

Supply Chain Guideline
for external companies on the premises of

ACTS GmbH & Co. KG



Introduction

To whom it may interest,

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:

Max Schmallenbach, Unit Manager logistics/testing service

Daniel Stenger

E-mail: Transportauftrag_extern.DAC_SH@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

In order to optimize our process, the notification of deliveries and collections (with the exception of parcel delivery companies such as DHL, FedEx, TNT, UPS, DPD, Hermes, etc.) will take place from 10th May, 2021 on the website of our partner Cargoclix.

A time slot of 30 minutes for the expected time of arrival can be booked via www.cargoclix.com/magna-acts. During a free demo phase until 10th June 2021 bookings will be free of charge. After that reservations will be charged by Cargoclix with € 0.50 per time slot. The slots must be booked not later than 1 p.m. on the previous working day. From the 10th June 2021 we cannot guarantee unloading without a time slot.

The notification must be made per truck and the delivery must correspond to the notification in terms of scope and content. The following information is required:

- Name of the carrier
- Truck license plate
- Client
- Shipping documents (when delivering pyrotechnics, ADR transport documents are mandatory)
- Contact person at ACTS

Parcel deliveries do not have to be announced in front of.

Please inform your freight forwarder that the goods intended for ACTS must be freely accessible. The reloading of third-party goods not intended for ACTS may not be carried out by ACTS for insurance reasons. The entry to our warehouse for suppliers is strictly prohibited. We welcome a cooperative manner of drivers. We are sorry for any waiting times that may occur. Costs that arise for waiting times caused by unannounced shipments get invoiced as additional expenditure.

3 Delivery terms

3.1 Safety standards

At the logistics area of ACTS GmbH & Co KG are a **high-visibility vest and safety shoes mandatory**. This rule applies equally to employees and suppliers.

Smoking is only allowed in designated areas.



3.2 Deliveries on pallets

3.2.1 Pallet packing

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

- Goods must be packed so that they are 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.

3.2.2 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. Waybill/Forwarding agent transfer note)

3.2.3 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)

3.3 Parcel shipments

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

3.4 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.

3.5 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.

3.6 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.

3.7 Proper pallets/grid boxes

3.7.1 Proper plate

Without wooden cover/cardboard cover:



With wooden cover/cardboard cover:



3.7.2 Proper grid box



No damages on the grid box.

Cargo is surely in the grid box
(not protruding)

Grid box

3.8 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.

3.9 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.

3.10 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.

3.11 Accompanying documents/shipping documents

3.11.1 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 must be carried along and handed over to the staff. The ADR transport document is mandatory. In exceptional cases, the current safety data sheet can be requested from ACTS and must be submitted in analog or electronic form.

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

3.11.2 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.

3.12 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.

3.13 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:

- No Cargoclix timeslot has been booked
- Notification was not given in advance
- 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.