

Logistics Agreement

between

Miele & Cie. KG
Carl-Miele-Straße 29
33332 Gütersloh, Germany

imperial-Werke oHG
Miele-Straße 1
32257 Bünde, Germany

Miele Werk Bürmoos G. m. b. H.
Miele-Straße 1
5111 Bürmoos, Austria

Miele technika s.r.o.
Šumperská 1348
78391 Uničov, Czech Republic

Miele Tehnica S.R.L.
Str. Carl Miele 1
507065 Feldioara jud. Braşov, Romania

Dongguan Hong Da Electric Products Co. Ltd
No. 9 Mei Nuo Jie,
East Industrial Park, Qishi Town
Dongguan City, Guandong
523500, China

Miele Technika Sp. z o.o.
Miele 4-6
PL-95-054 Ksawerów

(Hereinafter referred to collectively as "Miele")

and

(Hereinafter referred to as "supplier")

Table of contents:

1. Introduction	5
1.1. Purpose	5
1.2. General obligations of the parties	5
2. Place of fulfilment.....	5
3. Planning and ordering.....	5
3.1. Basis for planning	5
3.2. General availability	6
3.3. Delivery schedule	6
4. Delivery	6
4.1. Delivery condition, load and transport.....	6
4.2. Delivery date	7
4.3. Delivery slip	8
4.4. Transport and customs documentation.....	8
4.5. Export certificate.....	8
4.6. Modifications	8
4.7. Dispatch notification	9
5. Carriers, labelling, and packaging.....	9
5.1. General requirements	9
5.2. Dimensions and construction of carriers	10
5.3. Single-use packaging	10
5.4. Reusable packaging	10
5.4.1. Agreed packaging	11
5.4.2. Procuring packaging	11
5.4.3. Packaging quality	11
5.4.4. Use of packaging	11
5.4.5. Ordering packaging and load handling aids on an as-required basis.....	11
5.4.6. Delivery of packaging to the supplier.....	12
5.4.7. Delivery of packaging to Miele.....	12
5.4.8. Transporting empty containers	13
5.4.9. Accounting	13

5.4.10.	Damaged or contaminated packaging	13
5.4.11.	Inventory	14
5.4.12.	Costs/payment	14
5.4.13.	Ending or reducing delivery	14
5.5.	Specific requirements for carriers and packaging	14
5.6.	Load safety	15
5.7.	Carrier labelling	15
5.7.1.	Formats	15
5.7.2.	Positions	15
5.7.3.	Example images.....	16
5.8.	Handling stored goods.....	19
5.9.	Procedures following modifications.....	19
6.	Supplier risk management and emergency strategy	19
6.1.	Separate evidence of independent risk management strategy.....	19
6.2.	Separate evidence of emergency strategy.....	19
7.	Using the supplier portal and EDI	20
8.	Supplier evaluation	20
9.	Naming contact persons	20
10.	Term of contract	20
11.	Termination of agreement.....	21
12.	Confidentiality	21
13.	Miscellaneous.....	21
14.	Attachments specific to each plant.....	22
14.1.	Delivery details for the Gütersloh plant.....	22
14.2.	Delivery details for the Arnsberg plant.....	23
14.3.	Delivery details for the Bielefeld plant.....	24
14.4.	Delivery details for the Braşov plant	25
14.5.	Delivery details for the Bünde plant.....	26

14.6.	Delivery details for the Bürmoos plant	27
14.7.	Delivery details for the Dong Guan plant	28
14.8.	Delivery details for the Euskirchen plant.....	29
14.9.	Delivery details for the Lehrte plant	30
14.10.	Delivery details for the Oelde plant.....	31
14.11.	Delivery details for the Uničov plant	32
14.12.	Delivery details for the Warendorf plant.....	33
14.13.	Delivery details for the Ksawerów plant.....	34

1. Introduction

1.1. Purpose

The following logistics agreement, in addition to the general agreement and other existing agreements, is intended to regulate the operative logistics of Miele & Cie. KG, imperial-Werke oHG, Miele Werk Bürmoos G. m. b. H., Miele technika s.r.o., Miele Tehnica S.R.L., Dongguan Hong Da Electric Products Co. Ltd and Miele Technika Sp. z o.o., and their respective sites (hereinafter referred to collectively as "plants") with the supplier.

This agreement supersedes any load handling aid agreements, as well as forwarding instructions that are currently in force.

The different plants can place various demands on the supplier. Details can be taken from the attachments specific to each plant. The attachments are valid insofar as the supplier delivers to these plants for the duration of this agreement.

1.2. General obligations of the parties

The supplier shall undertake to supply and deliver to Miele according to the specifications and agreements, especially the general agreement, the delivery schedules, and supplementary regulations.

2. Place of fulfilment

The place of fulfilment is always the respective location mentioned in the delivery schedules. Details of this can be taken from the plant-specific information found in the attachment.

3. Planning and ordering

The following provisions are intended to regulate communication and planning between Miele and the supplier.

3.1. Basis for planning

Unless agreed otherwise, the responsibility for planning availability, in particular manufacturing and storage capacities, as well as the supply of necessary components and materials, lies with the supplier. Miele's current delivery schedules always serve as a basis in this case.

The supplier must always share the complete delivery schedules with its presuppliers to ensure forward-looking planning.

The supplier must inform Miele in the case of any deviation from the agreed conduct.

The supplier must approve any corrective action introduced by Miele following a prior arrangement. Information shared with Miele must be complete, received in the text form and in a timely manner. In a timely manner means that Miele is granted enough time to check and possibly object to any measures before they are implemented.

Both parties undertake to notify via E-Mail or Fax one another of any exceptions that give rise to changes to requirements at short notice and which have not yet been recorded electronically, and to coordinate these changes together.

In addition, the supplier undertakes to communicate any such exceptions to its presuppliers without delay.

The contracting parties hereby mutually undertake to regularly agree on rounding values and packaging units, as well as load handling aids. In case of discrepancies, the supplier is obliged to report this to Miele without delay.

If tools used by the supplier are owned by Miele and if the requirement for tools will foreseeably change in the future and more tools will be needed to meet the required capacities, the supplier must immediately notify Miele of this in text form.

3.2. General availability

The supplier shall continually adapt its manufacturing and storage capacities to Miele's requirements, which are evident from the current delivery schedules.

Furthermore, the supplier undertakes to compare available capacity with capacity requirements. This must take a future-oriented approach and be based on Miele's delivery schedules. If required, Miele can freely check these comparisons. During this evaluation, only regular working days should be included when planning manufacturing capacity, as the remaining days should act as spare capacity to balance out any potential increases in delivery quantity at short notice.

The responsible Miele employee must immediately be informed in text form of any foreseeable bottlenecks in delivery.

Advance deliveries without any previous text form agreement can be refused by Miele.

If the supplier's availability is compromised in any way by operational incidents on the supplier's side, the supplier shall maintain its ability to supply to Miele along with any logistic settlement. In particular, this also applies to the upholding of delivery options during annual leave and/or company holidays. Miele must always be informed of the dates for annual leave and company holidays in text form at least two months in advance.

3.3. Delivery schedule

Delivery schedules are binding for the supplier. Delivery schedules with more recent dates therefore replace those containing less recent dates. In principle, the delivery schedule is based on the general agreement.

If the supplier is faced with misleading data, the supplier must refer immediately to their contact at Miele to arrange a concrete agreement.

In addition, the supplier shall fully align its own schedule with Miele's delivery schedules to ensure that all Miele's requirements are met.

The supplier shall respond flexibly and without restrictions to any changes to the delivery schedules.

4. Delivery

The following contains binding regulations concerning the control of the delivery process.

4.1. Delivery condition, load and transport

Details of the agreed delivery conditions are to be taken from the general agreement. They are binding and fixed for both parties.

The supplier must always adhere to the delivery quantities required by Miele (material quantity, number of packages) per transport. It must be ensured that the quantity of the contents is the same in each package in the delivery.

Means of transport are to be loaded separately based on the unloading point. If several plants are to be accessed, the load for the first plant should be placed next to the tailgate, and the load for the remaining plants on this route should then be placed in the order in which they will be unloaded.

During delivery, no third-party goods must be placed in front of Miele goods in the HGV. Miele will turn away such vehicles or unload them at Miele's discretion. If the third-party goods are damaged or destroyed when unloaded, Miele is only liable in cases of malicious intent or gross negligence.

See the attachments for detailed delivery conditions concerning the respective plant.

Provided the delivery condition "free carrier" (FCA) was agreed upon, the following applies:

- The supplier shall only consign deliveries to logistics service providers specifically appointed by Miele.
- If the delivery location deviates from the agreed delivery location, the supplier shall organise transport to this location and bear the risk and costs for transport to the delivery location. Miele's delivery logistics department must also be informed.
- The maximum loading time, hence also the forwarder's waiting time at the delivery location, must not exceed the time window prescribed by Miele. If the supplier extends the loading time and therefore causes additional costs, Miele reserves the right to charge the supplier for these additional costs.

On agreement of the delivery condition "carriage free" (DAP, DDP), the time window prescribed by Miele for deliveries must always be strictly adhered to.

If a timely delivery by a logistics service provider commissioned by Miele is prevented due to a fault of the supplier and the vehicle must depart empty or is not filled as declared, the supplier shall undertake to organise an additional journey on its own initiative, and at their own risk and expense, to ensure that the goods are still delivered on time.

The supplier must submit a cargo declaration to the named logistics service provider according to the service provider's regulations. This includes both the form of communication (such as the forwarder's portal), as well as the minimum details concerning the cargo declaration (such as collection address, quantity and type of carrier, weight, volume, parking spaces, collection time).

The cargo declaration must always and without exception be submitted before the deadline of the logistics service provider. The registration schemata prescribed by Miele must be followed strictly. It should be pointed out here that the logistics service provider is continually measuring the supplier's performance based on its reliability. This measurement influences Miele's evaluation of the supplier.

If a change is made to the transport volume by the supplier after the cargo declaration, the supplier must contact the logistics service provider immediately. If the logistics service provider does not deem an increase in the transport volume possible, further proceedings shall be coordinated with the responsible Miele contact.

4.2. Delivery date

The date stated in the delivery schedule is always the date that the delivery is to be made to the Miele plant in question, under all delivery conditions and without exception. The responsibility for timely dispatch, in accordance with the schedule and transit time as set out by Miele, lies with the supplier

Miele's delivery dates are always binding, even in the case of annual leave and company holidays, and the supplier bears the responsibility for adhering to these dates.

If the delivered goods display any signs of quality or safety defects following an incoming goods inspection on the delivery date, the supplier must bear the risk and costs for any necessary additional journeys to return the goods and to make any subsequent deliveries.

4.3. Delivery slip

Every delivery is to be accompanied by a delivery slip in accordance with the relevant country-specific provisions, which must contain the following details: delivery slip number, details of sender, details of recipient, supplier number, quantity and type of all used load handling aids. This also applies to any transported empty containers.

The following details are required for each delivery item: Miele order number, Miele material number, quantity of delivered item, mass, quantity of containers and container type and information concerning packaging and labeling.

Additionally, the plant designation or number is also required. This applies especially when several plants are located in one place.

The delivery slip is always delivered by hand and not loose with the delivery.

4.4. Transport and customs documentation

The supplier must forward all the necessary customs and transport documentation to the logistics service provider without being prompted. In the case of exports, this must include the export declaration and preference certificates. In the case of air freight or overseas transport, the supplier must also prepare the necessary security documents before dispatch.

Different versions of the bill of lading are prescribed by Miele according to requirements and must be implemented by the supplier. Miele reserves the right to prescribe those versions which are above all the least complicated for Miele in the respective transaction, and which enable the quickest possible settlement of the delivery procedure.

Imports must be dealt with in accordance with Miele's instructions. In the case of plants outside of Germany, customs agents are normally assigned who are tasked with the settlements.

In accordance with Article 7, paragraph 1 of regulation no. 638/2004 of the European Parliament and of the Council, the supplier shall issue an Intrastat dispatch notification within the European Union according to the relevant country-specific regulations.

The supplier shall contact the relevant person at Miele immediately to initiate coordination in any case where incomplete information concerning the settlement of imports and exports is provided.

4.5. Export certificate

The supplier is provided with the export certificate or arrival notification, which is adapted to the relevant logistics concept applied to the current transaction, either by the logistics service provider or the recipient Miele plant.

If documents are not provided, the supplier must request these immediately.

4.6. Modifications

Deviations from agreements, regardless of which kind, are only possible following text form confirmation, which must have been expressly obtained from Miele by the supplier.

Miele reserves the right to send back deliveries received without consent at the risk and expense of the supplier..

For logistics services required in addition, such as additional journeys, the supplier must charge market prices and avoid any disproportionate additional costs. Furthermore, additional expenses are to be borne by the supplier.

If unscheduled temporary storage is required due to annual leave or supplier company holidays, the supplier shall bear the risk and costs for the transport to the temporary storage/plant or for additional journeys.

4.7. Dispatch notification

The dispatch notification is always issued using the agreed means of communication (EDI, fax, Miele-supplier portal, post). In principle, the dispatch notification should be issued at the agreed time. However, this should never occur after receipt of the goods.

If the dispatch notification is issued via EDI, the receipt interval must be observed by the supplier according to the provisions set out in the EDI contract.

If the dispatch notification is issued on the Miele supplier portal, the supplier shall check and process the data provided by Miele within a reasonable time frame. If the supplier cannot provide the required amount or if other difficulties arise, the supplier shall contact Miele to work out a mutual solution.

Miele is greatly concerned with keeping the information flow in the triangular relationship between Miele, supplier, and forwarder as transparent and complete as possible. For this reason, the supplier shall issue a dispatch notification including full details of the content. This obligation refers to the dispatch notification sent to Miele as well as that sent to the forwarder.

The dispatch notification (cargo declaration) sent to the forwarder always requires details of the delivery slip number of the supplier and, in the case of a portal dispatch notification to Miele, the Miele reference number.

The material number on the dispatch notification sent to Miele must match the cargo declaration sent to the forwarder on the dispatch level.

5. Carriers, labelling, and packaging

The following shall determine Miele's requirements for dealing with carriers and the condition of packaging.

5.1. General requirements

Deliveries must be packaged carefully to avoid damage to goods during transport, loading, and unloading.

Miele shall notify the supplier of any changes to the packaging to be used via a chosen means of communication (EDI, supplier portal, post) and such changes shall be implemented without delay and in a flexible manner. If changes to packaging are called for by the supplier, then the supplier must consult Miele before implementing this change.

If several plants are located in one place and they receive deliveries from the supplier, then the materials must be packaged in separate carriers for each plant.

Packaging should be appropriate for the goods contained and the type of transport, and should be selected with regard to the ecological aspects of recycling and/or reusability.

The relevant country-specific regulations must be complied with. For example, in Germany in accordance with the Packaging Act (Verpackungsgesetz (VerpackG)), a cumulative limit value of 100 mg/kg for heavy metals such as lead, cadmium, mercury, and chromium VI is stipulated for use in packaging and packaging components.

Wood used in packaging must be treated in accordance with a method approved by IPPC (International Plant Protection Convention) and in full compliance with Standard ISPM no. 15 (International Standards For Phytosanitary Measures No. 15), and declared as specified on the packaging.

Miele must be informed without fail if the costs for the disposal of single-use packaging have been pre-paid by the supplier.

Fragile goods should be clearly marked with the recognised standard symbols.

A fundamental requirement is that each transport unit (TU) should contain identical goods with the same Miele Mat. no.

If this is not feasible either for reasons of cost or volume, then each transport unit should contain goods sorted by Miele Mat. no. in separate packaging units (PU) and the transport unit should be marked as a mixed pallet.

As a rule, items of smaller volumes should be placed on top of items of larger quantities when packing a mixed pallet.

If the condition of a delivery deviates from the agreed packaging instructions, or if other terms of delivery are violated, Miele reserves the right to repackage or return the delivery at the expense of the supplier.

In accordance with the present regulations and upon consultation, the supplier may use alternative packaging.

5.2. Dimensions and construction of carriers

Only those transport units and dimensions defined by Miele may be used.

Weight slips or identification labels loosely attached to the TU/PU lead to processing faults in Miele's automatic transport and storage systems and are therefore prohibited.

Miele reserves the right to refuse carriers not loaded according to the specifications.

5.3. Single-use packaging

If a recycling system has not been agreed upon, the supplier must independently procure single-use packaging in sufficient quantity and make this available.

Single-use packaging must be stored securely on pallets in the correct dimensions. This must be done in such a way that prevents the packaging from shifting out of place.

In terms of quality, single-use packaging must be procured that can easily withstand the flow of materials.

Wrapped or shrink-wrapped goods on flat pallets should be secured in such a way that the foil does not incorporate the pallet.

Knots or ends of wrapping must be tied in so that they neither trail nor protrude.

5.4. Reusable packaging

The following regulations are binding if a recycling system has been agreed with the supplier.

5.4.1. Agreed packaging

The required packaging is stipulated in text form in cooperation with the responsible Miele employees and must be used without fail in the delivery process.

Container type and volume in circulation are also agreed by material number or material group. Alternative packaging may be stipulated if there is a critical shortage in material provision due to insufficient availability of load handling aids.

On the supplier's request, any necessary changes to packaging or the quantity of agreed containers must be determined together with Miele and documented in the relevant attachment.

5.4.2. Procuring packaging

If Miele's own packaging has been agreed upon, then Miele shall make the required volume available to the supplier as stipulated in each case. Miele remains packaging owner.

If Euro Pool packaging or single-use packaging has been agreed upon, load handling aids shall (initially) be procured by the supplier.

5.4.3. Packaging quality

The quality of DB cage pallets and Euro pallets must comply with EPAL standards (www.epal-pallets.org).

DB cage pallets must meet UIC 435-3 quality standards.

Euro pallets must meet standards EN 13698-1 and UIC 435-2 quality standards.

Any necessary repairs to DB cage pallets or Euro pallets must be carried out in a proper manner in accordance with the UIC 435-4 quality standard.

5.4.4. Use of packaging

Miele's own packaging may only be used for stipulated product deliveries to businesses which have either come to an "agreement on purchasing and using reusable packaging" with Miele, or have concluded this logistics agreement, as well as an agreement on the delivery of production material to a recipient approved by Miele. Use of this packaging outside the agreed terms is prohibited.

Packaging is to be stored and used in such a way that it can neither be destroyed, damaged, or stolen, and that it cannot cause any damage. Similarly, contamination of the packaging must be prevented.

With Miele's own collapsible cage pallets, the container must be secured with the split pins fitted or the automatic safety devices must be properly locked in place.

5.4.5. Ordering packaging and load handling aids on an as-required basis

The request of empty containers from Miele must be done strictly according to the provisions of the attachments specific to each plant. Empty containers may not be ordered via any other means. To order standard Miele load handling aids, the supplier is sent a load handling aid form, which must be completed and returned.

A request for empty containers must always follow the agreed logistics concept. Empty containers may only be requested on an as-required basis, as agreed with Miele.

In case of an unscheduled change in requirements, Miele must be immediately informed of the additional requirements along with the required numerical data.

Requests for any required packaging and load handling aids must be made to Miele by post at least 5 working days before the required delivery deadline. When doing so, the following information must be made available by the supplier:

- Supplier number and name
- Load handling aid designation
- Quantity of load handling aids
- Delivery address of the load handling aid recipient

As soon as a demand is made from the load handling aid account and the order has been received, the supplier shall receive text form notification by fax or by e-mail regarding the place of loading.

If the required packaging and load handling aids are not ordered punctually by the supplier, it must bear the additional costs so that the required delivery deadline is not missed and to enable alternative replacement packaging to be procured.

If Miele cannot provide the packaging and load handling aids required by the supplier in the required volume or within 5 working days, replacement packaging shall be released by Miele. Any additional costs arising in this case shall be borne by Miele.

The permitted storage volume of the supplier is agreed between Miele and the supplier according to the specific components.

However, the basic specification applies that a request made by the supplier for load handling aids is only permitted within the framework of the required stock in the system.

5.4.6. Delivery of packaging to the supplier

Miele shall provide the supplier with the packaging which was ordered punctually at the agreed place of loading in accordance with the agreement.

5.4.7. Delivery of packaging to Miele

Materials are to be delivered sorted into single product varieties in each packaging unit. Smaller packaging sizes that cannot form a complete size load (1200x800 mm) are to be bundled into mixed pallets and labelled with

- Material number
- Designation
- Quantity
- No. of containers

accordingly. In doing so, the smallest units must be stacked on top. Every single container must also be clearly and legibly labelled on the outside with the material number, designation, and quantity of delivered items.

Additional costs such as for repackaging and disposal of single-use packaging caused by failure to comply with the agreed packaging regulations will be charged to the supplier.

5.4.8. Transporting empty containers

The responsibility for and costs of transporting empty containers are agreed on an individual basis.

Miele will not issue pallet credit notes or invoices if Euro pallets are used, and will only exchange on delivery if a 1:1 exchange was arranged.

If a pallet cannot be exchanged when Miele cage pallets are in use, this will be confirmed by a stamp and signature on the appropriate Miele documentation. Only this document can be used to reclaim empty containers at a later date.

Miele reserves the right to calculate transport costs for empty containers specific to the plant and to list them separately.

5.4.9. Accounting

Miele and the supplier each manage an account which tracks packaging and load handling aids. The account should be updated each time the packaging changes location. The following information must be supplied, if available:

- Date of delivery (arrival/departure from the supplier)
- Type of packaging and loading unit
- Quantity
- Delivery slip no./empty container supply note no., and
- Place of delivery (for plants with several goods entrances, department designation and building number must also be supplied)

Miele expects to be notified immediately in the event of surplus packaging stock.

If the supplier exceeds the stipulated stock circulation by more than three months, Miele reserves the right to charge for the accrued additional expenses.

The accounts are balanced once every month. After being notified of the account balance carried out by Miele, the supplier has an objection period of 4 weeks. If no objection is raised within this period, the account balance reported by Miele is considered approved. In exceptional cases, Miele reserves the right to make additional requests on the supplier's account balance.

An objection against the account balance must be submitted with copies of delivery slips. If an objection is approved, the supplier's account managed by Miele will be corrected accordingly. The supplier bears the compensation costs if there is no response to balance notifications by the deadline.

5.4.10. Damaged or contaminated packaging

If damaged or contaminated packaging or load handling aids are received, complaint must be lodged to Miele without delay, within 5 days of receipt at the latest, including a photo and declaration of the delivery slip number. The supplier will not use this packaging, but withdraw it, store it in accordance with the regulations, and return it with the next serial delivery, clearly labelled as damaged.

If the supplier delivers damaged or contaminated packaging, the supplier will be charged with the repair, cleaning, or replacement costs for the packaging or load handling aid according to the current price list.

If hidden damage is discovered after the packaging has arrived, the supplier will be invoiced for the above mentioned costs.

5.4.11. Inventory

Miele and the supplier must carry out an inventory check at least once a year on an agreed date. The supplier will be notified of the date by Miele in good time and in text form, and requested to carry out a full stock check by the given date. The supplier must then share the result with Miele immediately.

Miele reserves the right to request further interim inventory checks at any time.

If a difference is discovered between the result of the inventory and the account balance held with Miele, the account shall be adapted accordingly. Loss and damages shall be clarified with the supplier and Miele, and the costs shall be split based on the cause and invoiced to the parties according to the current price list.

5.4.12. Costs/payment

Payment for the invoiced load handling aids and additional costs shall be made within 14 days of receiving the invoice without deductions.

5.4.13. Ending or reducing delivery

At the end of delivery, the supplier shall send back all packaging and load handling aids owned by Miele to Miele.

If the business relationship is to continue, a credit note, to the extent permitted by law, may also function as reimbursement.

5.5. Specific requirements for carriers and packaging

To ensure that the carriers are used in the most effective way possible and to reduce packaging volume, the supplier must fill the carriers as much as possible within the applicable restrictions.

It is compulsory to:

- Avoid incomplete layers
- Adhere to specified filling quantities
- Fill cardboard packages completely
- Ensure that packaging does not pose a danger of injury
- Always ensure moisture and corrosion protection
- Enable handling access with a forklift truck
- Ensure that the labelling and packaging do not obstruct processing in Miele's automated warehouse
- Use recyclable packaging materials
- Ensure that the load does not protrude above the top edge of the pallet or through the sides when using cage pallets

- Ensure that the packaged goods do not protrude beyond the dimensions of the pallet when using Euro pallets
- Adhere to the prescribed packaging height when using Euro pallets

Furthermore, Miele is able to receive and requires deliveries of a large number of bought-in, ready-to-assemble goods in small containers (Euro-Fix crates). Miele provides these containers in five different sizes.

To transport these small containers, Miele provides flat steel pallets which have the same dimensions as Euro pallets and to which the packaging dimensions also apply.

In addition, Miele provides stacking aids for these containers on request, which are intended to help make better use of the transport volume and transport restraints.

The container formats and quantities prescribed by Miele for each Miele Mat. no. must be adhered to at all times. Therefore, only one container for the remainder of a batch of parts is permitted per Miele Mat. no.

5.6. Load safety

Load safety must be regulated by the provisions of the general agreement and, as a minimum, always in accordance with legal requirements.

If the walls of the pallets need lining to protect the contents, Miele can provide its specially produced reusable cardboard sheets.

5.7. Carrier labelling

Every TU/PU must be labelled with the following details: Miele Mat. no, quantity of delivery items in the TU/PU, batch/manufacturing number (date).

Mixed pallets must be clearly marked with the inscription "Mixed Pallet". The aforementioned details are required for all contained materials.

When labelling carriers, care should be taken to ensure that labels and tags can easily be removed without leaving any residue. Moreover, they must not protrude beyond the contours of the carrier and are to be applied so they are as flush with the carrier as possible.

If the above-mentioned process becomes a paperless procedure of labelling carriers, labels shall be applied electronically (e.g. labels, RFID tags). A separate agreement has been concluded in this case.

5.7.1. Formats

The following listed formats are permitted for carrier labelling:

- Horizontal orientation for large load carrier (LLC) label and small load carrier (SLC) label on the inside → A5 to A4
- Horizontal orientation for SLC label, maximum outer dimensions of 7.5 cm x 15 cm

Scaled on the inner narrow side

5.7.2. Positions

The following listed positions are permitted for LLC labelling:

- In the upper third, lengthways and edgeways

- Alternatively, on top on the covering

The following listed positions are permitted for SLC labelling:

- Outside edgeways
- Alternatively on the inside

5.7.3. Example images

The following images are intended to provide examples of permitted areas:

Large load carrier – LLC label:



Small load carrier – LLC and SLC labels from the outside:



Small load carrier – LLC and SLC labels from the inside:



Small load carrier – SLC labels from the inside:



5.8. Handling stored goods

The supplier must package and secure stored Miele goods according to Miele's specifications and store them in an appropriate environment under specific conditions agreed with Miele.

5.9. Procedures following modifications

Modifications of any kind must always be agreed and documented in writing otherwise null and void.

Binding specifications regarding the necessary parameters for new components shall be provided to the supplier.

6. Supplier risk management and emergency strategy

6.1. Separate evidence of independent risk management strategy

To safeguard the entire delivery chain, Miele expects its suppliers to provide obligatory evidence of a risk management strategy for the procurement of necessary materials.

6.2. Separate evidence of emergency strategy

If difficulties in material provision become likely and these could impede Miele's supply, the supplier must immediately initiate an emergency plan to ensure supply to Miele. Production shortages at Miele must be avoided at all costs. For this reason, the supplier must always ensure the coordination, procurement, and immediate provision of a replacement delivery. Miele requires suppliers to be able to produce evidence of an appropriate emergency strategy which contains the necessary levels of

escalation on request when an audit is carried out. This emergency strategy must cover the entire delivery process, including upstream suppliers.

7. Using the supplier portal and EDI

If the Miele supplier portal is to be used, the relevant terms of use for the Miele supplier portal are to be considered binding. These are available at <http://www.miele.co.uk> under "Suppliers" and in the "Supplier login" subcategory.

If the supplier takes part in data exchange via EDI, then the regulations in the agreed EDI contract remain valid.

8. Supplier evaluation

Miele regularly evaluates its suppliers based on quality, delivery, technical competency, price and sustainability, and financial risk classification.

In the course of this evaluation, special emphasis is placed on the quality of the supplier and delivery in terms of adherence to delivery deadlines and volume of delivery.

A supplier can be awarded a maximum of 100 points in this evaluation if Miele's aims are completely satisfied.

The suppliers are categorised from A-class suppliers to C-class suppliers based on the following points scale:

Evaluation classes	
90 to 100	= A
80 to < 90	= AB
60 to < 80	= B
0 to < 60	= C

Suppliers who only achieve a B or C rating will be subject to greater scrutiny in the future. Miele's objective for suppliers is that they achieve an A-class supplier status. As a result of ongoing negative evaluations by Miele, B and C-class suppliers will be faced with the appropriate levels of escalation.

The results of the supplier evaluation will be shared with the supplier and will be taken into consideration during future enquires made to series suppliers and contract negotiations.

9. Naming contact persons

Both parties are obliged to name the responsible contact person within their own company in writing, along with the deputy.

Furthermore, the supplier shall name a contact person for logistics queries who is also available for Miele outside of the supplier's usual business opening hours.

In addition, the supplier shall also name an emergency contact who can be contacted in the event that the aforementioned persons cannot be reached. The emergency contact person must not be the same as the aforementioned people.

10. Term of contract

This agreement shall come into effect upon signature by the supplier and shall be valid for an indefinite period of time.

This agreement shall expire at the end of the supplier relationship at the latest.

11. Termination of agreement

This agreement can be terminated by either party to the contract with a period of notice of 3 months to the end of a month.

Any termination shall be null and void unless made in writing.

12. Confidentiality

Both the supplier and Miele shall undertake to treat as confidential any information, documents, trade secrets and knowledge belonging to the other party that is not already in the public domain, in particular (but not exclusively) commercial or technical information, where they receive or become aware of such information, documents, or knowledge in the course of the business relationship or initiation of such a relationship.

Use of the data in question shall only serve the purpose of implementing agreed processes. After the contract has ended, data relevant to Miele held in paper form must be returned immediately without prompting, or if held in digital form, must be deleted irretrievably.

Furthermore, the supplier shall undertake to arrange these conditions in writing with its presuppliers.

This agreement does not expire following the end of the contract, but shall endure beyond this.

13. Miscellaneous

The supplier may only offset uncontested or legally confirmed claims.

Alterations and/or additions to this logistics agreement must be made in writing otherwise null and void.

The supplier's terms and conditions shall not apply to this agreement and to this agreement shall apply only the Miele's terms and conditions.

This Agreement shall be subject to the laws of the Federal Republic of Germany.

If deliveries are made to Miele plants outside Germany, the law where the registered office of the Miele plant is located shall apply for the agreement.

The legal venue for any disputes arising from this contract is Gütersloh.

If deliveries are made to Miele plants outside Germany, it is agreed that legal venue shall be the registered office of the respective Miele plant.

There are no oral or written auxiliary agreements to this contract.

If any provision of this agreement is or becomes ineffective or void, this does not affect the validity of other provisions or the validity of the agreement in itself.

Date, place

Signature of supplier

14. Attachments specific to each plant

14.1. Delivery details for the Gütersloh plant

Delivery address: Miele & Cie. KG
Carl-Miele-Straße 29
33332 Gütersloh, Germany

Gate 5 – for HGV deliveries

Opening hours: Monday to Thursday 6.00 a.m. – 7.00 p.m.
Friday 6.00 a.m. – 5.00 p.m.

Railway station of destination: Gütersloh main station

Special requirements for delivery by HGV

Vehicle types: The height-adjustable tailgate ramps are 2000 mm in width, allow a vehicle bed height of 1000 to 1400 mm, and can only be accessed by vehicles at the goods entrance by reversing. Vehicles able to use these facilities should be selected.

Load safety: In accordance with German Road Traffic Regulations STVZO §30, STVO §22, STVO §23, and German Commercial Code HGB/TRG §412, vehicles delivering goods must be roadworthy and suitable for their purpose.

Ordering load handling aids:

The provision of reusable load handling aids is planned and communicated by Miele. In case of a new start of project the supplier will be informed accordingly over the issuing plant about the contact details to contact the relevant person, the ordering and delivery process.

For active series deliveries the known contact persons and procedures apply.

14.2. Delivery details for the Arnsberg plant

Delivery address: imperial-Werke oHG
Miele-Straße 1
59759 Arnsberg, Germany

Delivery of sheet metal via "Unterm Breloh" street

Opening hours: Monday to Thursday 7.00 a.m. – 2.30 p.m.
Friday 7.00 a.m. – 11.30 a.m.

No incoming goods from 9.15 – 9.30 a.m. and 12.30 – 1.00 p.m.

Railway station of destination: Arnsberg/Neheim-Hüsten

Special requirements for delivery by HGV

Vehicle types: Vehicles can only access the ramps at the goods entrance by reversing. The height-adjustable tailgate ramps can be accessed in the standard way by Euro and mega trailers. Vehicles able to use these facilities should be selected.

Load safety: In accordance with German Road Traffic Regulations STVZO §30, STVO §22, STVO §23, and German Commercial Code HGB/TRG §412, vehicles delivering goods must be roadworthy and suitable for their purpose.

Ordering load handling aids:

The provision of reusable load handling aids is planned and communicated by Miele. In case of a new start of project the supplier will be informed accordingly over the issuing plant about the contact details to contact the relevant person, the ordering and delivery process.

For active series deliveries the known contact persons and procedures apply.

14.3. Delivery details for the Bielefeld plant

Delivery address: Miele & Cie. KG
Mielestraße 2
33611 Bielefeld, Germany

Gate 5 – for HGV deliveries

Opening hours: Monday to Thursday 5.45 a.m. – 9.15 p.m.
Friday 5.45 a.m. – 6.15 p.m.

Railway station of destination: Bielefeld main station

Special requirements for delivery by HGV

Vehicle types: The height-adjustable tailgate ramps are 2000 mm in width, allow a vehicle bed height of 1000 to 1400 mm, and can only be accessed by vehicles at the goods entrance by reversing. Vehicles able to use these facilities should be selected.

Load safety: In accordance with German Road Traffic Regulations STVZO §30, STVO §22, STVO §23, and German Commercial Code HGB/TRG §412, vehicles delivering goods must be roadworthy and suitable for their purpose.

Ordering load handling aids:

The provision of reusable load handling aids is planned and communicated by Miele. In case of a new start of project the supplier will be informed accordingly over the issuing plant about the contact details to contact the relevant person, the ordering and delivery process.

For active series deliveries the known contact persons and procedures apply.

14.4. Delivery details for the Braşov plant

Delivery address: Miele Tehnica S.R.L.
Str. Carl Miele 1
507065 Feldioara jud. Braşov, Romania

Only one gate available.

Opening hours: Monday to Friday 6.30 a.m. – 10.00 p.m.

Railway station of destination: Braşov main station

Special requirements for delivery by HGV

Vehicle types: Vehicles can only access the ramps at the goods entrance by reversing. The height-adjustable tailgate ramps have a width of 3300 mm and can be accessed in the standard way by Euro and mega trailers. Vehicles able to use these facilities should be selected.

Load safety: In accordance with German Road Traffic Regulations STVZO §30, STVO §22, STVO §23, and German Commercial Code HGB/TRG §412, vehicles delivering goods must be roadworthy and suitable for their purpose. In addition, compliance with national legislation is obligatory.

Ordering load handling aids:

The provision of reusable load handling aids is planned and communicated by Miele. In case of a new start of project the supplier will be informed accordingly over the issuing plant about the contact details to contact the relevant person, the ordering and delivery process.

For active series deliveries the known contact persons and procedures apply.

14.5. Delivery details for the Bünde plant

Delivery address: imperial-Werke oHG
Miele-Straße 1
32257 Bünde, Germany
Tel.: +49 (0) 5223 481 0

Opening hours: Monday to Thursday 7.00 a.m. – 3.15 p.m.
Friday 7.00 a.m. – 12.15 p.m.

Railway station of destination: No details

Special requirements for delivery by HGV

Vehicle types: The height-adjustable tailgate ramps are 2000 mm in width, allow a vehicle bed height of 1000 to 1400 mm, and can only be accessed by vehicles at the goods entrance by reversing. Vehicles able to use these facilities should be selected.

Load safety: In accordance with German Road Traffic Regulations STVZO §30, STVO §22, STVO §23, and German Commercial Code HGB/TRG §412, vehicles delivering goods must be roadworthy and suitable for their purpose.

Ordering load handling aids:

The provision of reusable load handling aids is planned and communicated by Miele. In case of a new start of project the supplier will be informed accordingly over the issuing plant about the contact details to contact the relevant person, the ordering and delivery process.

For active series deliveries the known contact persons and procedures apply.

14.6. Delivery details for the Bürmoos plant

Delivery address: Miele-Werk Bürmoos G. m. b. H.
Lamprechtshausener Str. 22
5111 Bürmoos, Austria

Opening hours: Monday to Thursday 7.00 a.m. – 4.10 p.m.
Friday 7.00 a.m. – 12.05 p.m.

Railway station of destination: No details

Special requirements for delivery by HGV

Vehicle types: The height-adjustable tailgate ramps are 2000 mm, allow a vehicle bed height of 1000 to 1200 mm, and can only be accessed by vehicles at the goods entrance by reversing. Vehicles able to use these facilities should be selected.

Load safety: In accordance with German Road Traffic Regulations STVZO §30, STVO §22, STVO §23, and German Commercial Code HGB/TRG §412, vehicles delivering goods must be roadworthy and suitable for their purpose.

Ordering load handling aids:

The provision of reusable load handling aids is planned and communicated by Miele. In case of a new start of project the supplier will be informed accordingly over the issuing plant about the contact details to contact the relevant person, the ordering and delivery process.

For active series deliveries the known contact persons and procedures apply.

14.7. Delivery details for the Dong Guan plant

Delivery address: Dongguan Hong Da Electric Products Co. Ltd
No. 9 Mei Nuo Jie
East Industrial Park, Qishi Town
Dongguan City, Guangdong
523500, China
Delivery of individual components: block C incoming goods department
Delivery of raw materials: block B incoming goods department

Opening hours: Monday to Friday 8.30 a.m. – 5.00 p.m. and upon prior arrangement

Special requirements for delivery by HGV

Vehicle types: Vehicles can only access the ramps at the goods entrance by reversing. The incoming goods department in block C can store two 40' ISO freight containers at the same time. Raw materials can be stored in block B in the form of one 40' ISO freight container.

Load safety: In accordance with German Road Traffic Regulations STVZO §30, STVO §22, STVO §23, and German Commercial Code HGB/TRG §412, vehicles delivering goods must be roadworthy and suitable for their purpose. In addition, compliance with national legislation is obligatory.

Ordering load handling aids:

The provision of reusable load handling aids is planned and communicated by Miele. In case of a new start of project the supplier will be informed accordingly over the issuing plant about the contact details to contact the relevant person, the ordering and delivery process.

For active series deliveries the known contact persons and procedures apply.

14.8. Delivery details for the Euskirchen plant

Delivery address: Miele & Cie. KG
Roitzheimer Straße 110
53879 Euskirchen, Germany

Gate 2 – for HGV deliveries

Opening hours: Monday to Thursday 7.00 a.m. – 3.00 p.m.
Friday 7.00 a.m. – 12.00 a.m.

Railway station of destination: Köln Eifeltor trans-shipment station

Special requirements for delivery by HGV

Vehicle types: The height-adjustable tailgate ramps are 2400 mm in width, allow a vehicle bed height of 850 to 1400 mm, and can only be accessed by vehicles at the goods entrance by reversing. Vehicles able to use these facilities should be selected.

Load safety: In accordance with German Road Traffic Regulations STVZO §30, STVO §22, STVO §23, and German Commercial Code HGB/TRG §412, vehicles delivering goods must be roadworthy and suitable for their purpose.

Ordering load handling aids:

The provision of reusable load handling aids is planned and communicated by Miele. In case of a new start of project the supplier will be informed accordingly over the issuing plant about the contact details to contact the relevant person, the ordering and delivery process.

For active series deliveries the known contact persons and procedures apply.

14.9. Delivery details for the Lehrte plant

Delivery address: Miele & Cie. KG
Industriestraße 3
31275 Lehrte, Germany

Please report to the porter on delivery!

Opening hours: Monday to Thursday 6.30 a.m. – 3.30 p.m.
Friday 6.30 a.m. – 12.30 p.m.

Railway station of destination: No deliveries by rail

Special requirements for delivery by HGV

Vehicle types: Vehicles can only access the ramps at the goods entrance by reversing. They can be accessed in the standard way by Euro and mega trailers. Vehicles able to use these facilities should be selected.

Load safety: In accordance with German Road Traffic Regulations STVZO §30, STVO §22, STVO §23, and German Commercial Code HGB/TRG §412, vehicles delivering goods must be roadworthy and suitable for their purpose.

Ordering load handling aids:

The provision of reusable load handling aids is planned and communicated by Miele. In case of a new start of project the supplier will be informed accordingly over the issuing plant about the contact details to contact the relevant person, the ordering and delivery process.

For active series deliveries the known contact persons and procedures apply.

14.10. Delivery details for the Oelde plant

Delivery address: Miele & Cie. KG
Carl-Miele-Platz 1
59302 Oelde, Germany

Gate 2 – for HGV deliveries

Opening hours: Monday to Thursday 6.45 a.m. – 3.00 p.m.
Friday 6.45 a.m. – 1.00 p.m.

Railway station of destination: Hamm main station

Special requirements for delivery by HGV

Vehicle types: Vehicles can only access the ramps at the goods entrance by reversing, and these have a width of 2250 mm. Height-adjustable tailgate ramps 1–3 allow a vehicle bed height of 850 mm to 1400 mm and height-adjustable tailgate ramps 4–14 allow a vehicle bed height of 950 mm to 1500 mm. Vehicles able to use these facilities should be selected.

Load safety: In accordance with German Road Traffic Regulations STVZO §30, STVO §22, STVO §23, and German Commercial Code HGB/TRG §412, vehicles delivering goods must be roadworthy and suitable for their purpose.

Ordering load handling aids:

The provision of reusable load handling aids is planned and communicated by Miele. In case of a new start of project the supplier will be informed accordingly over the issuing plant about the contact details to contact the relevant person, the ordering and delivery process.

For active series deliveries the known contact persons and procedures apply.

14.11. Delivery details for the Uničov plant

Delivery address: Miele technika s.r.o.
Šumperská 1348
783 91 Uničov, Czech Republic

Gate 1 – for HGV deliveries

Opening times: Monday to Friday 6.00 a.m. – 10.00 p.m.

Railway station of destination: No connection

Special requirements for delivery by HGV

Vehicle types: Vehicles can only access the ramps at the goods entrance by reversing. The height-adjustable tailgate ramps can be accessed in the standard way by Euro and mega trailers. Vehicles able to use these facilities should be selected.

Load safety: In accordance with German Road Traffic Regulations STVZO §30, STVO §22, STVO §23, and German Commercial Code HGB/TRG §412, vehicles delivering goods must be roadworthy and suitable for their purpose. In addition, compliance with national legislation is obligatory.

Ordering load handling aids:

The provision of reusable load handling aids is planned and communicated by Miele. In case of a new start of project the supplier will be informed accordingly over the issuing plant about the contact details to contact the relevant person, the ordering and delivery process.

For active series deliveries the known contact persons and procedures apply.

14.12. Delivery details for the Warendorf plant

Delivery address: Miele & Cie. KG
Miele-Straße 1
48231 Warendorf, Germany

Opening hours: Monday to Thursday 7.00 a.m. – 2.00 p.m.
Friday 7.00 a.m. – 12.00 a.m.

Railway station of destination: No details

Special requirements for delivery by HGV

Vehicle types: The height-adjustable tailgate ramps are 2000 mm, allow a vehicle bed height of 1000 to 1400 mm, and can only be accessed by vehicles at the goods entrance by reversing. Vehicles able to use these facilities should be selected.

Load safety: In accordance with German Road Traffic Regulations STVZO §30, STVO §22, STVO §23, and German Commercial Code HGB/TRG §412, vehicles delivering goods must be roadworthy and suitable for their purpose.

Ordering load handling aids:

The provision of reusable load handling aids is planned and communicated by Miele. In case of a new start of project the supplier will be informed accordingly over the issuing plant about the contact details to contact the relevant person, the ordering and delivery process.

For active series deliveries the known contact persons and procedures apply.

14.13. Delivery details for the Ksawerów plant

Delivery address: Miele Technika Sp. z o.o.
Miele 4-6
PL-95-054 Ksawerów

Opening hours: Monday to Friday 8.30 a.m. – 3.30 p.m.

Railway station of destination: No deliveries by train

Special requirements for delivery by HGV

Vehicle types: Vehicles can only access the ramps at the goods entrance by reversing. The height-adjustable tailgate ramps can be accessed in the standard way by Euro and mega trailers. Vehicles able to use these facilities should be selected.

Load: In accordance with Polish safety regulations according to the Polish Traffic Law Act (Polish: *ustawa z dnia 20 czerwca 1997 r. Prawo o ruchu drogowym*) and Polish Transport Law (Polish: *ustawa z dnia 15 listopada 1984 r. Prawo przewozowe*), in particular according to Art. 66 – 67 of the Polish Traffic Law Act, provisions of chapters 1a - 1c of the Polish Traffic Law Act, Art. 43 of the Polish Transport Law and other legal requirements relevant to vintage vehicles, vehicles delivering goods must be roadworthy and suitable for their purpose.

Ordering load handling aids:

The provision of reusable load handling aids is planned and communicated by Miele. In case of a new start of project the supplier will be informed accordingly over the issuing plant about the contact details to contact the relevant person, the ordering and delivery process.

For active series deliveries the known contact persons and procedures apply.