

# Logistics Manual

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## 1. Introduction

The Logistic Manual is a legally binding document which is a part of the contractual relationship between the Buyer, GUMOTEX (GUMOTEX Automotive Břeclav, s.r.o., GUMOTEX Automotive Jaroměř, s.r.o., GUMOTEX Automotive Třebíč, s.r.o., GUMOTEX Automotive Myjava, s.r.o. and ZPV Rožnov, s.r.o.) as the first Party and the Supplier as the other Party, and the terms and conditions set forth herein are already valid within the framework of the conduct of pre-contractual negotiations for the conclusion of the contract (the so-called pre-contractual stage of demand).

Where GUMOTEX is further mentioned in the text, it includes also the above-mentioned companies, which may act in place of GUMOTEX as the Buyer in a particular contractual relationship.

## 2. Planning data and production capacities

- a) The Supplier is obliged to create and to keep sufficient production capacities for arrangement of volume of deliveries with minimum 20% reserve for demands agreed by the contractual partners and to organize the material flow in a relevant way.
- b) The Buyer is obliged to inform the Supplier about the production plan in form of forecasts, which specify expected volume of deliveries (of ordered goods) for particular time period. The data mentioned in the forecasts are binding; at the same time the Buyer herewith stipulates the right to change the forecasts according to the needs of the final customer.
- c) Binding volume of goods ordered by the Buyer is stated just in a particular call-off (order). The Buyer is obliged to purchase goods in the extent specified in the call-off (order). The Buyer is not obliged to accept deliveries over the quantity specified in the call-off (order).
- d) Terms settled in the call-off (orders) are generally taken as terms of delivery to the delivery address of the Buyer. In case of the delivery conditions (e.g. FCA) the terms specified in call-off (orders) are the terms of loading in the production plant of the Supplier.
- e) The call-off (orders) will be delivered to the Supplier via e-mail, fax or data transfer (if established).
- f) Data and information to the points from a) to e), it means the terms, time periods, responsible employees, and volumes of deliveries will be specified in form of the annex - Logistics Terms.
- g) The Supplier is obliged to observe prearranged time intervals, i.e. to deliver the supply at the stipulated time of the stipulated day.
- h) In case of breach of the above-mentioned obligations the Buyer is entitled to impose sanctions according to the Tariff Rates.

## 3. Binding effect of call-offs (orders)

- a) A call-off becomes binding after delivery to the Supplier.
- b) The Supplier engages himself to inform the Buyer in written form (via e-mail) within 24 hours from delivery of a call-off (order) about its accepting, and also to confirm his ability to fulfil the call-off (order) in demanded time schedule and quantity.
- c) If impossible to fulfil the time schedule or quantity demanded by the Buyer, the Supplier is obliged to send immediately to the Buyer a binding statement about quantity of ordered goods, which is the Supplier able to deliver according to the schedule as well as the date of delivery of the rest of ordered goods in accordance with the call-off (order).

- d) If within 24-hour time period the Buyer does not obtain any written message from the Supplier, the Supplier is obliged to deliver goods duly and on time. In case of breach of this duty of delivery, the Supplier bears the responsibility for costs connecting with possible loss incurred on the part of the Buyer including the costs of the Buyer accruing of the compensation for the Buyer's customers and the loss charged by customers to the Buyer in consequence of non-delivery. If the Supplier notifies the Buyer about the non-delivery, the Supplier is not released from a duty to deliver goods according to the deadline required in call-off (order) unless otherwise agreed in written form.

#### **4. Consignment warehouse**

If it is possible in consideration of the character of deliveries, the Supplier proposes the possibility of establishing a consignment warehouse in the premises of the Buyer.

#### **5. Information about changes in production and crisis management**

The Supplier engages himself in written form to inform the Buyer immediately in case of:

- change of production capacity
- transfer of production to another place
- changes of the agreed way of transport
- emergency situation in production
- changes in organization

Before the start of deliveries, the Supplier is obliged to present the crisis management plan and solution of deliveries in case of endangered planned production.

#### **6. Packing and packaging materials**

- a) Before the start of deliveries and on every change, which could relate to packaging, the Seller is obliged to propose packaging including auxiliary packaging material and technique of storing of parts in form of the Packing Instructions. The Packing Instructions shall be approved by the Buyer.
- b) Quantity of returnable packaging (if agreed, that the packaging will be returnable) for an actual project will be the matter of a bilateral agreement. Acquisition of necessary volume of determined type of packaging and auxiliary packaging materials will be realized by the Supplier at his own expense. Repairs, cleaning as well as disposal of stale packaging are secured by the Supplier.
- c) Setting of the price conditions for returnable and non-returnable packaging, as well as cleaning, repairs and disposal of them is a part of the Price Agreement which comprises the Annex No.1 of the Frame Contract of Purchase.

#### **7. Securing of transport and place of fulfilment**

- a) Unless provided otherwise, the place of fulfilment is the delivery address of the Buyer.
- b) Standards of Incoterms 2010 are in force. There is a general presumption of delivery of goods to the Supplier to his delivery address (in this case the Supplier takes the risk of loss to the property for the entire time of transport up to the moment of its delivery into the Buyer's plant).

- c) Additional costs of transport will be paid by the party, which caused the necessity of a special (extraordinary) transport

## **8. Termination of contractual relation**

- a) If contractual relation was terminated in accordance with the article 13 of the Frame Contract of Purchase, GUMOTEX does not bear the responsibility for remainder of goods, raw materials, or materials for production of goods in question on the part of the Supplier and GUMOTEX is not obliged to take the goods or to compensate the Supplier financially.

## **9. Final provisions – binding nature of the manual**

This Logistic Manual is a part of the contractual relationships between GUMOTEX and suppliers without requiring the signing of this manual. The Manual is already binding at the stage of demand /pre-contractual negotiations/. The current text of the Manual is available at [www.gumotex.cz](http://www.gumotex.cz).

## **10. Annexes**

Logistics terms