

Service Level Agreement between Logistik Service GmbH and the Logistics service provider

Logistics Service GmbH Lunzerstrasse 41 4031 Linz

Phone +43 (70) 6598 - 2000 Fax +43 (70) 6980 - 2000

eMail: <u>office@logserv.at</u> Homepage: <u>www.logserv.at</u>

Content

1. 1.1 1.2 1.3 1.4 1.5	Checklist Personal AEO Cert	tification	3 3 4 4 5 5
2.1	2.1.1 2.1.2 2.1.3 2.1.4 2.1.5 Transpor 2.2.1 2.2.2 2.2.3 2.2.4	blanning & commissioning Block trains Shuttle transport Single wagon transports (incl. wagon groups) physical wagon order CIM/CUV prescription rt execution Waybill creation Deviations from the control process Damaged loaded wagons and lineouts Return of empty wagons Guidelines for loading & unloading of wagons	6 6 6 7 7 7 7 7 8 8 8
3. 3.1 3.2 3.3 3.4 3.5	Load sec Notificat Performa Proof of	ion ance fulfillment delivery	10 10 10 10 10 10
4.	Freight billi	ng	11
5. 5.1 5.2		complaints n check at goods receipt: ntation of the damage:	13 13 13
6.1		Aboration Run tracking without EDI	14 14 14
7	Appendix		15

General

The following chapters define the individual guidelines (Service Level Agreement) between Logistik Service GmbH (LogServ) and the logistics service provider. These guidelines must be adhered to by the logistics service provider and its partners in order to ensure a smooth transport process.

The logistics service provider confirms with his signature that the agreements listed below will be passed on to the responsible or executing employees. In addition, the logistics service provider is responsible for ensuring that the agreements or regulations are passed on to the sub-service providers when sub-service providers are used.

1.1 Scope of the Service Level Agreement

The SLA applies to:

Logistics services in outbound transport

for the following voestalpine companies:

- voestalpine Stahl GmbH (incl. rolled products, metallurgical by-products)
- voestalpine Grobblech GmbH
- voestalpine Steel & Service Center GmbH
- voestalpine Foundry Linz GmbH
- voestalpine Camtec GmbH (excl. CEP services)
- voestalpine Automotive Components Linz GmbH.

<u>The sender</u> is the respective shipping company. Logistik Service GmbH thus acts in the name and on behalf of the shippers.

This regulation applies not only to the transport service itself, but also to services related to it (loading, storage, handling, pre-carriage, on-carriage, etc.).

In addition, this regulation applies to incoming transports, to <u>return deliveries</u> or to services commissioned in individual cases in accordance with the order (deliveries of goods to the site).

If you are also responsible for storage services or on-carriage, please note: https://www.logserv.at/content/download/31693/file/SLA-Logserv_Lager%26NL.pdf

1.2 Checklist for logistics service providers

1. Contact person: The contact person is responsible for all operational interactions with Logistik Service GmbH. For smooth communication, the contact details, as a digital business card, are to be transmitted to LogServ. This includes telephone number and e-mail address.

2. Company register excerpt:

The company register excerpt must be signed by a person authorized to sign (managing director and/or authorized signatory). This company register excerpt also includes the disclosure of bank details (incl. VAT identification number). An excerpt from the commercial register is only required for logistics service providers with whom no commercial relationship has existed to date.

For logistics service providers who do not have their registered office in Austria, a letter must be sent to LogServ. Content of this letter is the exact company wording, the address, the VAT number and the bank details. This must be signed by the managing director and/or authorized signatory. However, the logistics service provider can also send a country-specific equivalent of the Austrian company register extract to LogServ. In case of changes in the company name or bank details, a new company register extract must also be sent to LogServ.

3. Digital collaboration:

The logistics service provider is responsible for requesting the required access from LogServ's system partners. You will find detailed information in section 6 "Digital collaboration".

1.3 Personal

In order to be able to meet the requirements of LogServ, the use of professionally competent, experienced personnel with local knowledge is a basic prerequisite and essential goal. The logistics service provider is obliged to provide its personnel with the legally required work clothing. This includes safety/work clothing, helmet, work shoes and the like. The Logistics service provider is obligated to comply with the Employee Protection Act, the Working Hours Act, the Rest Period Act and the Austrian Employment of Foreign Nationals Act for citizens outside the EEA, as well as the transitional provision for EU enlargement pursuant to § 32a AusIBG. Likewise, the logistics service provider is obliged to comply with the Minimum Wage Act (MiLoG).

1.4 AEO Certification

LogServ relies on the standards and security provisions of AEO certification in its cooperation with logistics service providers. Therefore, the logistics service provider is obligated to provide LogServ with

- submit the AEO certificate (certificate number or copy of the certificate) if the service provider is AEO certified
- If the logistics service provider is not certified or comes from a country that does not provide for the issuance of an AEO certificate (not an EU country), a security declaration must be submitted to LogServ. The security declaration can be downloaded from the following link https://service.bmf.gv.at/service/anwend/formulare/show_mast.asp?s=Za251.

1.5 Archiving

The LDL is obliged to archive all transport documents, in particular waybills, for 15 years and to make them available upon request within a few hours.

Railroad

For questions regarding "Freight Planning & Ordering" and "Transportation Execution" in rail transportation, please contact: ressourcenbahn@logserv.at.

The latest valid operating instructions for driving on the voestalpine connecting railroad must be observed without exception. These operating instructions can be downloaded from the service area of the LogServ homepage.

Link: http://www.logserv.at/content/download/21173/185293/file/Bedienungsan-weisung%20zum%20Befahren%20der%20Anschlussbahn%20voestal-pine%20Stahl%20GmbH.pdf

The formation of trains, in particular the formation of train groups on the premises of AB voestalpine is not permitted and may only be carried out in coordination with the LogServ plant railroad.

2.1 Freight planning & commissioning

In order to ensure optimal freight planning, the logistics service provider undertakes to notify LogServ immediately of the general conditions (involved RUs, route class, border crossings + RPC and transit time table) as well as any disruption on the offered route. The transit time table is to be transmitted by the logistics service provider to LogServ. Only the document "Transit time table railroad LogServ", which is attached as an appendix to the SLA, is to be used for this purpose.

In freight planning & commissioning, a distinction is made between block trains, shuttle traffic and single wagon traffic (incl. wagon groups).

2.1.1 Block trains

The logistics service provider undertakes to comply with the current annual schedule of scheduled trains. Changes to the schedule are to be communicated by the logistics service provider to LogServ without delay.

LogServ may cancel these scheduled trains 72 hours prior to departure at the shipping station.

Demand block trains can be ordered by LogServ on a regular basis according to the contract. The contractually negotiated standard transit times apply here. This transport can also be cancelled by LogServ up to 72 hours before departure at Linz VA station.

The logistics service provider undertakes to confirm or cancel ordered block trains immediately, but no later than the next working day. In addition, the parameters of the train path must be communicated to LogServ when the order is confirmed.

2.1.2 Shuttle transport

In the case of shuttle traffic, there is an active demand notification on the part of LogServ. If a demand is registered by LogServ, the logistics service provider undertakes to provide immediate feedback. In case of transport acceptance, the logistics service provider is obligated to immediately inform LogServ of any change in the transport (delay, cancellation, etc.). Any cancellation of the shuttle transport must be notified to LogServ no later than 72 hours prior to departure at the shipping station. Consequential costs arising from a late cancellation on the part of the logistics service provider are to be borne by the logistics service provider without exception.

2.1.3 Single wagon transports (incl. wagon groups)

The individual wagon or wagon group consignments of LogServ are integrated into the existing transport system of the logistics service provider. The logistics service provider undertakes to transport the consignments within the framework of the transmitted transit time table.

2.1.4 physical wagon order

LogServ is responsible for the physical ordering of wagons from the wagon keepers, unless otherwise agreed. The logistics service provider undertakes to hand over the wagon to LogServ in a transport-ready, roadworthy and clean condition.

2.1.5 CIM/CUV prescription

The CIM-/CUV-pre-order must be sent to LogServ at least 5 working days before the first shipment.

LogServ must be notified without delay of any changes to the advance payments during the term of the contract. If changes relevant to freight invoicing (e.g. tariff, freight contract number, freight payer, RPC, etc.) occur during the term of the contract, they will be activated in the system no earlier than three working days after notification. LogServ shall not be liable for any additional expenses in connection with CIM/CUV prescriptions that are not transmitted in time.

In the course of the initial shipment, an e-mail address for notification must be provided.

2.2 Transport execution

The logistics service provider undertakes to provide LogServ with an order confirmation for each shipment. This applies to all transport variants (block trains, shuttle traffic & single wagon traffic (incl. wagon groups).

2.2.1 Waybill creation

The bill of lading is the responsibility of LogServ.

After creation, the consignment note is transmitted to the first executing carrier (accepting RU) via the interfaces.

2.2.2 Deviations from the control process

Deviations from the agreed transit time and/or non-compliance with the destination date must be notified immediately via EDI. Only in case of non-existing EDI connection the resource management railroad has to be contacted immediately (ressourcenbahn@logserv.at).

Significant incidents that lead to disruptions in the transport process must also be reported to Rail Resource Management:

Significant occurrences are:

- 1. Damaged wagon
- 2. Load securing complaints
- 3. Track closures
- 4. Accidents
- 5. Resource Deficiencies
- 6. Freight backlog
- 7. Construction work on the transport route (risk of transport delay exists).
- 8. Refusals of acceptance

2.2.3 Damaged loaded wagons and lineouts

If damage occurs during transport, the following information must be sent to LogServ immediately after it occurs:

- 1. waybill number
- 2. car number
- 3. consecutive damage number (year-mode-consecutive number)
- 4. NHM No.:(Harmonized List of Goods)
- 5. cargo
- 6. sender
- 7. shipping station
- 8. consignee according to consignment note
- 9. destination station (number & name)
- 10. time/place of the message
- 11. Cause
- 12. duration of stay
- 13. Damage mark

This information is also to be transmitted to LogServ's Rail Resource Management (ressourcenbahn@logserv.at).

If matured wagons are reassigned to a train, the logistics service provider is obliged to notify LogServ of the reassignment without delay.

2.2.4 Return of empty wagons

All wagons owned or possessed by voestalpine or LogServ must be returned to the home station Linz voestalpine (8110710) immediately after unloading. A general ban on reloading

applies to these wagons. The return and compliance with the reloading ban is the responsibility of the logistics service provider.

2.2.5 Guidelines for loading & unloading of wagons

For loading & unloading, the guidelines of the document: "LogServ Loading and Unloading of Wagons" apply. This document is attached to the SLA as an appendix under the name "LogServ_loading_and_unloading_of_wagons_appendix". Loading & unloading may only take place in the protected hall area.

3. Cross-modal issues in transport execution

3.1 Load securing

The logistics service provider must ensure that the transport containers meet the requirements of the load, are in perfect condition and have a cleaned and absolutely dry loading surface. The aids required for securing the load, such as wedges, straps, mats, angles, etc., are to be provided exclusively by the logistics service provider. The logistics service provider is solely responsible for securing the load and must do so in accordance with the national regulations on load securing applicable in the respective country, equivalent to VDI 2700 to 2702 (for truck transports), or ÖNORM V5750, 5751 and 5752.

Railroad:

The respective loading tariff of the responsible railroad company must be observed.

Additional requirements for shimms see appendix 4: LogServ_loading_and_unloading_of_wagons

3.2 Notification

If a notification has been agreed with the consignee or the place of destination, which has been handed over to the logistics service provider together with the order, this shall be carried out in accordance with the agreement.

3.3 Performance fulfillment

The deadlines communicated by LogServ to the logistics service provider at the time of commissioning must be met. Upon acceptance of the transport order, the logistics service provider is responsible for meeting the customer's deadlines.

3.4 Proof of delivery

In general, LogServ is entitled to request random samples for proof of delivery (CMR, CIM, PoD, BL, etc.) in addition to invoicing. Due to voestalpine's financial reporting obligations, the LDL must expect a random sample to be drawn for its services on the 4th Austrian working day in April, where proof of performance (transmission of reconfirmed CMR, BL, PoD, etc.) must also be provided immediately on the next working day.

3.5 Incoterms

The current trade terms are based on the Incoterms 2020. The logistics service provider is obliged to comply with the agreed trade terms and the related services.

4. Freight billing

If you have any questions regarding freight billing, please contact: frachtena-brechnung@logserv.at.

Logistik Service GmbH is not only responsible for the contracting of the following companies, but additionally as the sole payer of

• Logistics services in <u>outbound</u> transport

responsible for the following voestalpine companies:

- voestalpine Stahl GmbH (incl. rolled products, metallurgical by-products)
- voestalpine Grobblech GmbH
- voestalpine Steel & Service Center GmbH
- voestalpine Foundry Linz GmbH
- voestalpine Camtec GmbH
- voestalpine Automotive Components Linz GmbH.

<u>Shipper of goods</u> is the respective shipping company. Logistik Service GmbH thus acts in the name and on behalf of the goods shipper.

This regulation applies not only to the transport service itself, but also to services related to it (loading, handling, storage, pre-carriage, on-carriage, etc.).

In addition, this regulation applies to incoming transports, to <u>return deliveries</u> or to services commissioned in individual cases in accordance with the order (deliveries of goods to the site).

In principle, all logistics services are remunerated by a credit note procedure. In the exceptional case of invoicing, the invoice must be sent to invoicingfff@voestal-pine.com. The invoice address is Logistik Service GmbH; Attn: Freight Invoicing Department FFF, Lunzerstraße 41, 4031 Linz.

Invoices without reference to a purchase order, account assignment, delivery bill or transport assignment as well as sender information will be returned unbooked. The payment run takes place, depending on the contractually agreed payment date, on the following Tuesday.

Proof of performance must be provided in a suitable form. Independently of this, further proofs which may even have to be provided in the original (e.g. for letter of credit processing) are to be kept by the logistics service provider based on the statutory provisions. If the logistics service provider does not report a customer arrival date or proof of performance at the customer's premises, the credit note procedure or payment processing for non-credit note partners may not be initiated.

Changes of the bank data and/or the company name are to be communicated immediately for the credit note procedure to invoicingfff@voestalpine.com or Logistik Service GmbH; Attn. freight accounting department FFF, Lunzerstraße 41, 4031 Linz.

As a credit partner, the logistics service provider receives a credit note and a credit advice. Invoicing on the part of the logistics service provider is not required.

The logistics service provider receives the credit note of the respective performance month in retrospect by the 2nd working day in electronic form. This e-mail contains the credit note in PDF and CSV format.

In case of questions around the topic of credit note (differences, etc.) the logistics service providers can contact frachtenabrechnung@logserv.at. In order to ensure proper processing of the complaint, the logistics service provider undertakes to transmit credit note complaints electronically to frachtenabrechnung@logserv.at only in the form "GS_Reklamationen". This form is attached, under the name "GS_Reklamationen".

Complaints that are <u>not</u> sent in the specified form or to the specified e-mail address will not be processed.

5. Transport complaints

If you have any questions about "Transportation Complaint", please contact $\underline{\text{OS-logs-erv@logserv.at}}$.

The logistics service provider undertakes to report any damage to the goods to LogServ immediately after it has been detected. The respective contact person and the quality control department (QS-logserv@logserv.at) must be informed by the logistics service provider.

5.1 Condition check at goods receipt:

- Every transferee of goods must carry out an apparent inspection when taking over the goods.
- The goods are OK if no unacceptable grading is found. This is to be determined according to the currently valid grading scale. The current grading scale depending on the transported goods is attached in Annex 7.
- If material damage is detected upon receipt of the goods, a corresponding note in a suitable form must be handwritten by the recipient of the goods on the freight document. The description of the damage is to be recorded and at the same time the customer is to be informed about it.

5.2 Documentation of the damage:

Rail: CIM consignment note

• The consignee reports the damage to the competent rail transport undertaking, which draws up the statement of facts (reference CIM Law Article 52 §1).

For all documents applies:

- The damage report must be made immediately after the acceptance of the goods.
- The damage must be documented in an appropriately comprehensible manner (by means of photos).
 - As far as security permits, the photos are to be taken at the means of transport, otherwise at the latest at the entry control point. Deadline for reporting to LogServ or the customer: within 24 hours after receipt of goods with forwarding of the corresponding documentation.

6. Digital collaboration

For questions about digital collaboration, contact: edi@logserv.at .

The logistics service provider is obliged to report the status of the transports taken over by LogServ on a <u>daily basis</u>. This status report is independent of the mode of transport and must be carried out for each transport without exception. This means that delay and arrival notifications must be transmitted immediately via the communication channels listed below. Call or e-mail are not sufficient. In the case of delay notifications, the logistics service provider undertakes to notify LogServ of a new arrival date.

Regardless of the mode of transport and the stage in the transport chain, the logistics service provider can use the following options to communicate with LogServ:

- 1. EDI (OFTP2, IFTSTA)
- 2. Run tracking without EDI

6.1 EDI

(independent of mode of transport)

The logistics service provider has the possibility to communicate via EDI and the message IFTSTA with the Seeburger platform (via OFTP2) of LogServ. The keys (transport number, consignment note number, wagon number or coil number) are to be used. If the logistics service provider requires corresponding documents in advance for this purpose, LogServ can transmit the order by message IFTMIN or the delivery bill by DESADV via the same route. For EDI requests the e-mail address: EDI@logserv.at shall be used.

6.1.1 Run tracking without EDI

(rail transports only)

If the logistics service provider does not have an EDI connection to the LogServ systems, the logistics service provider undertakes to report the current status of the transport. For this purpose, only the document "Laufverfolgung-Bahn", which is transmitted in the appendix of the SLA, is required.

7. Appendix

- SLA_Appendix 2 Credit Note Complaint
- SLA_Appendix 3 transport time template
- SLA_Appendix 4 LogServ_loading_and_unloading_of_wagons
- SLA Rail_Appendix 5 Track Trace_Template
- SLA Sorting scale.pdf
- SLA-Logserv_warehouse NL.pdf
- Guidelines for handling and storage of clad plates (English)
- Guidelines for handling and storage of voestalpine heavy plates (English)
- Instructions for loading and unloading steel coils from voestalpine (English)
- Operating instructions for driving on the connecting railroad voestalpine Stahl GmbH