

LOGISTICS AGREEMENT

1. Validity of this Logistics Agreement; continuous improvement

- 1.1. This Logistics Agreement applies to all deliveries of products to ABUS Kransysteme GmbH (hereinafter referred to as 'ABUS'). It also applies to all ABUS suppliers and consignment warehouses (hereinafter referred to as 'supplier').
- 1.2. If the supplier is unable to deliver in accordance with the provisions set out below, they must inform ABUS of this in advance of delivery by means of a voluntary disclosure. The supplier shall bear all costs incurred as a result of non-compliance with these provisions.
- 1.3. The provisions set out below apply in addition to existing contracts with ABUS, the ABUS General Terms and Conditions of Purchase, and the Quality Assurance Agreement. In the event of conflicting clauses in these documents, the wording of the existing contract with the supplier shall take precedence, followed by the General Terms and Conditions of Purchase, the Quality Assurance Agreement, and finally this Logistics Agreement.
- 1.4. The Logistics Agreement is provided in German and English. In the event of any discrepancies or inconsistencies between the language versions, the German version shall prevail and be legally binding.
- 1.5. The supplier shall be obliged to ABUS to continuously improve its procurement, manufacturing and shipping processes. This includes reducing delivery times and optimising packaging in particular.

2. Disposition procedure

- 2.1. The ABUS disposition procedure ensures a high level of supply security and sensible stock ranges, as well as standardising ABUS procurement processes. The supplier agrees to participate in the procedure and support ABUS as necessary. Provided they are consistent with the basic material supply strategy and do not jeopardise process stability, the supplier may influence the selected parameters and influencing factors in consultation with ABUS.
- 2.2. The supplier shall deliver the ordered quantity on the agreed date. ABUS also expects the supplier to be flexible, i.e. willing and able to make adjustments at short notice.

3. Delivery times

- 3.1. Delivery times are agreed in working days and stored in the ABUS ERP system. These delivery times form the basis for placing orders. Adherence to delivery dates means that all parts will be delivered on the exact day specified in the order, in accordance with the agreed delivery times. The supplier also agrees to be able to achieve a shorter delivery time in particularly urgent cases and by agreement.
- 3.2. Deliveries are requested by individual orders. The specified dates are to be understood as arrival dates (calendar day) at the ABUS factory or our supplier companies, and the supplier must take them into account in capacity and transport planning.

3.3. If ABUS is responsible for transport, the readiness for pickup date (CRD) is calculated by subtracting the notified transport time from the arrival date. For transport within Germany, this transport time is two working days, and for international transport it is four working days. The supplier must take this into account when planning capacity.

4. Delivery Days

4.1. Daily delivery is possible, but a delivery schedule may also be agreed, provided that this does not disadvantage ABUS. Fixed delivery days are stored in the ABUS ERP system and form the basis for order triggering, base quantities and minimum order quantities.

4.2. Base and minimum order quantities are stored in the ERP system and determine the quantity of the part ordered, either as a single unit or in multiples. If no base or minimum order quantities are stored, ABUS may place variable orders.

4.3. In special situations, the supplier may deviate from these quantities in consultation with ABUS.

5. Delivery

5.1. Packaging must be clean, and mixed deliveries are not permitted. Shipping units must be clearly and visibly marked on the outside with the following information:

- (i) Delivery note number;
- (ii) Document number;
- (iii) The ABUS item number and designation;
- (iv) The number of items.

5.2. The delivery note must contain the following information:

- (i) Delivery note number;
- (ii) Date of issue of delivery note;
- (iii) ABUS order number (supplier, order and storage location numbers);
- (iv) ABUS item number and designation (including material and quality class);
- (v) Total quantity per item;
- (vi) Weight (per item/packaging unit);
- (vii) Number of packages (if no consignment note is available);
- (viii) Sender;
- (ix) Date of manufacture/batch number.

5.3. The goods must be unloaded at the specified delivery address and at the designated delivery gate. If several addresses have to be visited, the supplier shall take this into account when loading the lorry.

5.4. The supplier must ensure that ABUS can accept the goods at the lorry's loading sill for unloading.

6. Packaging logistics




6.1. When selecting and designing packaging, the objective is to ensure the smooth transfer of materials from logistics to production. Steps should be simplified or avoided wherever possible. Additionally, increasing consideration must be given to sustainability and carbon footprint issues.

7. Loading aids

- 7.1. Loading aids (LAs) are defined as any equipment necessary for transporting a component. These include cardboard boxes, small load carriers, large load carriers, and special load carriers, in particular.
- 7.2. Loading aids are divided into disposable and reusable packaging. Disposable packaging should be avoided wherever possible and replaced with exchangeable, reusable LAs (see the loading aids catalogue). The regulations on empties in paragraph 10 apply to these reusable LAs.
- 7.3. Only undamaged, clean and dry LAs should be used.
- 7.4. For series parts, delivery and packaging are specifically defined for each item in a Packaging Data Sheet (PDS). Once a PDS has been agreed, the specifications set out therein are binding. If the part is special, a spare or an initial sample, or if no PDS has been agreed for a part for any other reason, a suitable LA must be selected from the standard catalogue.
- 7.5. Deviations from the standard catalogue are only permitted if specified in a PDS or if the material to be transported has special requirements.
- 7.6. The permissible total weight for small load carriers (SLC) is generally 15 kilograms. The load capacity of the selected SLC must also be taken into account. SLCs must always be delivered on Euro pallets.
- 7.7. A permissible total weight of 800 kilograms applies to large load carriers (LLCs), even if the LA would allow a higher load.

8. Loading aids catalogue

Designation Abus/ Short name SSI Schäfer	Image	External dimensions LxWxH [mm]	Volume [l]	Load capacity [kg]	Dead weight [kg]	Load [kg]
KLT 1/ EF 2120		200 x 150 x 117	2.0	10	0.28	600
KLT 2/ EF 3120		300 x 200 x 117	4.7	15	0.49	600
KLT 3/ EF 4220		400 x 300 x 220	20.4	15	1.37	600
KLT 4/ EF 6320		600 x 400 x 320	63.7	20	3.56	600
KLT 4/ EF 6321		600 x 400 x 320	63.7	20	2.25	600
KLT 6/ LF 211		168 x 103 x 76	0.9	5	0.1	-
KLT 7/ LF 221		234 x 150 x 122	2.7	10	0.28	-
KLT 8/ LF 321		343 x 209 x 145	7.5	20	0.62	-
KLT 9/ LF 322		343 x 209 x 200	10.4	20	0.78	-
KLT 10/ LF 532		500 x 312 x 200	23.5	20	1.87	-

Designation and description	Image	External dimensions L x W x H [mm]	Volume [L]	Load capacity [kg]	Colour	Further models + accessories	Dead weight [kg]	Load [kg]/ Stack factor
Euro pallet		1,200 x 800 x 145	-	1,000 / 1,500	Wood	Rubber mat wooden frame	25	4-high
Euro mesh pallet		1,240 x 835 x 970	750	1,500	Grey RAL 7030		70-85	max. 6,000 kg/ 4-high
Half-height mesh pallet		1,240 x 835 x 500	380	1,000	galvanised	galvanised reinforced base	50-61	max. 3,000 kg/ 4-high

9. Packaging material

9.1. The amount of packaging material inside reusable packaging should be reduced to a reasonable minimum. However, the protection of the goods must always be guaranteed.

9.2. For recycling purposes, paper and cardboard should be used wherever possible. Packaging materials must not contain additives that prevent recycling. Separate agreements may need to be made regarding corrosion protection. Only the following materials may be used:

- (i) Paper or cardboard must not contain any non-paper components or substances harmful to production, such as bitumen, wax, oil, wet-strength adhesive, impregnating agents or coatings. Where possible, use paper wet adhesive tape to seal the packaging. PVC adhesive tapes are not permitted.
- (ii) Applied plastics must always be labelled in accordance with DIN 6120. To comply with legal requirements, it must be possible to pre-sort packaging materials easily and by type (no use of composite materials). Shrink wrap, stretch film, protective film (in the form of cut pieces or bags), bubble wrap and foam film must be transparent and made of polyethylene (PE). Printing must not cover more than 3% of the total surface area. Only stickers made of the same material may be used; paper stickers are not permitted. Any stickers made of different materials must be affixed under the film and be easily removable.

- (iii) Wood packaging materials that must be classified as waste wood categories 3 and 4 during disposal are not permitted. (The basis for this classification is the Ordinance on Requirements for the Recycling and Disposal of Waste Wood, as currently legally valid.) Wood must be dry and untreated. Purely thermal treatment is permitted. Iron parts must not exceed 10 mm in thickness. The wood must be free from sawdust and any mildew or mould infestation. All wooden packaging materials transported from overseas ('wet borders') must comply with the International Plant Protection Convention (IPPC) standard ISPM 15 (International Standard for Phytosanitary Measures). The materials used must be untreated (i.e. no paint, coatings or impregnation). For overseas shipping, wooden packaging must comply with the destination country's regulations.
- (iv) Only untreated EPS free from HBCD can be used. Slight discolouration due to the use of recycled materials is permitted. Any reinforcing inserts, such as wooden slats in EPS padding, must be easily removable by hand. Stickers must not be used. Polystyrene may only be used in moulded parts. Polystyrene chips are generally not permitted.
- (v) Pure paper products that do not interfere with waste paper recycling are permitted for use as edge protectors. Plastic brackets made of PE or PP are also permitted.

10. Empties

- 10.1. There are three different scenarios for handling empty reusable LA containers.
 - (i) LAs in a 1:1 exchange;
 - (ii) LAs owned by the supplier, with temporary storage and no account management;
 - (iii) LAs with temporary storage and account management.
- 10.2. As a rule, the aim should be to exchange LAs at a ratio of 1:1. This avoids the expense of administration and temporary handling. Upon delivery of filled LA containers, the supplier or contracted carrier will take back an equal number and type of empty containers. This means that no account management or collection is necessary.
- 10.3. If the LAs are supplier-owned, they can be collected and returned in bundles to the supplier, provided that ABUS is consulted first. In this case, the supplier must ensure that the LAs are clearly labelled to avoid any possibility of confusion with other LAs.
- 10.4. Interim storage of exchangeable LAs is only possible in exceptional cases. Any additional costs incurred as a result, including transport, storage and administration of the empties, must be covered in full by the supplier. Empties at ABUS will be collected up to a specified number and returned in bundles.
- 10.5. If this solution is implemented, the supplier must maintain a LA account and reconcile it with ABUS upon request.
- 10.6. Requests for the return of empty containers must be made at least 4 weeks in advance to allow sufficient time for replacement stock to be procured.

11. Delivery performance

- 11.1. ABUS regularly evaluates suppliers' delivery performance based on their average performance over the previous 12 months. Delivery performance includes the following criteria in particular: adherence to delivery dates, adherence to quantities and delivery capability.
 - (i) Adherence to delivery dates: Compliance with the delivery date specified in the order confirmation.

- (ii) Delivery capability: adherence to the desired delivery date, taking into account the agreed delivery time.
- (iii) Quantity reliability: delivery of the quantity specified in the order or order confirmation.

Deviations in delivery dates or quantities negatively affect delivery performance. Both early and late deliveries, as well as underdeliveries or overdeliveries, are taken into account. However, deviations that occur through no fault of the supplier, particularly as a result of force majeure, are not taken into account. ABUS will disclose to the supplier a detailed assessment of delivery performance and the relevant influencing factors, and will hold regular logistics meetings if necessary.

- 11.2. The supplier agrees to continuously improve delivery performance, identifying potential risks at an early stage and taking appropriate corrective action.
- 11.3. If delivery performance falls below 90%, the supplier must carry out a root cause analysis, initiate appropriate improvement measures and regularly inform ABUS of the causes, measures and progress of their implementation. ABUS reserves the right to review the effectiveness of these measures as part of a process audit.

12. Forecast

- 12.1. The forecast is a rolling consumption forecast by ABUS, based on both current requirements for the coming months and historical consumption in previous months.
- 12.2. To ensure joint, transparent planning, ABUS will provide the supplier with a rolling forecast upon request. These quantities will provide the supplier with a more precise planning basis.
- 12.3. The forecast allows the supplier to align their production and delivery processes early on, ensuring reliable delivery performance. The quantities specified in the forecast represent estimated requirements and are used exclusively for the supplier's scheduling, capacity and resource planning purposes. The supplier must ensure they have sufficient capacity (e.g. personnel, production and raw materials) to fulfil orders. When doing so, the supplier must take into account fluctuations in demand and supply from upstream suppliers, and regularly carry out its own planning, which must be verified on request.
- 12.4. The supplier shall regularly compare the forecast with individual orders and its available capacities. If identifiable bottlenecks are identified, the supplier shall inform ABUS immediately and agree on appropriate measures.

13. Order confirmations

- 13.1. Furthermore, the supplier undertakes to confirm orders received from ABUS via email within two working days of receipt.
- 13.2. If the supplier fails to send an order confirmation, the order from ABUS shall be deemed accepted, unless the supplier objects in writing within two working days of receiving the order and provides valid reasons for rejection.

14. Company holidays

- 14.1. The supplier must inform ABUS of any company holidays at least six months in advance. The supplier must also take appropriate measures to ensure continuous delivery capability in

accordance with the requirements of this contract. The supplier shall present these measures to ABUS at the same time for agreement.

15. Incoming goods inspection and certificates

- 15.1. Before handing over goods to ABUS, the supplier must check them for completeness and conformity with agreed specifications, as well as obvious defects. The supplier must also record the results in writing.
- 15.2. The following information must be provided by the supplier when ABUS receives the goods:
- (i) Serial numbers for parts requiring them must be sent to ABUS by email.
 - (ii) The supplier's factory certificates and test reports based on the currently applicable test specifications must be sent to the email address specified in the order.
 - (iii) Individually tailored documents must be enclosed with the goods so that they are available upon receipt. This may be necessary due to quality or process disruptions on the part of the supplier.

16. Obligations in the event of provision

- 16.1. The supplier must immediately, on the same business day as the delivery, send the stamped and signed delivery note to ABUS via the central email address of the Materials Management department.
- 16.2. Delivery notes must be scanned individually for each supplier. Combining multiple suppliers into a single PDF file is not permitted. Delivery notes created the previous day must be stamped or dated with the actual date of the previous day.
- 16.3. Delivery notes must be submitted during the following business hours:
- Monday through Thursday: 7:00 a.m. – 3:00 p.m.
- Friday: 7:00 a.m. – 12:00 p.m.
- Delivery notes received after the specified times will be considered received on the following business day and can only be processed starting at that time.
- 16.4. After the Materials Management department at ABUS has posted the goods receipt, the supplier will receive a goods accompanying note in response to the email containing the delivery note. The supplier is required to print out the goods accompanying note and include it with the corresponding parts of the order.
- 16.5. The supplier undertakes to carry out an incoming goods inspection immediately after receipt of the goods, in accordance with the following criteria:
- (i) Conformity with the delivery documents and completeness;
 - (ii) Quantity check;

- (iii) Checking for obvious defects;
- (iv) Specific checks, if expressly requested by ABUS.

The supplier is responsible for carrying out this inspection properly. Any deviations or defects must be reported to ABUS immediately in writing. In particular, in the event of quantity discrepancies, the actual quantity delivered must be clearly noted on the delivery note.

- 16.6. If any quality defects are identified during the incoming goods inspection or during the manufacturing process, ABUS must be notified immediately using the complaint form (Doc. No. ZQ130013). Complaints must be sent exclusively to ABUS via the central email address of the Quality Assurance department.
- 16.7. ABUS alone shall decide on the further use of the defective goods (e.g. use, reworking or return). Any measures involving costs for the supplier must be approved in writing by ABUS beforehand.
- 16.8. If the supplier incurs costs due to quality defects that only become apparent later in the processing or manufacturing process, these costs may be forwarded to ABUS for review, provided they are documented and proven.
- 16.9. The goods provided must be stored by the supplier in the correct manner and labelled as the property of ABUS. In particular, the goods must be stored in their provided packaging in a clean, dry place, and be protected from unauthorised access, to prevent improper use or damage.
- 16.10. If any of the provided parts are damaged during storage or the manufacturing process, ABUS must be informed immediately. This is the only way to ensure that the damage is properly recorded and compensated for. Damage caused by storage or handling errors shall be borne by the responsible party.
- 16.11. The goods provided are for the exclusive use of manufacturing and assembling ABUS products. Any other use is prohibited. The supplier shall be liable for any damage or misuse, unless they are not responsible for it.
- 16.12. The supplier undertakes to consistently apply the FIFO ('First In – First Out') principle to all provided goods. Older stored goods must be made available first to ensure proper stock rotation, compliance with shelf life and expiry dates, and consistent material quality.
- 16.13. Upon written request by ABUS, the supplier is obliged to carry out an inventory of the provided goods at least once a year. ABUS shall provide a standardised inventory list for this purpose, which the supplier must complete and return without delay and in full, regardless of the actual stock level.

17. Validity and final provisions

- 17.1. This Logistics Agreement shall remain in force for as long as the supplier provides products or services to ABUS. It cannot be terminated by ordinary notice.
- 17.2. All legal matters arising from this Logistics Agreement shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17.3. The exclusive place of jurisdiction, including for international disputes, for all matters arising directly or indirectly from the Logistics Agreement is the registered office of ABUS in 51647 Gummersbach, Germany. However, ABUS also has the right to bring an action before another competent state court in accordance with the German Code of Civil Procedure, the Recast Brussels Regulation (European Jurisdiction and Enforcement Regulation) or the Lugano Convention.