


<b>Benteler Standard: Supplier Logistics Agreement</b>			<b>BENTELER</b>  makes it happen	
<b>BS.SCM.034</b>			Edition: 0 (first edition = 0) Replaces:	
Compiled by: G_SCO Dierkes-Leifeld	Compiled on: 28.05.2019	Released by: G_SCM Ajermou	Released on: 28.05.19	
Scope of Application: BAT		Reference to global processes:		

Revision note for this issue: initial, will replace T.SCM.017

(If a Benteler Standard is changed, the number of the edition increases and the date of release has to be updated. If you have changes from the original or the revised document, please outline those changes in italics and blue font. If you have revised the entire document no change in font/colour is necessary.)

This **Supplier Logistics Agreement** (hereinafter referred to as the "Agreement") is contracted between **BENTELER Automobiltechnik GmbH**, a company duly organized and existing under the laws of Germany, having its principal place of business at An der Talle 27-31, 33102 Paderborn (Germany) acting in its own name and in the name and on behalf of its Affiliates (hereinafter referred to as the "Buyer") and ("**Supplier X**") a company duly organized under the laws of (**country of suppliers' origin**), acting in its own name and in the name and on behalf of its Affiliates (hereinafter referred to as "*Supplier company name...*" or the "Supplier"), the Buyer and the Supplier are hereinafter collectively referred to as "Parties" and individually as "Party".

## 1. Purpose

The purpose of this Agreement is to define the logistics conditions and parameters between the Buyer and the Supplier in order to optimize the end-to-end material and information flow between Supplier and Buyer considering cost-, quality- and timing characteristics.

## 2. Definitions

The terms used in this Agreement shall have the meanings hereby assigned to them:

### 2.1 Supplier Logistic Agreement:


Contractual provisions concerning the legal aspects of the flow of both material and corresponding information between Buyer and Supplier. This agreement contains two elements:

- (i) General conditions:  
Provisions of a general nature as to the flow of material and corresponding information between Buyer and Supplier.
- (ii) Specific conditions:  
Provisions of a specific nature as to the flow of material and corresponding information between Buyer and Supplier.

### 2.2 Affiliates:

An entity which is controlled by a Party hereto, or which is under the common control with a party hereto, and "control" means the direct or indirect ownership.

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**2.3 Products:**

Material, which the Buyer purchases from the Supplier and which is dedicated to the automotive business.

**2.4 Obsolete material:**

Products, semi-finished material, or basic material which is kept on stock by the Supplier and which, for technical or business reasons or for other important reasons, can no longer be taken and used by the Buyer.

**2.5 Business forecast:**

Supplier Master Production Schedules (MPS) for the medium term.

**2.6 Product Call-off and Forecast:**

Supplier short term demand instruction and forecast containing the details in respect to all requirements of certain parts.

**2.7 Firm schedule horizon:**

Horizon within the latest Product Call-off and Forecast for which no further changes, in terms of quantity and timing, are to be made by the Buyer.

**3. General Conditions**

**3.1 Buyer Part Number**

The Buyer Part Number will be the basis for any communication between Supplier and Buyer. This includes all area's such as but not limited to forecasting, ordering & delivery, labeling, shipping, invoicing, claims.

**3.2 Business Forecast:**

Frequency: At least once a year. The Buyer shall provide the Supplier with additional Master Production Schedules whenever the Buyer identifies and anticipates a significant fluctuation in its business activity;

Horizon: 12 months;

Communication method: Edifact; (Email is also allowed)

**3.3 Product call-off and Forecast**

Standard: DELFOR EDI message containing ETD Supplier requirements


Frequency: Weekly;

Call-off horizon: Minimum twelve (12) weeks;

Firm horizon: reference to Supplier Logistics Manual;

Communication: Edifact;

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Changes in these generic Product Call-off and Forecast requirements, which are agreed to further optimize the material and information flow between Supplier and Buyer, are to be mutually agreed and specified in chapter “4. Specific Conditions”.

### 3.4 Supply responsibility

Supplier must be able to adjust its supply capacity in accordance with the Business Forecast and to deliver the Products accordingly. The Supplier is to deliver in line with Benteler’s requirements, no minimum order quantity exceeding one standard packaging size will be accepted.

Supplier must be able to deliver the Products in line with the Product Call-off and Forecast, unless (i) the Supplier notifies the Buyer within one day of receipt of the Product Call-off and Forecast, and (ii) the Product Call-off and Forecast exceeds the contractual peak capacity.

In the event that a Product Call-off and Forecast will cause obsolescence of Products, Semi-finished Material or Raw Material, the Supplier shall notify the Buyer no later than 2 weeks after the Product Call-off and Forecast has been received. Any claims from the Supplier to the Buyer can only be accepted after mutual agreement about the evidence provided by the Supplier.

### 3.5 Logistics Quality

Supplier will ensure full compliance of the Logistics Requirements as specified in the Supplier Logistics Manual (latest edition).

These Logistics Requirements define the standards for the labeling, packaging, shipments and documents to be adhered to by the Supplier.

Document is available at <http://www.BENTELER.com/purchasing>


### 3.6 Transport

Transport of the products will take place once a week on a fixed/agreed day unless other routings are agreed in chapter 4.3. In case it is judged beneficial for the material flow, Buyer and Supplier may agree upon a higher delivery frequency. In the latter case, the mutual agreement is to be specified in chapter “4. Specific Conditions”.

The transport ordering is based on the pick up process. Further information with reference to transport, please refer to the Supplier Logistics Manual

Pickup Process Definition Annex

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### 3.7 Incoterms

(i) Standard freights:

The Products are delivered “**Free Carrier (FCA)**” as per the Incoterms 2010 of the International Chamber of Commerce.

(ii) Premium Freights: (link to Supplier logistics manual chapter 4.2)

In case of delay or none fulfillment of shipment caused by the Supplier, a door to door delivery is mandatory. Supplier will deliver the goods at their own costs on the “Delivered at Place” term (DAP + plant name) in accordance with the Incoterms 2010 of the International Chamber of Commerce. In case of delivery in third party countries the Buyer can define a suitable customs office in a close area to the plant. The Buyer ensures a smooth cooperation with the selected- agent regarding the customs clearance. The selection of a suitable service provider – in case of premium freights - needs to be evaluated and agreed upon by all parties (within the operational business).

### 3.8 Duration

This Agreement is valid until further notice and can be terminated on written notice within a 3 month period.

## 4. Specific Conditions

### 4.1 Project Information and Part List

Project	SAP part number	description	Index information (optional)

### 4.2 Ordering method


Standard	Frequency	Communica- tion Days	Call-off Horizon	Firm Horizon	Communication Method

### 4.3 Transport

Pick-up Frequency:

Pick-up Days/Timings:

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**4.4 Incoterms:**

**4.5 Plant specific Data:**

**4.6 Logistics Contacts:**

Supplier send 01 Logistics contacts document before SOP to Buyer.

**4.7 Additional Agreements:**

**First In – First Out Principle**

All suppliers, sub-contractors and logistics service providers must ensure that the First In – First Out Principle is observed for all processes and consignments. This implies that goods from a new batch may only be delivered once all the items in the previous batch have been supplied.

**Marking of Drawings with Drawing Status Amendments**

Where new parts with an amended drawing version are despatched to a Benteler Automotive plant (or a sub-contractor) an additional identification mark will need to be affixed to each load carrier at the time of the first delivery.

As a general rule the supplier is required to give assurance that the revision status of the material corresponds to the VDA Label / delivery note.

**Traceability**

The supplier shall undertake to guarantee traceability for the goods he has supplied in accordance to the Benteler Traceability specification with his own risk assessment.

**Assessment of Logistics Performance**

Any deviations from the commitment entered into and the Annexes and requirements pertaining to the basic purchase agreement will lead to downgrading in the Supplier Assessment. BENTELER will in all cases pursue any logistics-related complaints.

Benteler Automotive reserves the right, where necessary, to carry out corresponding audits and logistics cost analyses at the supplier's premises.

**Container Marking:**

In accordance with current Benteler label specification.

**Transport:**

The statutory legal must always be taken into account  
Loads to be secured in accordance with the statutory legal .

**Method for Loading/Unloading:**

The load carrier must be positioned on the transporting device in such a way as to ensure that the materials tags/labels are secured on the load carrier in a manner that is consistent over the entire load and are visible on the unload side of the transporting device.

Unloading in the direction of travel:  left  right  rear  \_\_\_\_\_

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**Responsibility for Empties:**

Owner of empties: \_\_\_\_\_  
The owner shall be responsible for the management and maintenance of empties.  
Any costs incurred shall, as a general rule, be borne by the originating party.  
The supply of goods in faulty or soiled containers is forbidden. If there is a lack of container, the delivery must be secured by substitute packaging as specified in the packaging instruction.  
The needed packaging quantity must be ordered by the supplier.

**Delivery of empties:**

Supplier has to ensure that old labels are removed from container before sending to BENTELER.  
Folding containers must be delivered in the way as described in the packaging instruction. Empties will be made available for transportation.

**Responsibility for Transport of Empties:** \_\_\_\_\_

Supplier has to actively order empties within defined reorder points

Hire-A-Container System:

Container inclusive of hire charge

Container – excluding hire charge

**Load Carrier Account Reconciliation:**

BAT maintains an appropriate empties account for each supplier and packaging material. The supplier shall maintain, in parallel to BAT, a corresponding empties account for each type of packaging material in which each individual BAT plant is to be regarded as an independent customer. Account reconciliations must always take place on a monthly basis and to be coordinated with BAT. No accounts will be maintained in respect of third party partners (e.g. carriers). The supplier agrees on a yearly physical container inventory instructed and coordinated by Benteler.

**Remarks:**

**4.7 Annexes to the Agreement:**

<b>Supplier:</b>		
<b>Annexes to the Agreement</b>		
Mandatory Annexes		Optional
<input type="checkbox"/> Contact List	<input type="checkbox"/> Labelling Specification	<input type="checkbox"/> Pick Up process description
<input type="checkbox"/> Traceability requirements		<input type="checkbox"/> Misc.
<input type="checkbox"/> Packaging Instructions		<input type="checkbox"/>
<input type="checkbox"/> Exchange of Data / EDI Guideline		<input type="checkbox"/>

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For **Supplier**

Acting in its name and in the name and on behalf of  
its Affiliates.

Name:

\_\_\_\_\_

Acting as:

\_\_\_\_\_

Date

\_\_\_\_\_

Signature:

\_\_\_\_\_

For **BENTELER Automobiltechnik GmbH**

acting in its name and in the name and on behalf of  
its Affiliates

Name:

\_\_\_\_\_

Acting as:

\_\_\_\_\_

Date

\_\_\_\_\_

Signature:

\_\_\_\_\_