

Logistics Agreement

Issue 1 | EN | effective date: 01.10.2026

Rules governing deliveries of materials, parts and assemblies and the movement of entrusted material between ToMaC and the Supplier. The specific contracting parties, contacts and operational parameters are set out in Annex 1.

Article I Purpose and Scope of the Agreement

- 1.1. This Agreement governs delivery planning, packaging, labelling, transport, receipt, storage, returnable packaging and the handling of logistics deviations. It applies to the purchase of materials, profiles, sheet metal, semi-finished products, components and assemblies, as well as to the handover and return of material for subcontract processing.
- 1.2. The Buyer is the specific ToMaC group company identified in Annex 1, hereinafter referred to as 'ToMaC'. The Seller is the Supplier identified in the same Annex. The Supplier shall ensure that the relevant requirements are passed on to its carriers and Subcontractors.
- 1.3. This Agreement supplements Supplier Quality Agreement F-012a in the agreed version. Specific logistics conditions agreed in writing in a contract, order or Annex 1 shall prevail to the specified extent. The Parties shall resolve any conflict between requirements before dispatch; an exception to the logistics conditions does not constitute approval of a quality deviation.

Article II Delivery Terms and Allocation of Responsibilities

- 2.1. The delivery term shall specify the exact named place or point and the version of the rules, normally Incoterms® 2020. The Parties shall specify the particular rule and place in the order or Annex 1. The allocation of costs, risks and responsibilities for transport, loading, unloading, insurance and customs formalities shall be governed by that rule and any specific agreement between the Parties.
- 2.2. The transfer of risk shall not be determined automatically by physical receipt into the ToMaC warehouse; it shall be determined by the agreed delivery term and place of delivery. The transfer of title, price and payment terms shall be governed by the purchase contract or order, not by the Incoterms rules.
- 2.3. The Supplier shall deliver conforming goods at the agreed time, in the agreed quantity and packaging, accompanied by the correct documents. ToMaC shall provide the necessary instructions, arrange the agreed receipt and pay the price in accordance with the contract. Packaging costs must be clearly included in the price or stated separately in the quotation or order; any additional charges require prior approval.

Article III Orders and Delivery Planning

- 3.1. The Supplier shall confirm the order or call-off, including the quantity and delivery date, within the agreed period. If the Supplier is unable to comply, it shall notify ToMaC of the deviation without delay and propose an alternative date. The confirmed delivery date at the agreed place shall be binding; the dispatch date shall apply only where this has been expressly agreed.
- 3.2. Early, partial or excess deliveries and any change to the place of delivery require ToMaC's prior consent. The advance shipping notice shall include the order number, part and quantity, number of packaging units, carrier and estimated time of arrival. The consumption forecast is provided for planning purposes; any binding purchase commitment must arise from an order or a separate agreement.

Article IV Packaging and Protection of Goods

- 4.1. The Supplier is responsible for packaging suitable for the entire agreed transport, handling and storage process. Before the first delivery, the Supplier shall submit a packaging specification to ToMaC for approval, including a photograph where appropriate. The specification shall define the type of packaging, arrangement and securing of the goods, the number of pieces, dimensions and weight of each packaging unit, stacking, labelling and any storage restrictions.

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- 4.2. Profiles, sheet metal, pressed parts and assemblies shall in particular be protected against deformation, scratching, corrosion, moisture and contamination. Separators and securing elements must not damage the surface or leave any unwanted material. Sensitive surfaces, openings and functional parts shall be protected in accordance with the product specification.
- 4.3. Packaging must be clean, undamaged, stable and safe to handle. Its load capacity, permitted stacking and the agreed unit weight must be observed. The Supplier shall obtain ToMaC's prior approval for any change to the packaging, number of pieces or method of securing. Returnable and recyclable packaging shall be preferred, provided that it maintains the required level of product protection.

Article V Labelling and Accompanying Documents

- 5.1. Each separately handled packaging unit must bear a legible, durable and accessible label. Invalid markings shall be removed or invalidated. Mixed packaging may be used only with prior approval; individual items and batches must remain separated and identifiable.

Data	Labelling and Documentation Requirements
Supplier and Product	Supplier identification; name and part or material number as specified by ToMaC; revision, if required.
Order Reference	ToMaC order or call-off number and delivery note number.
Quantity and Packaging	Quantity and unit of measure; container or pallet identifier and number of packages; net and gross weight in accordance with the agreed specification.
Traceability	Production batch or lot; heat number, serial number or other identification, if required. Date of manufacture and expiry date, where relevant.
Special Requirements	Handling and safety markings; D/TLD or other customer-specific marking only to the extent agreed.

- 5.2. The delivery note must correspond to the actual consignment. It shall state the consignor and consignee, date, order number, items, quantities, identification of batches and containers, and separately list any returnable packaging. Where a consignment contains more than one batch, the quantity for each batch shall be stated.
- 5.3. Material certificates, test results, confirmations of conformity, safety data sheets and customs or transport documents shall be provided to the extent required by the order, the Supplier Quality Agreement and applicable requirements. Each material certificate must be traceable to the delivered batch. Electronic documents shall be sent to the agreed contact no later than at the time of dispatch; the consignment identification must be available upon receipt.

Article VI Returnable Packaging and Entrusted Property

- 6.1. Returnable pallets, metal crates, plastic boxes, drums and other packaging shall be recorded separately from the goods. Each issue and receipt shall be confirmed by a delivery note, packaging account or return note stating the type and quantity and, where applicable, the identification number and owner of the packaging.
- 6.2. Each Party shall keep records of packaging received, handed over, damaged and available. The balances shall be mutually reconciled at least once every six months, unless Annex 1 specifies a shorter interval. Upon completion of a project or termination of the business relationship, a final reconciliation shall be carried out and the return of the remaining balance agreed.
- 6.3. The recipient shall protect entrusted packaging and material against loss, damage and unauthorised use. It shall report any damage to or shortage of packaging without delay and shall not dispose of such packaging or use it for unrelated orders without the owner's consent. The return date and method, cleaning, repairs, transport and settlement of losses shall be agreed in Annex 1 or in writing for the specific case.

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- 6.4. For subcontract processing, records shall be kept of material received from ToMaC, consumption, the quantity produced, non-conforming parts and the remaining balance. Ownership and identification must be preserved. Remaining material and waste shall be handled in accordance with ToMaC's instructions and the agreement between the Parties.

Article VII Receipt into and Issue from the ToMaC Warehouse

- 7.1. Receipts and issues shall take place on the working days and during the hours specified in Annex 1. Any arrival outside those times must be confirmed in advance. The driver shall report to the designated warehouse employee, state the order or job number and present the relevant documents; the driver shall proceed to the loading or unloading point only when instructed to do so.
- 7.2. The carrier shall provide a suitable, clean and safe vehicle. While on the premises, the carrier shall comply with traffic instructions, designated routes and the requirements for personal protective equipment. Materials-handling equipment may be operated only by authorised persons. The Parties shall arrange loading and unloading in accordance with the agreed delivery term; the site rules apply to everyone involved.
- 7.3. On receipt, the warehouse shall check the consignment against the accompanying documents, in particular the number and identification of packaging units, the condition of the packaging and any visible damage. Any discrepancy identified shall be recorded on the delivery or transport document, countersigned by the carrier where possible, and documented by photograph. A signature on receipt does not confirm full conformity with quality requirements or the absence of latent defects.
- 7.4. A final dispatch inspection shall be carried out before the vehicle departs:
- a) The consignee, destination, order number and items are correct.
 - b) Each transport container or pallet physically loaded has a matching identifier on the delivery note; the number of units and the quantities are consistent.
 - c) The batches, labels, packaging condition, returnable packaging and required attachments are correct; no non-conforming or blocked goods are included in the consignment.
 - d) The consignment actually loaded is confirmed in the documents. If the load changes, the delivery note and the relevant record shall be corrected before departure.
- 7.5. The dispatch inspection shall be confirmed in the dispatch record or system by the authorised warehouse employee, using their name or identifier and the date. The driver shall confirm the packaging units taken over and any reservations. Before departure, the stability of the load and its securement for transport shall be verified. The Supplier shall carry out the same dispatch inspection when sending a consignment to ToMaC.

Article VIII Storage and Inventory Control

- 8.1. Materials and products shall be stored in designated locations, protected against damage and contamination, with the quantity, batch and status identification readily available. Conforming, unreleased, suspect and non-conforming items shall be clearly distinguished and physically segregated where necessary. When repacking or splitting a batch, the original traceability shall be transferred to the new units.
- 8.2. FIFO shall be applied in production and the warehouse: the material received first shall be issued first. For items with a limited shelf life, FEFO shall take precedence: the item with the earliest expiry date shall be issued first. Only released and usable stock may be issued. Movements shall be recorded on an ongoing basis; any correction to a record must be traceable and must not conceal the actual sequence of movements.

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- 8.3. The Supplier shall plan materials and capacity on the basis of confirmed orders, call-offs and the agreed forecast. Safety stock, minimum and maximum stock levels, consignment stock or material reservations shall be introduced only by written agreement. That agreement shall specify the items, quantities, replenishment arrangements, ownership, financing and settlement in the event of a change to or termination of the project.
- 8.4. The Supplier shall give timely warning of any risk of shortages, excess inventory or obsolete inventory. Unapproved production or procurement beyond the binding purchase commitment shall not automatically oblige ToMaC to take delivery of such inventory. Remaining inventory upon project termination shall be dealt with on the basis of demonstrably confirmed commitments and agreement between the Parties.

Article IX Delays and Logistics Deviations

- 9.1. The Supplier shall notify ToMaC of any risk of failure to meet the delivery date, quantity or continuity of supply immediately upon becoming aware of it and shall not wait until the scheduled delivery date. The notification shall specify the affected orders and parts, quantity, cause, impact, available inventory and proposed supply recovery plan. Where production is at urgent risk, the Supplier shall contact ToMaC Logistics by telephone and confirm the information by email.
- 9.2. Any revised delivery date, partial delivery, expedited transport or alternative packaging shall be agreed with ToMaC in advance. The Supplier shall provide ongoing status updates until supplies have been restored. Any change to the material, product, production location or process remains subject to approval under the Supplier Quality Agreement.
- 9.3. In the event of damage, a mix-up, a quantity discrepancy, missing documents or non-compliant packaging, ToMaC shall record and notify the deviation. If safe receipt or unambiguous identification is not possible, ToMaC may suspend receipt, segregate or reject the consignment, or agree its return. The Supplier shall correct the documents, repack the goods, make up any shortfall or provide a replacement delivery in accordance with the agreed procedure.
- 9.4. Responsibility for substantiated additional costs shall be assessed according to the cause, delivery term, contract and Supplier Quality Agreement; the Parties shall agree the method of reimbursement. Where a claim is raised, the response deadlines and corrective actions set out in the Supplier Quality Agreement shall apply. If there is a suspected threat to safety or compliance with D/TLD requirements, the affected batches shall be blocked immediately and ToMaC, including the relevant PSCR, shall be informed.

Article X Evaluation and Records

- 10.1. ToMaC continuously monitors compliance with delivery dates and quantities, errors in documents and labelling, packaging damage, expedited transport and discrepancies in the packaging account. The results form part of the Supplier evaluation and process KPIs; if a deviation recurs, corrective action and verification of its effectiveness shall be required.
- 10.2. Orders, confirmations, advance shipping notices, delivery and transport documents, warehouse movements, dispatch inspections and packaging accounts must be traceable. Records shall be retained in accordance with the Supplier Quality Agreement and applicable customer and legal requirements; data relating to D/TLD batches must remain capable of being linked to one another.