

Logistik in Bewegung.

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

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1. 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 subcontractors when subcontractors 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 and metallurgical by-products)
- voestalpine Grobblech GmbH
- voestalpine Steel & Service Center GmbH
- voestalpine Gießerei Linz GmbH (Foundry)
- voestalpine Camtec GmbH (excl. CEP services)
- voestalpine Automotive Components Linz GmbH.

<u>The sender is the respective shipping company.</u> 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).

1.2 Checklist for logistics service providers

1. Contact person:

The contact person is responsible for all interactions with Logistik Service GmbH. For a smooth communication with the contact person of the logistics service provider, the contact data, as a digital business card, must be transmitted to LogServ. This includes telephone number and e-mail address.

2. Company register excerpt:

The company register extract 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 7 "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. The logistics service provider is also 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 is available for download at the following link <u>https://service.bmf.gv.at/service/anwend/formu-lare/show_mast.asp?s=Za251</u>.

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.

2. Oversea

2.1 Freight planning & commissioning

If you have any questions regarding "Freight Planning & Ordering" and "Transportation Execution", you can contact the respective department:

- voestalpine Stahl GmbH Oversea_vaSteel@logserv.at
- voestalpine Grobblech GmbH Oversea_vaHeavyPlates@logserv.at
- voestalpine Steel & Service Center GmbH Oversea_vaSSC@logserv.at
- voestalpine Gießerei Linz GmbH dietmar.reichl@logserv.at
- voestalpine Camtec GmbH andrea.bauernfeind@logserv.at
- voestalpine Automotive Components Linz GmbH Oversea_vaAC@logserv.at

The demand notification in deep-sea traffic is based on the negotiated framework agreements between LogServ and the logistics service provider. In freight planning & ordering, a distinction is made between container traffic & conventional traffic.

2.1.1 Container traffic

In container traffic, freight spaces are booked on the basis of the currently valid schedules to the respective destinations (destination port). When the demand is registered, the logistics service provider is informed of the weight of the quantity to be loaded, the completion date, the Incoterm, the consignee and a specified arrival date. The logistics service provider is obliged to achieve maximum utilization of the container.

The logistics service provider is then obliged to confirm the freight space booking to LogServ in the form of an order confirmation or similar. LogServ then confirms the order confirmation to the logistics service provider in the form of a call-off. In case of possible objections of LogServ, the logistics service provider is obliged to change the order and to send a corrected order confirmation afterwards.

2.1.2 Conventional transport

In the case of conventional transport, the demand notification is made by LogServ. The logistics service provider is obligated to inform LogServ of an expected arrival date. This expected arrival date and closing time is then confirmed or rejected by LogServ.

If the nomination of the vessel is not yet known at the time of confirmation of the expected arrival date, the logistics service provider is obligated to report the nomination of the vessel and any deviation in the transport process to LogServ without delay.

2.2 Transport execution

2.2.1 Bill of Lading (ship's bill of lading)

A draft of the Bill of Lading must be sent to LogServ at the start of the transport. This draft should be sent to LogServ as soon as possible before departure of the vessel. The draft is then checked and confirmed by LogServ. If corrections are necessary, a corrected draft must be prepared.

As soon as the draft has been confirmed by LogServ, the data must be entered into the original document (Bill of Lading). The issued final Bill of Lading (original document) must be transmitted by the logistics service provider to LogServ immediately after departure of the ship.

A copy of the issued final Bill of Lading must be sent by the logistics service provider immediately after the departure of the ship by e-mail to the contact person in charge according to point 2.2. If three original B/Ls are required for a letter of credit or similar, this must also be sent by mail to the specified address and contact person of the customer service center.

2.2.2 Loading in container traffic

The logistics service provider is obliged to transmit the following information to LogServ when loading in container traffic:

- 1. Container number
- 2. Seal number
- 3. Ship name
- 4. Voyage number (ship voyage number)
- 5. Port of departure & reception
- 6. Shipping line
- 7. Transport order number
- 8. Bill of Lading number
- 9. Loaded goods (ID number)
- 10. Shipment date
- 11. Weight (Net, Tare & Gross)
- 12. Loading list/ packing list (for va steel, va heavy plate, va SSC, va AC)

In addition, the logistics service provider is obliged (if agreed) to provide LogServ with the following photos:

- 1. Loaded goods(close up)
- 2. Loaded goods (positioning in the container)
- 3. Container from outside
- 4. Seal

2.2.3 Deviations from the control process

The logistics service provider is obligated to immediately report <u>any</u> delay in the transport execution to LogServ digitally and by e-mail. The reason for each delay must be stated. Reasons can be, among others:

- Timetable changes (incl. route changes)
- Cargo backlog in the port
- Accidents
- Resource Deficiencies
- Refusal of acceptance (e.g. bankruptcy of shipping company)
- Damage to goods (photo documentation)
- Force majeure (e.g. fire, severe weather, etc.)

If the logistics service provider is not only responsible for the organization of the main run, but also for the pre-run, then he is also obligated to report disruptions in the pre-run transport digitally and by e-mail. The following information must be transmitted to LogServ:

- Location of the transport fault
- Time of the transport fault
- Reason for the transport malfunction
- Damage to goods yes or no? (Photo documentation)
- When is the transport expected to resume?

2.2.4 Guidelines for cargo handling in the deep sea port

All guidelines for handling the various products of the respective client must be observed without exception. (see appendix)

3. Cross-modal issues in transport implementation

3.1 Load securing

The guidelines of the documents apply to unloading:

- 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)

These documents are sent as an attachment with the SLA.

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 adhered to. Non-compliance will have commercial consequences. 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 transport terms and the associated services.

4. Freight billing

If you have any questions regarding freight billing, please contact <u>frachtenabrechnung@logs-</u><u>erv.at</u>.

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 Gießerei Linz GmbH (Foundry)
- voestalpine Camtec GmbH
- 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 sender.

This regulation applies not only to the transport service itself, but also to services related to it (loading, transshipment, 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).

All invoices must be sent to invoicingfff@voestalpine.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 any arrival or proof of performance at the customer's premises, the credit note procedure or payment processing for non-credit note partners will not be initiated, if applicable.

Changes of the bank data and/or the company name are to be communicated immediately to <u>invoicingff@voestalpine.com</u> or <u>Logistik Service GmbH</u>; Attn. freight accounting department FFF, Lunzerstraße 41, 4031 Linz.

In case of questions concerning invoices and credit notes (differences, etc.), logistics service providers can contact <u>frachtenabrechnung@logserv.at.</u>

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 <u>QS-logs-erv@logserv.at</u>.

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 <u>(OS-logserv@logserv.at</u>) 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 in order if no inadmissible marking is detected. This is to be determined according to the currently valid grading scale. The current grading scale according to the transported goods is attached.
- 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

Ship: ship bill of lading / discharge protocol

- Any damage detected by the consignee shall be noted on the discharge certificate (discharge record) and signed by both the skipper and the consignee.
- Any damage determined by the shipmaster shall be noted on the ship's bill of lading and signed by both the shipmaster and the shipper/consignee.
- In the event of a refusal to sign by one of the parties involved, LogServ must be contacted immediately.

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 incoming inspection 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 communicated 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. <u>www.transporeon.com</u>

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.

6.2 Transporeon

Logistics service providers have the possibility in "Transporeon" to use planned loading dates (please use ETS=departure), planned arrival dates ETA, if necessary delays, actual loading date (please use shipped on board for ATS=departure) and to report the arrival ATA. Costs for this are part of the contract with Transporeon & the logistics service provider and are not covered by LogServ.

For more information, logistics service providers can visit: <u>https://sup-port.transporeon.com/customercare</u>

7. Appendix

- <u>SLA-Logserv_warehouse NL.pdf</u>
 - <u>SLA_Appendix Credit Note Complaint</u>
 - <u>SLA_Appendix LogServ_loading_and_unloading_of_wagons</u>
 - <u>SLA_warehouse&NL_attachment_track&trace_template</u>
 - <u>SLA Sorting scale.pdf</u>
 - 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)

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