

# Logistics Guidelines for Raw Material & Container Suppliers

## I. Scope

These logistics guidelines shall apply to all raw material and container suppliers (hereinafter "Supplier"), when delivering the aforesaid production material (hereinafter referred to as "Supplies") to the following companies of the Mankiewicz group: Finalin GmbH, Norix Lackfabrik GmbH & Co KG, and Rüdt Industrielacke GmbH & Co. KG (hereinafter "Purchaser"). These guidelines are binding and an integral part of each order. The currently valid version can be found using the link [www.mankiewicz.com](http://www.mankiewicz.com)

## II. Order Process

### 1. Order and Order Confirmation

Orders and individual delivery call-offs must be confirmed or rejected by the Supplier within a maximum of three working days, stating a binding delivery date. If the Purchaser receives neither an order confirmation nor a rejection within three working days, the order or the delivery call-off shall be deemed to be accepted.

For each order the Supplier is required to send the Purchaser an e-mail stating the exact delivery date and the Purchaser's material numbers. In the event the Supplier states solely a calendar week for supply of the Goods the Purchaser may reject the order or delays may occur. Format changes in the layout of the order confirmation must be notified two weeks in advance.

[oc.finalin@mankiewicz.net](mailto:oc.finalin@mankiewicz.net)  
[oc.norix@mankiewicz.net](mailto:oc.norix@mankiewicz.net)  
[oc.ruedt@mankiewicz.net](mailto:oc.ruedt@mankiewicz.net)

### 2. Delivery Problems

If the Supplier anticipates difficulties with regard to production, material supply, compliance with the delivery date or similar circumstances which could prevent it from delivering on time or in the agreed quality, the Supplier must notify the Purchaser of the aforesaid difficulties immediately in writing and coordinate and agree on any deviation with the Supplier.

### 3. Deviation in Quantity

Excess or short deliveries as well as partial deliveries to which the Supplier is not entitled to or which have not been agreed may be rejected at the Supplier's expense and risk.

### 4. Delivery Documents

#### *(Delivery Note and Certificate of Analysis)*

The delivery must be accompanied by the delivery note. If the Supplies in question are customs goods (duty unpaid goods), the Supplier shall inform the Purchaser thereof without further request by the Supplier and hand over all relevant documents for customs clearance. If the Supplier fails to

provide the above information in the shipping documents or packaging units, the Purchaser shall be entitled to reject the delivery. If the Purchaser accepts the delivery of the Supplies nevertheless, the Purchaser shall not be responsible for any delays in production.

A certificate of analysis shall be sent in advance for each delivery of Supplies and only to the following e-mail addresses:

[coa.finalin@mankiewicz.net](mailto:coa.finalin@mankiewicz.net)  
[coa.norix@mankiewicz.net](mailto:coa.norix@mankiewicz.net)  
[coa.ruedt@mankiewicz.net](mailto:coa.ruedt@mankiewicz.net)

The e-mail must contain Purchaser's order number in the subject or file name and a separate certificate of analysis shall be sent for each delivery batch. Fax transmission is not permitted.

Deliveries without a certificate of analysis will only be accepted with reservation (except tankers) and an administrative fee of 250€ will be charged. The Supplier is free to prove that the costs incurred by the customer are actually lower. Tankers without available documents will be rejected in any case.

The certificate of analysis shall be issued in accordance with DIN EN 10204-3.1 (or comparable standards such as ISO 10474-3.1.B or DIN 55350-18 4.2.2.). Alternatively, a letter from the Purchaser may replace these standards. The Purchaser must agree thereto prior to delivery.

## III. Quality of Goods

### 1. Labelling and Packaging

The Supplier shall comply with the international and national regulations for the shipment of dangerous goods. It shall also be responsible for ensuring that the delivered Supplies are not exposed to damages by the intended means of transport. The Supplier will pack and temperate the Supplies with sound commercial practice guaranteeing that no damages and quality degradations (e.g. due to chemical reaction, corrosion, soiling, frost) occur in internal or external handling of the Supplies.

All deliveries must be marked in such a way that all Supplies can be clearly identified at any time. Each packaging unit (IBC, pallet, drum, container, etc.) must be marked with tags, labels or stamps for identification purposes, which must contain the following information:

- material description, article description/number
- net weight
- batch number
- production date and expiry date
- consignor

## 2. Transportation Damage

In the event of damage to carriers or product packaging the Purchaser reserves the right to refuse acceptance of the Supplies in whole or in part. Alternatively, the Purchaser is entitled to claim compensation for all related damages incurred.

## 3. Changes in Packaging

Changes to containers or packaging sizes must be notified in a timely manner.

## IV. Delivery

### 1. Delivery Times / Dispatch Times

All tankers, full truck loads (FTL) and part loads of 3to or more are to be delivered **exactly** on the delivery date confirmed by the Supplier within the specific acceptance times. In case of general cargo shipments up to 3to, delivery must be made within the acceptance times at the latest by the delivery date confirmed by the Supplier. However, it is possible to deliver the Supplies **one working day earlier** without prior notice. The specific acceptance times must be taken into account. Should the carrier/forwarding agent wish to announce his delivery, or have queries, the following e-mail address is to be used:

[incoming.finalin@mankiewicz.net](mailto:incoming.finalin@mankiewicz.net)

#### **Finalin, Hamburg**

Mo – Fr 06.00 am - 03.00 pm

Tankers 06.00 am - 01.00 pm

#### **Norix, Scheeßel**

Mo – Fr 07.00 am – 02.30 pm

Tankers 07.00 am - 12.00 pm

#### **Rüdt, Dettingen**

Mo – Do 07.00 am – 02.00 pm

Tankers 07.00 am – 11.00 am

Fr 07.00 am – 11.00 am

Tankers 07.00 am – 10.00 am

## 2. Delivery Locations

Deviating delivery locations in the respective factory must be taken from the order and observed accordingly.

## 3. Lead time

The Supplier shall regularly inform Purchaser of binding lead times (duration from order to delivery) at individual product level without being requested to do so. If no lead times are communicated, the Purchaser assumes a lead time of ten working days. This applies to all Supplies purchased within the last 24 months. In the lead time list, Purchaser's article numbers must be indicated.

Any changes to lead times must be announced proactively in

due time and do not apply to orders already placed. If there is an extension of the lead time, this must be communicated in advance.

## 4. Evaluation of Adherence to Delivery Dates

If the confirmed delivery date is postponed within the notified lead time (see IV.3.), it is decisive that notification is given three working days before the envisaged delivery date and that the later delivery date is also within the lead time. If delivery is then made on time, it will be deemed to have been made on time (100%).

All deliveries which take place outside the notified lead time shall be deemed not to be in adherence to delivery dates (0%). Furthermore, changes communicated at shorter notice than three working days in advance as well as all delays beyond the confirmed delivery date shall be deemed not to be in adherence to delivery dates (0%).

The Supplier is expected to achieve an adherence to delivery dates goal of 90%.

## 5. Delay and Penalty

In the event of a delay in delivery, the Purchaser shall be entitled to claim liquidated damages for delay in the amount of 0.2% of the net order value per working day exceeding the delivery date, but in no case more than 10% of the net order value. This shall not affect any further statutory claims the Purchaser may have. The Supplier shall have the right to prove to the Purchaser that the delay has caused substantially less damage or no damage at all.

Rene Volkwein, Head of Procurement  
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