

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.

By taking over a transport, the logistics service provider confirms 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 Krems 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 that are connected with it and are provided by the Contractor itself or its subcontractors (loading, storage, handling, pre-carriage, on-carriage, etc.).

In addition, this regulation applies to incoming transports for <u>return deliveries</u> or for 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 see <u>https://www.logs-erv.at/content/download/31693/file/SLA-Logserv_Lager%26NL.pdf</u>.

1.2 Checklist for logistics service providers

- 1. Contact person: The contact person is responsible for all interactions with Logistik Service GmbH. For smooth communication with the contact person of the logistics service provider, 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 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. In detail you will find information in the item 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. see Appendix 1 Information sheet truck

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 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. TRUCK

If you have any questions regarding "Freight Planning & Ordering" and "Transportation Execution", you can contact the operational team at <u>VersandKREMS@logserv.at</u>.

2.1 Freight planning & commissioning

Based on the currently valid (framework) contracts, the logistics service provider can take the expected annual quantities to the respective region. However, this expected annual quantity is subject to sales-oriented fluctuations; LogServ only guarantees the logistics service provider the percentage to the respective destination.

Based on the contractually agreed percentages, the logistics service provider undertakes to accept every transport allocated by LogServ.

The current standard transit time of transports to the respective destination country of the consignee and the maximum weight (Uni- & Intermodal) can be found in Appendix 2 "Standard transit time table". These standard transit times must be observed without exception!

The transport order for transports, which are carried out on behalf of LogServ, is made via the system "Transporeon".

To be loaded at the <u>Krems location</u>, the logistics service provider must book a loading window at <u>www.transporeon.com.</u>

The loading window booking is the sole responsibility of the logistics service provider and can be made at any time from the transport order, up to a maximum of two hours before arrival at the truck terminal. A truck without a valid loading window will be denied access to the plant.

2.2 Transport execution

In the following chapter, the logistics service provider will find the mode of transport-specific information on transport execution (tracking & tracing).

In order to be able to guarantee optimal handling of loading, the logistics service provider can arrive at the plant up to 3 hours before the booked loading window. It is important that the logistics service provider's dispatcher has already booked a valid loading window <u>before arrival</u>.

The factory entrance is located at Schmidhüttenstraße 5, 3500 Krems an der Donau.

2.2.1 Special permits

Special permits must be electronically transmitted to the shipper (at the Linz plant site - the ILL) at least 3 hours before the loading window. For loadings (between 23.00 and 08.00) the confirmations have to be transmitted electronically late. until 20.00.

-The special permit must be submitted as a document that cannot be modified (e.g.: PDF, i.e. not a Word document).

-If the truck license plate number or other data of the confirmation does not match with the vehicle prepared for loading, it will be denied entry.

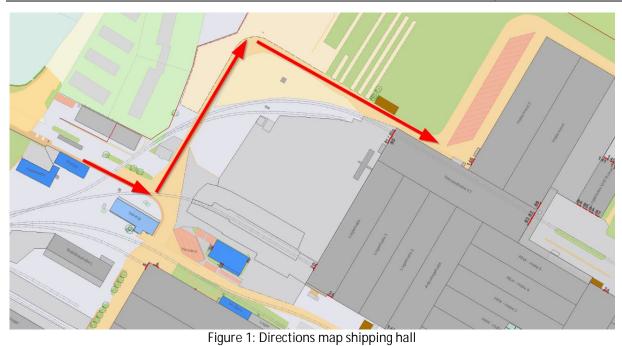
If the special permit is a confirmation for combined transport, then minimum components according to Annex 7 must be complied with.

-The special permit must be signed by an authorized person (ppa., GF). If a person in your company who is not known to us has received a corresponding authorization, please inform us in writing.

2.2.2 Loading

hen the driver arrives at the plant, he drives to the parking lot (see Figure 1), from where he is then sent to the individual loading gates. When the driver is called to load, he should immediately proceed to the respective loading gate.

The route maps to the respective loading gates can be printed out from the truck coordinator.



All regulations from driving on the factory premises, loading, unloading and also productspecific regulations must be observed:

See item 7 Annex:

• Appendix 1: Information sheet truck

Regulations for the loading process:

- 1. The StVO applies on the plant premises.
- 2. For loading, the truck driver must wear safety shoes, hard hat, gloves and long-sleeved safety clothing.
- 3. The skip or trailer must arrive at the loading point in a clean and ready-for-transport condition.
- 4. In order to protect the goods from precipitation, dirt, etc., the truck driver is not allowed to open the hood outside the hall area during the entire transport process.
- 5. The canopy must be cleared of water, snow and ice before entering the hall area. In addition, care must be taken to ensure that the canopy is leak-proof.
- 6. Minimum number of load securing devices: 20 straps, 40 anti-slip mats & 40 edge protectors
- 7. The truck driver is obliged to prepare the loading area in such a way that the loading process can be started immediately. The trough cover must be removed and the belts, supports and uprights must be prepared in accordance with the load.
- 8. Loosening the load securing is allowed only at the unloading point. It is forbidden to put the vehicle into operation without securing the load.

Compliance with the maximum permissible total weights (incl. axle loads) is the sole responsibility of the Contractor. (For more detailed information on the subject of maximum permissible gross weight and axle load, see load securing point 3.1).

The positioning of the load is to be determined by the driver (since only he has exact knowledge of the load distribution plan of his vehicle) and made known to the loading personnel. If the vehicle has measuring equipment, it must be used and made available to the loading personnel upon request.

2.2.3 Bonus/malus - remuneration system

The currently valid bonus/malus remuneration system is attached to the SLA as Annex 5 or to the contract. The bonus/malus compensation system applies to directly handed over transports according to the framework agreement.

General Information:

The data status of the bonus/malus is evaluated on the 2nd Friday (late on the following Tuesday) of the following month and transmitted to the carrier. The subsequent deadline for objections by the carrier is one calendar week. Complaints after the deadline will not be tolerated. After the expiry of this period, the credit note will be triggered. Contact bonus / ma-lus: VersandKREMS@logserv.at

Excluded from this bonus / malus regulation are the transports on behalf of voestalpine Gießerei GmbH.

2.2.4 Arrival and status messages

The logistics service provider is obliged to notify LogServ of any delay (new ETA Estimated Time of Arrival) immediately (within one hour) or, if foreseeable, digitally. In addition, the arrival at the receiving location (ATA Actual Time of Arrival) must also be transmitted digitally to LogServ immediately, but no later than the same working day. The electronic means of communication selected by the logistics service provider (see item 6) is used.

Important information: LogServ is not responsible for unloading window bookings at the consignee, but the logistics service provider.

3. Cross-modal issues in transport implementation

3.1 Maximum permissible gross weight and axle load

Compliance with the maximum permissible total weights (incl. axle loads) is the sole responsibility of the Contractor.

The positioning of the load is to be determined by the driver (since only he has exact knowledge of the load distribution plan of his vehicle) and made known to the loading personnel. If the vehicle has measuring equipment, it must be used and made available to the loading personnel upon request.

See also Chapter 8 of the Supplementary Terms and Conditions of Purchase (EKB) for Logistics Services at <u>https://www.logserv.at/content/download/26572/file/EKB_LogS-</u> <u>erv_erg%C3%A4nzend%20zu%20AEB%20voestalpine.pdf</u>.

3.2 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 area. When leaving or changing the loading point (2 or more loading points) or the loading hall, the entire loading area must be in closed condition.

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 load securing is the sole responsibility of the Contractor (and not the shipper) and must be carried out in accordance with the regulations VDI 2700 to 2702 (for truck transports), or ÖNORM V5750, 5751 and 5752.

The Client shall under no circumstances assume any liability/responsibility whatsoever for the load securing to be carried out by the Contractor.

See also Chapter 8 of the Supplementary Terms and Conditions of Purchase (EKB) for Logistics Services at <u>https://www.logserv.at/content/download/26572/file/EKB_LogS-</u> erv_erg%C3%A4nzend%20zu%20AEB%20voestalpine.pdf.

3.3 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.

3.4 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.

3.5 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.

3.6 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 about "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 outbound transport

responsible for the following voestalpine companies:

• voestalpine Krems 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, 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 <u>invoicingfff@voestal-pine.com</u>. The invoice address is <u>Logistik Service GmbH; Attn: Freight Invoicing Department</u> <u>FFF,</u> Lunzerstraße 41, 4031 Linz.

Invoices without <u>reference to</u> 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 announced immediately for the credit note procedure to <u>invoicingff@voestalpine.com</u> or <u>Logistik Service GmbH; Attn.</u> <u>freight accounting department FFF,</u> 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 advice in PDF and CSV format.

In case of questions around the topic of credit note (differences, etc.) the logistics service providers can contact <u>frachtenabrechnung@logserv.at</u>. In order to ensure proper processing of the complaint, the logistics service provider undertakes to transmit credit note complaints electronically to <u>frachtenabrechnung@logserv.at</u> only in the form "<u>Credit Note Complaint</u>". This form is attached, under the name "Credit Note Complaint ", and will be sent with the SLA.

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

You will receive a separate invoice at the end of the month for the load securing equipment (anti-slip mats, pallets) purchased by your drivers. We then retain this amount from the credit note when paying.

5. Transport complaints

If you have any questions about the transport claim, you can contact <u>VersandKREMS@logs-erv.at</u>. In case of damage to the goods, we also ask you to contact <u>Qualitaet.VAK@voestal-pine.com</u> to have them read.

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 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 8.
- 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:

Truck: CMR waybill

- A damage report must be made immediately after the acceptance of the goods.
- Any damage detected by the logistics service provider (truck driver) is noted on the CMR waybill and signed by both the truck driver and the shipper/consignee.

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). If security permits, the photos are to be taken on 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 notify LogServ of any delay (new ETA Estimated Time of Arrival) immediately (within one hour) or, if foreseeable, digitally. In addition, the arrival at the receiving location (ATA Actual Time of Arrival) must also be transmitted digitally to LogServ immediately, but no later than the same working day. As a transmission platform for these interactions, the electronic means of communication chosen by the logistics service provider (see item 2.2.4) is used.

The arrival at the receiving location (ATA Actual Time of Arrival) is to be reported in transporeon or your telematics is to be connected to Sixfold.

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: <u>EDI@logserv.at</u> shall be used.

6.2 Transporeon /Sixfold

Logistics service providers have the possibility to report delays and arrivals in "Transporeon". Less complex is the connection of their telematics with Sixfold. Costs for this are part of their contract with Transporeon 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 Truck_Appendix 1 Information Sheet Truck.pdf</u>
- SLA Truck_Appendix 2_Regulatory runtime truck.pdf
- SLA Truck_Appendix 5 Bonus_Malus_Compensation_system.pdf
- <u>SLA Truck_Appendix 6 Credit Note Complaint.xlsx</u>
- <u>SLA Truck_Appendix 7 Minimum Components KV Confirmation.pdf</u>
- •
- <u>SLA Storage and on-carrying</u>