, disposal, etc. – this costs time and money. We will charge you these additional expenses for deliveries on pallets.

In order to ensure an optimum flow of goods, we kindly ask you to observe the following information.

Sincerely yours

ACTS GmbH & Co. KG

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1 Address and contacts

ACTS GmbH & Co. KG

WARENEINGANG (INCOMING GOODS)

Kurfürst-Eppstein-Ring 11

63877 Sailauf

GERMANY

Contacts:

Daniel Stenger

Christian Braun

E-mail: logistics.acts@magna.com

1.1 Location map



1.2 Registration & Gates

Registration is required at gate 1 during opening hours. Delivery at gate 2 only upon request of ACTS logistic-staff after executed registration.

1.3 Delivery times

Monday to Friday

- 08:00 h to 12:00 h
- 13:00 h to 16:00 h

2 Notification

Shipments shall be notified at an early stage. Sender must bindingly notify us of shipment by 15:00 h at the latest on the workday (Monday thru Friday) before the delivery. Notification is required for each truck and the scope and content of delivery must correspond to the notification. Shipments notified later are deemed not to be notified. Deviating times shall be coordinated beforehand as necessary. The following information shall be required:

- Name of the main contractor
- Forwarding agent
- Delivery date
- Customer
- Complete delivery notes as copy or file
- Contact at ACTS

Deliveries by parcel service providers need not be advised.

The logistics employees confirm the date and establish a time schedule with a unique reference number. The reference number must be indicated on arrival at the logistics center.

If this reference number is missing, delays in unloading and/or loading may occur.

Please advise your forwarding agent carrying out the delivery that the goods intended for ACTS must be freely accessible. Third-party goods not intended for ACTS cannot be reloaded by ACTS for insurance reasons. Personnel of other companies are not permitted to access our warehouse. We would like the driver to be cooperative. Thank you for your understanding if waiting times occur. Costs for waiting times caused by failure to notify us of delivery shall not be borne by ACTS, but shall be charged to the customer.

3 Delivery terms

3.1 Deliveries on pallets

3.1.1 Pallet packing

All the pallets will be delivered at the supplier's/sender's expense.

- Goods must be packed so as to be externally visible and in countable layers.
- The individual layers must be packed offset in bundles. The same number of goods must be in each layer.
- The pallets must not be overloaded at any point.
- Any possibly incomplete box must be in the top layer and marked.
- An intermediate layer material typical for the industry must be used.

3.1.2 Pallet safety

- The pallet must be built to be robust and able to safely support the weight of the goods.
- Broken or damaged pallets are not accepted.
- Pallets must ensure access of forklift trucks on both sides.
- It must be ensured that packaging and pallets are designed to exclude transport damages. The supplier bears the responsibility for providing packaging that is suitable for the article and transport.
- Hazardous goods must be visibly marked by international hazard identification as well as by notes in German language, and the relevant shipping documents must be available. (s. 3.10.1 Waybill/Forwarding agent transfer note)

3.1.3 Pallet marking (Pallet note/pallet label)

Each pallet must be marked with the following details on the front and rear side, in the upper third section under the film and on the cover:

- Customer/publishing company
- Product designation
- Product number/Internal number
- Product quantity (on pallet)
- Indication of the total number of pallets per title and delivery (example: package 1 of 5)

3.2 Parcel shipments

- For parcel shipments indicate the parcel containing the delivery note.
- Each parcel must contain a note on the total number of parcels.

3.3 Grid box deliveries

- If one or several grid boxes are delivered, access of a forklift truck must be ensured.
- If grid boxes are overloaded and goods are protruding at the top, it will be necessary to avoid stacking of several grid boxes during transport.
- The sender makes sure that parts do not laterally protrude through the grid of the grid boxes so that they cannot be damaged.

3.4 Vehicle delivery/body delivery

- Vehicles and bodies are to be delivered with appropriate, weather-resistant tarpaulin so that unloading is ensured in perfect condition and prototypes are well protected, even in bad weather.

3.5 EURO – Pallet exchange/grid box exchange

- The quality of the incoming EURO pallets as well as grid boxes will be checked.
- If EURO – pallets and/or grid boxes are exchanged, the supplier must be provided with the same number of perfect EURO pallets and/or grid boxes as received with the delivery.
- The supplier will receive a written confirmation on the delivery note.
- If the supplier refuses acceptance, ACTS GmbH & Co. KG shall be released from liability. Under these conditions, the supplier and/or shipping company has no more claim for compensation.

3.6 Proper pallets/grid boxes

3.6.1 Proper plate

Without wooden cover/cardboard cover:



With wooden cover/cardboard cover:



3.6.2 Proper grid box



No damages on the grid box.

Cargo is surely in the grid box
(not protruding)

Grid box

3.7 General packaging – dispatch

Packaging must be designed in such a way that any type of damage and corrosion of the contractual object is excluded during transport and storage for a period of at least 3 months under normal storage conditions at ACTS and/or the supplier's.

3.8 Incoming goods inspection

ACTS confirms the number of packages actually delivered (pallets, boxes, etc.) to the freight carrier. The title and quantity are checked later based on the delivery notes. Incoming Goods requires the supplier and/or forwarding agent to confirm exterior damages on the shipping documents.

3.9 Goods from non-EU countries

If consignments are delivered from third-party (non-EU) countries, the forwarding agent/supplier is obliged to deliver the consignment with duties paid. ACTS cannot store duty unpaid consignments temporarily. ACTS is obliged to accept only duty-paid goods with appropriate proof of customs clearance.

3.10 Accompanying documents/shipping documents

3.10.1 Waybill/Forwarding agent transfer note

For each delivery a waybill/forwarding agent transfer note must be presented with the following details:

- Name of the main contractor
- Name of the forwarding agent/Sub-forwarder
- Total number of pallets/packages/grid boxes of the shipment
- Contact at the company ACTS GmbH & Co. KG
- Weight of the delivery
- In case of deliveries of hazardous goods, accompanying documents (safety datasheet according to §14 of the Ordinance on Hazardous Substances + applicable accident procedures sheet) must be carried along and handed over to the personnel. In case of changes of the materials or the legal situation, the supplier shall transfer the updated safety datasheet to ACTS.

The waybill cannot be replaced by an electronic receipt on mobile terminal devices.

3.10.2 Delivery note

A delivery note with the following details is required for each delivery:

- Name of the main contractor
- Name of the customer/publishing company
- Delivery address
- Product designation and product number / internal product number or project number of ACTS GmbH & Co. KG
- Contact at ACTS GmbH & Co. KG
- Country of origin for imported goods
- Total quantity of the goods
- Quantity per pallet
- Total number of pallets/packages/grid boxes

The delivery note must be attached to the pallet safeguard on one of the narrow sides of the pallet. The delivery note must be sufficiently protected against damages e.g. by means of an envelope made of plastic or kraft paper and visibly attached to the packages/pallets/grid boxes/bodies and vehicles.

3.11 Delivery dates

The supplier shall inform ACTS immediately about any delay in delivery and/or service performance becoming apparent while indicating reasons and the probable duration. Unconditional acceptance of the late delivery shall not constitute any waiver of the rights ACTS shall have with regard to the late delivery. Compliance with the delivery date or delivery time shall be determined by the day of receipt of the contract item at ACTS. ACTS shall be entitled to return deliveries, which have been received before the date agreed or which exceed the quantities agreed, at the supplier's expense and risk or to charge him the storage costs.

3.12 Delay in delivery

- The agreed delivery date – arrival of the contract item at the respective delivery address/unloading place – shall be duly adhered to; otherwise ACTS shall be entitled, without proof of damage, to charge the supplier a penalty for delay in the amount of 1.0% of the total order value for each calendar day of delay in delivery.
- The supplier shall be obliged to compensate ACTS any damage exceeding the penalty for delay. This also includes covering purchases as well as damages due to production failure or interruption.
- In case of delivery before the agreed delivery date, which is subject to the prior approval of ACTS, the deadlines associated thereto will only start with the originally agreed (later) date.
- ACTS shall not be obliged to inform the supplier about any possible delay. The penalty for delay and/or claim for damages shall be deemed not to be remitted if the delivery was either completely or partially accepted and/or paid without reservation.

4 Violations of the goods receipt policy

The supplier shall strictly adhere to the procedures stipulated by the logistics center. In case of non-respect, acceptance can be refused. In case of redelivery, all arising costs shall be at the supplier's expense.

Deliveries can also be refused for the following reasons:

- Notification was not given in advance (no reference number available)
- Delivery is not effected within the agreed time frame
- Contact/project number/purchase order number is not available, therefore, it is not possible to assign the delivery
- Should the supplier behave unmeasured / illegal this is required to leave the premises
- Necessary pallet specifications/pallet properties are missing
- Inacceptable conditions concerning the quality of the goods and/or packaging
- Shipping documents/delivery notes etc. are missing
- Hazardous cargo without marking and documents
- Damaged/faulty/false goods
- Non-compliance with the regulations and instructions of ACTS GmbH & Co. KG
- Third goods stored on the truck before ACTS goods will not be reloaded on our behalf. This means that the goods will be neither unloaded nor accepted.

Incomplete or faulty shipping documents can result in delays. Costs for the additional expenditure arising there from shall be borne by the customer.

5 Non-compliance with delivery guidelines / settlement of expense allowances

In case of non-compliance with these delivery guidelines, ACTS shall invoice the arising costs as additional expenditure.