

## Annex 2 of the DRAEXLMAIER Group Terms and Conditions of Purchase DRAEXLMAIER Group Logistics Requirements for Production Material

Revision 3, dated May 1, 2018

### DRAEXLMAIER 公司采购条款附件 2 DRAEXLMAIER 公司生产材料物流要求

2018 年 5 月 1 日第 3 版

#### **List of abbreviations/definitions**

- AIAG Automotive Industry Action Group
- CMR Convention relative au contrat de transport international de marchandises par route, Convention on the Contract for the International Carriage of Goods by Road
- DIN German Industry Norm
- EDI Electronic data interchange
- EU European Union
- IPPC International Plant Protection Convention
- IT Information technology
- JIS Just-In-Sequence
- JIT Just-In-Time
- OEM Original Equipment Manufacturer (Vehicle manufacturer)
- ODETTE Organization for Data Exchange by Teletransmission in Europe
- UIC Union internationale des chemins de fer, International Union of Railways
- VAT ID Value added tax identification number
- VDA German Association of the Automotive Industry
- VMI Vendor (Supplier) Managed Inventory
- e.g. for example

#### **缩略语/定义列表**

- AIAG 汽车工业行动集团
- CMR 国际公路货物运输合同公约  
国际公路货物运输合同公约
- DIN 德国工业标准
- EDI 电子数据交换
- EU 欧盟
- IPPC 国际植物保护公约
- IT 信息技术
- JIS 准时化顺序供应
- JIT 及时制度
- OEM 初始设备厂家（车辆制造商）
- ODETTE 欧洲电信传输数据交换组织
- UIC 国际铁路联盟
- VAT ID 增值税标识号
- VDA 德国汽车工业协会
- VMI 供应商（供货商）管理库存
- e.g. 例如

**Applicable documents**

ISPM 15 / IPPC – Standard	International Standards for Phytosanitary Measures (ISPM 15), International Plant Protection Convention
IATF 16949	
INCOTERMS 2010	International Commercial Terms, published by International Chamber of Commerce, ICC
International and national regulations on the carriage of dangerous goods (current version)	
Applicable for Europe only:	
UIC standard 435	International union of railways pallet pool norm
VDA - Recommendation 4500	Small load carriers (SLC) system
VDA - Recommendation 4902	Transport label (bar code enabled)
VDA - Recommendation 4905	Remote data transmission of delivery Release Schedules
VDA - Recommendation 4912	Remote data transmission of delivery note
VDA - Recommendation 4922	Contract of carriage
DIN 4991	Business forms: Delivery note
VDA 6.1	
QS9000	
CMR	

**Scope as standard and information**

These documents are valid worldwide in their then-applicable version, binding for Supplier and serve to inform Supplier of Buyer's logistics requirements.

**参考文件**

ISPM 15 / IPPC——标准	《国际贸易中木质包装材料管理准则》 (ISPM 15)、 《国际植物保护公约》
IATF 16949 认证	
INCOTERMS 2010	《国际商业术语》，由国际商会 ICC 公布
《国际与国家危险货物运输规定》（当前版本）	
仅在欧洲适用:	
UIC standard 435	铁路托盘共用系统标准国际联盟
VDA - Recommendation 4500	小负载载体 (SLC) 系统
VDA - Recommendation 4902	运输标签 (条形码启用)
VDA - Recommendation 4905	发货通知安排的远程数据传输
VDA - Recommendation 4912	交货通知的远程数据传输
VDA - Recommendation 4922	运输合同
DIN 4991	业务表格 交货通知
VDA 6.1	
QS9000 质量体系认证	
CMR	

**标准与信息范围**

这些文件的届时适用版本在全球有效，对供应商具有约束力且用以将买方的物流需求告知供应商。

## 1. Logistic requirements of Supplier

Any situation that could put specified delivery times, dates, periods or sequences at risk has to be reported to the logistics department of Buyer without undue delay.

Capacities must be planned in the way that the planned quantities of Products can be produced with maximum five working days and in three shifts each day per week.

All communication with Buyer must be carried out in German or English, stating the Buyer material number.

### 1.1 Organization of logistics

Supplier shall

- name fixed logistics contacts and their representatives who are authorized to make decisions and available at all times during business hours.
- name a competent point of contact and ensure his availability for special operations outside of business hours.

### 1.2 Notification of changes of logistic variables

Supplier shall immediately notify Buyer of:

- Each change in the location of the production or dispatching plant, and
- IT system changes which are relevant to logistics; and
- Changes to its operational logistics structure; such changes shall be immediately notified to Buyer's logistics department; and
- Changes to Products which influence the packaging or procurement process. Such changes must be approved in writing by the responsible Buyer's contact prior to the introduction of the change.

## 2. Ordering process and Release Schedule

The entire ordering process shall be carried out preferentially by EDI as far as possible (in particular Release Schedules, delivery notes and credit notes). If EDI is not available, the ordering process shall be conducted via fax or internet. In case of internet an annual service fee to be paid by Supplier might apply.

## 1. 供应商物流需求

任何将指定交货时间、日期、周期或顺序置于风险之中的情况必须及时报告给买方的物流部门，不得延误。

生产量必须以这样的方式进行规划，即计划数量产品可以用最多 5 个工作日产出，每周每日实行三班制。

与买方沟通必须使用德语或英语，标明买方材料号。

### 1.1 物流组织

供应商应

- 在营业时间期间确定有决定权且随时待命的固定物流联系人及其代表的姓名。
- 在营业时间以外确定适当的联络点并确保其可以操作特殊业务。

### 1.2 物流 变量变化通知

供应商应立即通知买方：

- 生产或调度工厂地点的每一变化，以及
- 与物流相关的 IT 系统变化；及
- 其操作性物流结构的变化；此类变化应立即告知买方物流部门；及
- 影响包装或采购流程的产品变化。在变动之前，应由买方负责联系人以书面形式对此类变化作出批准。

## 2. 订购流程 及发货时间表

整个订购流程应尽可能优先地以电子数据交换的形式进行（特别是发货时间表、交货通知和欠款单据）。如果电子数据交换不可用，订购流程应通过传真或互联网进行。如使用互联网，应由供应商支付每年的服务费用。

发货安排应说明出货数量和时间。不应将供应商订单确认发送至买方发货时间表上的订单。

The Release Schedule alone shall define the delivery quantity and time. No Supplier order confirmation shall be sent for orders on Buyer's Release Schedule.

**2.1 Forms of delivery**

The following forms of delivery shall be used by Buyer:

**2.1 交货表格**

买方应采用以下交货表格：

Forms of delivery /交货表格		Standard/ 标准	Special forms /特殊表格		
Release Schedule type/发货时间表类型		Weekly forecast delivery schedule/ 每周预测交货时间表	Daily call-off/ 每日取消	JIS* Just-in-sequence / JIS* Just-in-sequence-准时化 顺序供应/ JIS* 准时化顺序供应	VMI* Supplier Managed Inventory / VMI* VMI* 供应商货存/ VMI*
Specification/ 规格	Visualization of the supply chain* / 供应链可视化*	No/号码	Optional / 可选	Optional / 可选	Yes /是
	Consignment warehouse* / 寄销仓库*	Optional / 可选	Optional / 可选	Optional / 可选	Optional / 可选
	Direct delivery to Buyer production site* / 直接交货至买方生产地点*	Optional / 可选	Optional / 可选	Optional / 可选	Optional / 可选

\* If applicable, process specific individual agreement / 如适用，请推用特定个体协议

The weekly forecast Release Schedule is standard.

If the special forms daily call-off, JIS or VMI are used in addition to the weekly forecast Release Schedule, a process specific individual agreement shall be concluded. These forms apply for Supplier delivering more than one time per week and require Supplier to follow Buyers' business hours and holiday plannings. Message types required to be processed by Supplier will be VDA4915, DELJIT or Internet.

**Forecast Release Schedule**

Release Schedule standard  
Weekly forecast Release Schedule according to VDA 4905, for NAFTA region DELFOR  
Transmission frequency

每周都应制定预测发货时间表，这是一般要求。

如果每日的特殊表格取消，除每周预测发货时间表以外，采用 JIS 或 VMI，停用特殊个体协议。这些表格适用于每周交货一次以上的供应商且要求供应商遵循买方的营业时间和节假日计划。需要由供应商处理的信息类型是 VDA4915、DELJIT（及时交货报文）或是互联网。

**预测发货时间表**

发货时间表标准  
根据 VDA4905 交付每周预测发货时间表，备 NAFTA（北美自由贸易协定）区交货进度报文所用。  
传输频率

1x per week or more according to a change in demand  
 Delivery frequency  
 According to Release Schedule, generally 1x per week  
 Delivery window  
 Delivery day according to weekly forecast Release Schedule  
 Delivery release  
 Arrears and current delivery date

根据要求变化，每周 1 次或以上  
 交货频率  
 根据发货时间表，一般每周 1 次  
 交货窗口  
 交货日视每周预测发货时间表而定  
 发货通知  
 欠款及当前交货日期

The delivery date indicated shall always refer to the date of arrival at Buyer's receiving plant. The date of shipping and notification shall be planned with respect to the delivery date and the process times. Determination and compliance shall be ensured by Supplier. Process times according to Buyer's transport requirements shall apply for carriage forward shipments; for carriage paid shipments, responsibility for the duration of transport shall lie with Supplier.

指定的交货日期应总是参考到达买方收货工厂的日期。装船期限与通知日期应根据交货日期与加工时间来进行规划。供应商应确保检测与合规性。根据买方运输要求而定的加工时间应适用于运费到付装运；就运费免付装运而言，运输时限责任由供应商承担。

If the delivery date indicated is a public holiday in the country/federal state of Buyer's delivery address, the delivery date shall be the last working day before the public holiday.

如果指定的交货日期为买方交货地址所在国家/联邦州的一个公共假日，交货日期应为公共假日前的最后一个工作日。

**2.2 Receiving plant**

**2.2 收货工厂**

Shipments must be labeled with the receiving plant and, if necessary, with the unloading point specified in the Release Schedule. The receiving plant is not necessarily also the production site. Under certain circumstances, Products may, in Buyer's sole discretion, only be collected at the receiving plant and then be transported to the production sites.

装运货物必须贴上收货工厂的标签，如有必要，还应有发货安排表中指定的卸货点。收货工厂不一定是生产现场。在某些情况下，由买方全权处理的产品可能只能在收货工厂接受并运输到生产现场。

Products may also be delivered directly to individual plants after special agreement.

签订特殊协议后，产品也可以直接交货至个体工厂。

**2.3 Delivery addresses / invoice addresses**

**2.3 送货地址/发票地址**

The delivery and invoice addresses have to be taken out of the DRAEXLMAIER Supplier Portal if abbreviated in the Release Schedules as plant numbers.

送货与发票地址必须参考德科斯米尔供应商入口网站，如果该地址在发货时间表中缩写为工厂代码的话。

**2.4 Special shipments**

**2.4 特殊装运**

If Supplier's actions (e.g. late deliveries or delivery of defective Products) present a risk of shutting down assembly lines of Buyer or of Buyer's Customer, special shipments from third party companies to avert such shutdowns

如供应商的行为（如延期交货或交付不合格产品）会有导致买方或买方客户生产流水线停工的风险，则适用第三方公司特殊装运以避免此类停工引起买方对供应商发起赔偿损害要求。此类特殊交货可由

generate claims for damages of Buyer against Supplier. Such special deliveries may be commissioned by Buyer's responsible logistics department to third party companies and are generally notified to Supplier in writing.

Supplier shall, in accordance with IATF 16949, be required to document all additional freight costs for special deliveries. Supplier must also document the causes for all special deliveries and supply this documentation to Buyer at Buyer's request at any time.

### **2.5 Delivery frequency**

Deliveries in addition to the agreed delivery frequency/time slots need to be approved by Buyer's material planner.

### **3. Logistics costs**

Detailed container and transport costs are to be included in the Supplier's Binding Offer as requested by the Buyer in his Request for Quote (RFQ) and broken down according to the specification below.

买方的相关物流负责部门委托给第三方公司，通常以书面形式通知供应商。

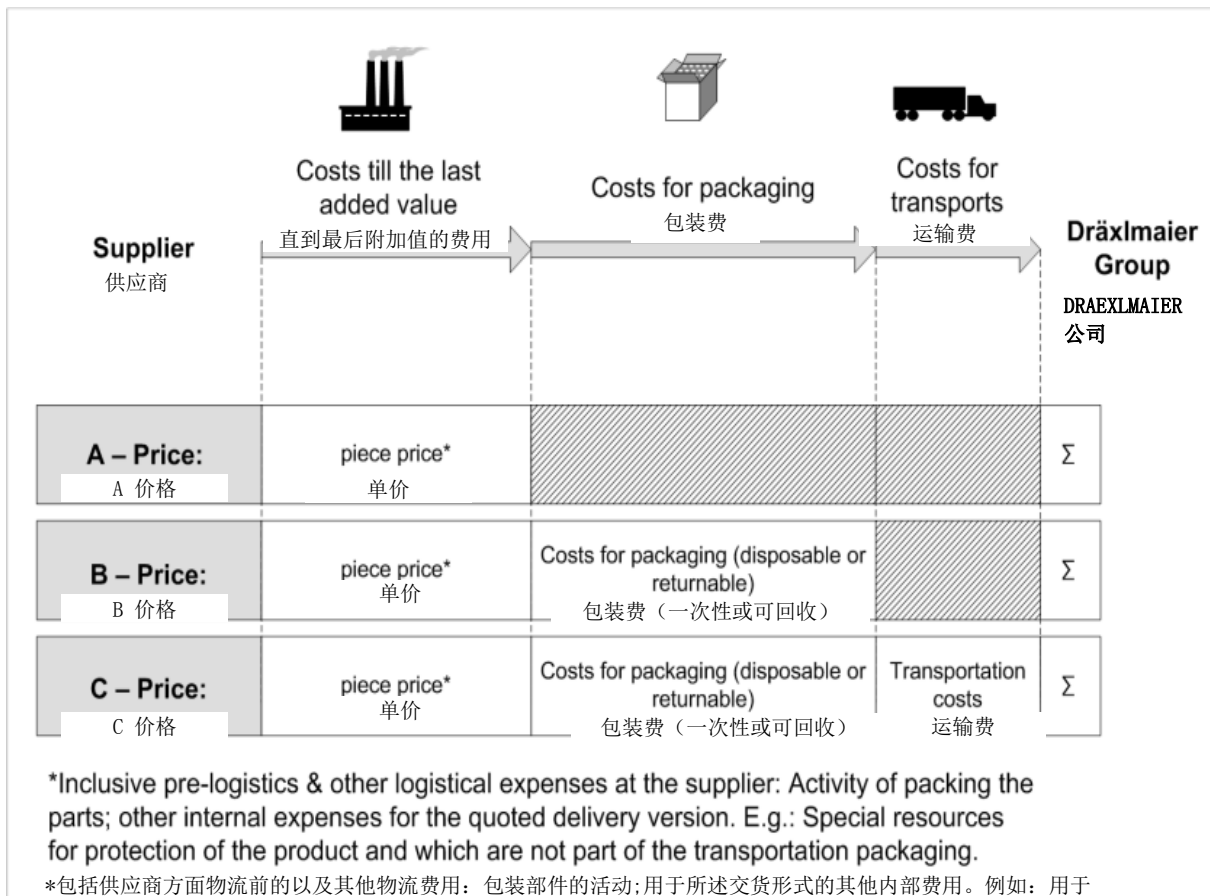
要求供应商根据 IATF 16949 记录所有特殊交货的额外运费。供应商还必须记录所有特殊交货的原因，如买方要求，还要随时将该记录交由买方查阅。

### **2.5 交货频率**

协商过的交货频率/时间段以外的交货需经由买方物料计划员批准。

### **3. 物流成本**

详细的集装箱和运输成本都包括在买方询价单（RFQ）中要求的供应商实盘中且根据以下规格作出了分解细化。



#### 4. Containers

All packaging and containers<sup>1</sup> for delivery to Buyer's plants must meet the requirements given below. Any deviation or discrepancies shall be approved by Buyer via the relevant container planner prior to the shipment. Buyer reserves the right to carry out container changes in agreement with Supplier or for a good cause.

##### 4.1 General

- The container shall prevent damage. Aspects to be taken into account are: the type of Product, the method of transport, quality requirements and legal regulations.
- The delivered Products must be free from any contamination.
- Unnecessary complex containers shall be avoided wherever possible. Filling material

#### 4. 集装箱

所有买方工厂交货的包装和集装箱<sup>1</sup>都必须满足下面的要求。任何偏差或不符都应在装运前由买方通过相关集装箱计划员加以批准。如与供应商协商一致或理由正当，买方有权对集装箱作出改动。

##### 4.1 综述

- 集装箱应防止损坏。需要考虑的方面是：产品类型、运输方法、质量要求和法律法规。
- 交付的产品不得有任何污染。
- 应尽可能地避免使用不必要的复杂集装箱。填充物用量应降至最低。集装箱的选择应以过程为

<sup>1</sup> Packaging = generally disposable packaging, container = generally reusable containers, in the following, "container" refers to both versions./ 包装 = 通常是指一次性包装，集装箱 = 通常是可多次使用的集装箱，在下文中，“集装箱”指的是两种版本。

shall be reduced to a minimum. The choice of container should be process-oriented and shall meet the requirements of an economical and environment-friendly use of resources.

- d) The container should be without identifiable defects which may affect transport and protection functions. The relevant standards/regulations<sup>2</sup> are to be respected.
- e) Containers must not extend beyond the sides of the pallets.<sup>3</sup>
- f) Weights of individual packages must observe health and safety requirements and shall in general not exceed a maximum of 12 kg. In any case, deviations must be indicated on the packaging data sheet.
- g) Access to the container contents must not be possible without leaving visible marks.
- h) It must be possible to completely empty and easily clean reusable containers.
- i) Supplier shall mark containers clearly and visibly with the information required for their proper handling. The fixing of markings (label/tag) shall be ensured with spots of glue-labels or the existing plug-in opening. If necessary, additional symbols for the handling and characteristics of the container shall be attached. A fully labeled surface should be avoided. The empty reusable special container shall only be marked with Buyer's identification label.
- j) Reusable special containers shall be marked with Buyer's identification label as agreed. The preparation of these labels shall be carried out through the relevant Buyer container planner.
- k) Buyer's preferred container can be found at the DRAEXLMAIER Supplier Portal <http://www.draexlmaier.com/supplier-portal.html>.
- l) Empty container requests to meet Buyer's demand shall be discharged by Supplier in a timely manner. Five working days shall be calculated from the receipt of the request until the shipping of the container. Deviations may

导向并且满足经济而环保地使用资源的要求。

- d) 集装箱不得有可能会影响运输和防护功能的可辨缺陷。要遵守相关的标准/法规<sup>2</sup>。
- e) 集装箱不得超过栈板边缘。<sup>3</sup>
- f) 单个包装的重量必须遵守健康与安全要求，最重不得超过 12kg。在任何情况下，包装一览表上必须标明偏差。
- g) 查看集装箱内容物不得留下任何明显痕迹。
- h) 必须能够完全清空并轻松清洁可多次使用的集装箱。
- i) 供应商应将适当操作所需信息清晰而明显地标记在集装箱上。标记（标签/名称）的固定应用少许胶贴或已有插入式开口加以固定。必要时附加额外的集装箱处理和特质标记。避免集装箱表面完全被标签覆盖。空的可多次利用特殊集装箱只能用买方识别标签加以标记。
- j) 可多次利用特殊集装箱应按照合同用买方识别标签加以标记。应由相关买方集装箱计划员准备这些标签。
- k) 买方首选的集装箱可以在德科斯米尔的供应商入口网站上查询 <http://www.draexlmaier.com/supplier-portal.html>。
- l) 要求满足买方要求的空集装箱应由供应商及时卸货。从收到请求到集装箱装运，计为 5 个工作日。偏差可以在单独书面协议中达成协商。

<sup>2</sup> Europool Container = UIC Norm, VDA-KLT = VDA Recommendation 4500, oversea packaging = ISPM 15/IPPC regulation. / 欧洲集装箱 = UIC (国际铁路联盟) 标准, VDA-KLT = VDA Recommendation 4500, 海外包装 = ISPM 15 (《国际贸易中木质包装材料管理准则》) / IPPC 《国际植物保护公约》) 规定。

<sup>3</sup> Exceptions shall be agreed with the relevant container planner of Buyer. / 如有异常，应与相关买方集装箱计划员协商一致。



be agreed on in a separate agreement in writing.

- m) Unless otherwise stated in the Purchase Contract, responsibilities and costs for the return of empty containers shall be as follows:
- If Buyer pays for the delivery of the filled container, return of the empty container is paid by Buyer.
  - If Supplier pays for the delivery of the filled container, return of the empty container shall be paid by Supplier.

The return of empty containers shall be carried out either as a direct swap or through separate supply/collection.

- n) Within the European Union<sup>4</sup>:
- The use of standardized containers like Europool containers (according to the recommendation for use under [www.gpal.de](http://www.gpal.de)), small load carriers according to the then-current version of VDA Recommendation 4500 and cartons suitable for the loading unit and/ or palette is the declared goal.
  - Containers and loading units to be used within Europe must not exceed a height of 1.00 m and must be stackable.<sup>5</sup>
  - For appropriate volumes, deliveries shall be carried out on Euro pallets (UIC standard) with the footprint measurement 1200 x 800 mm.

- o) For Products with destination outside the European Union<sup>6</sup>:
- The IPPC standard for wood packaging shall be observed.
  - For export goods from Europe to Asia and NAFTA palette measurements with the measurements 1120 x 720 x 150 mm (which are preferred by DRAEXLMAIER) shall be used.
  - Containers and loading units to be used outside of Europe must be stackable unless agreed to otherwise by Buyer. In this case, 'not stackable' must be marked on the container.

- p) The use of disposable and reusable containers is dependent on the location of the actual production site and the distance between

- m) 除非采办合同中另有说明，返回空集装箱的责任和成本如下：

- 如果由买方支付满载集装箱的送货费用，则返回空集装箱的费用也由买方承担。
- 如果由供应商支付满载集装箱的送货费用，则返回空集装箱的费用也由供应商承担。

空集装箱的返回应以直接交换或分别供货/收集的形式进行。

- n) 欧盟范围内<sup>4</sup>：

- 根据届时有效版本的 VDA Recommendation 4500 使用标准化集装箱，如 Europool 集装箱（根据 [www.gpal.de](http://www.gpal.de) 规定的推荐使用集装箱）以及装船部件和/或栈板适用纸板箱是公开的目标。
- 欧洲内使用的集装箱和装船部件高度不得超过 1.00 米并必须为可堆叠式。<sup>5</sup>
- 就适当容量而言，应使用封装尺寸为 1200x800mm 的栈板包装（UIC 标准）进行交货。

- o) 对于目的地在欧盟以外的产品<sup>6</sup>：

- 应遵守木包装的 IPPC 标准。
- 从欧洲出口到亚洲以及北美自由贸易区的商品应使用尺寸为 1120x720x150mm（德科斯米尔首选）的栈板包装规格。
- 在欧洲以外使用的集装箱和装载部件必须是可堆叠式的，否则除非买方同意。在此情况下，必须在集装箱上标明“不可堆叠”。

- p) 使用一次性或多次性用的集装箱取决于实际生产现场的地点以及各地点之间的距离。

<sup>4</sup> Supplier within the EU delivers to one of Buyer's plants in the EU. / 欧盟内的供应商交货至买方的一家欧盟工厂。

<sup>5</sup> Deviations are to be agreed with the relevant container planner of Buyer. / 如有偏差，应与相关买方集装箱计划员协商一致。

<sup>6</sup> Supplier delivers to a Buyer's plant located outside the EU. Relevant is the Buyer's production site not the ship-to address. / 供应商交货至位于欧盟范围以外的买方工厂。买方的生产现场与送货地点无关。

locations.

#### **4.2 Pre-series, series containers and packaging data sheet**

- a) Pre-series containers:  
Until the agreed series containers are used (see below), Supplier is solely responsible to provide Buyer with an adequate, safe and proper container solution at his (Supplier's) expense. All container solutions must be agreed to by Buyer in advance of their use.
- b) Series containers:
- Series containers (also emergency packaging and Spare Part packaging) shall be approved by Buyer's container planner on a Product specific basis.
  - The series container shall be planned in such a way that the planned order quantities can be met.
  - Tool costs for special containers shall be provided to Buyer separately.
  - Buyer's approval of a standard container is required. After approval, delivery shall be carried out in the agreed standard container. However, the use of a standard container does not release Supplier from his responsibility to supply Products free of defects and undamaged.
  - Buyer may approve the use of a non-standard container in Buyer's sole discretion, e.g. if there is a good cause. Such a container shall be agreed in a timely manner and shall be documented in the packaging data sheet upon consultation with Buyer's container planner.
  - In addition, the use of deviating containers needs to be approved by Buyer as the case arises. Deviations shall be marked on the delivery note (for example: emergency packaging, different container).
  - If Products are changed (type, shape of components), Supplier must check the approved series containers, and change or replace them as necessary, provided that such change or replacement requires the approval of Buyer's container planner.
- c) Packaging data sheet:
- Upon Buyer's request, the approved standard containers shall additionally be documented in writing in a Buyer packaging data sheet to be signed by Supplier and Buyer's relevant container planner.
  - The packaging data sheet template can be

#### **4.2 小批、批量集装箱以及包装一览表**

- a) 小批集装箱:  
直到使用通过协商的批量集装箱（见下文）为止，供应商仅负责为买方提供一个适当、安全而又合适的自费（供应商承担费用）集装箱解决方案。在使用之前，所有的集装箱解决方案必须由买方同意。
- b) 批量集装箱:
- 批量集装箱（以及紧急包装和备件包装）应在产品特定基础之上由买方的集装箱计划员批准。
  - 批量集装箱应以满足计划订单数量的方式进行规划。
  - 特殊集装箱的工具成本应单独提供给买方。
  - 需要买方对标准集装箱的批准。获批后，应使用协议通过的标准集装箱进行交货。然而，使用标准集装箱并不能使供应商免于提供没有瑕疵和损坏的产品的责任。
  - 买方可以批准使用非标准集装箱并由买方全权处理，例如，如果有正当理由的话。应及时就使用该种类型的集装箱达成共识，一旦咨询过买方的集装箱计划员，也要就此在包装一览表中作出相关记录。
  - 此外，使用偏差集装箱应作为突发情况经由买方批准。应在交货通知上标明偏差（例如：紧急包装、不同集装箱）。
  - 如果产品改变（类型、组件形状），供应商必须检查获批的批量集装箱，并根据需要作出变动或更换，条件是此类变动或更换需要获得买方集装箱计划员的支持。
- c) 包装一览表:
- 一旦买方提出要求，获批的标准集装箱应在买方包装一览表中以书面的形式留下额外记录。该一览表由供应商和买方的相关集装箱计划员签字。
  - 包装一览表模板可以在德科斯米尔的供应商入口网站上查询

found at the DRAEXLMAIER Supplier Portal <http://www.draexlmaier.com/supplier-portal.html>.

<http://www.draexlmaier.com/supplier-portal.html>。

### 4.3 Procurement of reusable containers

### 4.3 可多次使用集装箱的采购

- a) The number of containers (also emergency packaging) shall be agreed on a Product specific basis between Buyer's container planner and Supplier. The rotation days and procurement of containers shall also be determined on a Product specific basis.
- b) Buyer accepts a maximum container rotation of 9 to 24 days. For further container needs (e.g. for batch production), Supplier shall be entirely responsible (maintenance, cleaning, availability, disposal etc.) and shall remain the owner of this number of containers. A possible allocation of expenses to Buyer or Supplier shall be determined according to the guidelines below. Supplier gives its offer on the basis of these guidelines and, as applicable, on the basis of concrete project specifications:

- a) 买方集装箱计划员和供应商应就集装箱的数量（以及紧急包装）在产品特定基础上达成共识。也应在此基础上对集装箱的轮换天数以及采购作出决定。
- b) 买方接受集装箱的最长轮换天数为 9 到 24 天。就更多的集装箱需求（如批量生产）而言，供应商应负全责（维护、清洁、可用、处理等），并保持拥有该数目的集装箱。根据下面的指南，应决定对买方或供应商的可能的费用分配。供应商在该指南以及具体项目规格（如果适用）的基础上进行报盘。

Cost Distribution / 成本分摊	Supplier / 供应商	DRAEXLMAIER Group / 德科斯米尔集团
Supplier (incl. subcontractors) / 供应商（包括转包商）	x working days / x工作日	
Packaging provision at the supplier / 供应商包装条款		1-5 working days / 1-5 个工作日
Agreed safety stock at the supplier / 供应商方同意的安全库存		1-5 working days / 1-5 个工作日
Transports (delivery and empties return transport) / 运输（交货以及空箱返还运输）		2-4 working days / 2-4 个工作日
DRAEXLMAIER Group / 德科斯米尔集团		5-10 working days / 5-10 个工作日
Σ	x working days / x工作日	9-24 working days / 9-24 个工作日

- c) Buyer will not provide any additional containers for reasons causing increased demand of containers, such as Supplier's batch production, material buffers and round trips and Supplier's deliveries to and from his refiners or sub-suppliers and other similar, demand-driving, purposes.<sup>7</sup>

- c) 买方不会为引起集装箱需求量增加的原因提供任何额外的集装箱，例如供应商的批量生产、材料缓冲、往返过程和供应商对精加工方或次级供应商供货及从对方处收货和其他类似的、需求驱动的目的。<sup>7</sup>

<sup>7</sup> Explicit acceptance by the relevant container planning is an exception. As agreed, additional containers may be hired from Supplier. / 有关集装箱规划的明确验收列外。按照合同，可以从供应商处租用额外的集装箱。

#### 4.4 Cleanliness, repairs, loss and scrapping

- a) Buyer's container identification labels must never be removed; however the shipping tags or other possible misleading labels shall be disposed of by Supplier before the next usage. Rough contamination of the containers has to be removed before the next usage. Supplier shall document any non-clean containers and report them to Buyer's responsible container planner.
- b) Buyer's container dispatchers or planners must agree in writing to any repairs conducted on the containers Buyer owns. Repairs and associated expenses shall be paid for by the party which has caused the damage. If no blame can be allocated for the damage, the costs of repairs and associated expenses are divided 50:50 between Buyer and Supplier.
- c) Losses are calculated at 100% of the replacement value. This provision applies to reusable containers which are owned by Buyer, as well as empty containers owned by third parties which cannot be returned to Buyer by Supplier.
- d) Containers owned by Buyer may only be scrapped after written approval by the relevant Buyer's empty container scheduling and container planner.

#### 4.5 Inventory management

- a) Buyer and Supplier shall keep an inventory of all reusable containers.
- b) In general, inventory reconciliation with Supplier shall be carried out on a monthly basis with a monthly report from Buyer. If no inventory activity between Buyer and Supplier's plant takes place for two consecutive months, an inventory report shall be released to Supplier in the third month.
- c) Supplier may object to Buyer's inventory reports within two weeks after their receipt. If no objection is raised within this time period, the inventory listed in Buyer's inventory report is deemed accepted by Supplier. Buyer shall use his inventory reports as a calculation basis for the costs that shall be billed to Supplier for any unreturned balance of the reusable containers.

#### 4.4 清洁、维修、损失 和报废

- a) 买方集装箱识别标签不得移除；然而货运标签或其它可能产生误导性的标签应在下次使用前由供应商处理掉。下次使用前应对集装箱的污染进行清除。供应商买方应记录所有免洗型集装箱并报告给买方的集装箱计划员负责人。
- b) 买方的集装箱调度员或计划员必须以书面形式同意对买方所有的集装箱进行维修。维修以及相关费用应由造成损坏的一方支付。如果不能就损坏作出分责，维修成本以及相关费用由买方和供应商 50：50 分摊。
- c) 损失以重置成本的 100%进行计算。该条款适用于买方所有的可多次使用集装箱以及第三方所有不可由供应商返还给买方的空集装箱。
- d) 买方所有的集装箱仅在获得相关买方空集装箱调度以及集装箱计划员的书面批准后可以报废。

#### 4.5 存货管理

- a) 买方和供应商应保持所有可多次使用集装箱的存货。
- b) 一般来讲，供应商存货调节应在每月的基础上按照买方的月度报告执行。连续两个月内，如果买方与供应商工厂之间没有发生存货活动，第三个月应向供应商交付一份库存报告。
- c) 在收到报告后的两周内，供应商可以对买方的存货报告提出异议。如果在该时间段内没有提出反对意见，则买方存货报告中所列的存货被视为由供应商接受。如有任何未退回可多次使用集装箱的余量，买方应将其存货报告视为由供应商支付费用的计算基础。

- d) Both parties shall make an annual container inventory dated December 31<sup>st</sup> of each year. Supplier shall communicate the inventory status to Buyer as part of the reconciliation.
- e) Only under certain conditions Europool packaging (lattice boxes and euro palettes) can be excluded from account management – the applicable conditions for Europool inventory management can be seen at the DRAEXLMAIER Supplier Portal <http://www.draexlmaier.com/supplier-portal.html>.

#### 4.6 Container surplus

- a) Should the Purchase Contract, a project or particular deliveries be discontinued, Supplier must report any overlapping containers belonging to Buyer in writing to Buyer's responsible empty container dispatcher and container planner. Buyer shall be entitled to take over all overlapping containers allocated to the respective Purchase Contract, project or delivery at no charge.
- b) Furthermore, Buyer shall be entitled to claim back the surplus of empty containers (e.g. container stock level exceeds agreed level) belonging to Buyer from Supplier at no charge.
- c) If no inventory amount is agreed, any ongoing negative inventory<sup>8</sup> in Buyer's account shall indicate a container backlog. If Supplier is unable to balance such container backlog through suitable return deliveries or acquisitions for Buyer, the backlog shall be considered as loss, to be calculated at 100% of the replacement value, which may be invoiced from Buyer to Supplier.<sup>9</sup>

#### 4.7 Delivery notes and EDI for containers

- a) The following information must always be present on the delivery note:
- Buyer container identification number (e.g. 59991-xxxx)
  - Container/loading units designation
  - Number of containers
- b) In order to facilitate container bookings, EDI transmissions are possible. This data shall

d) 双方每年都应撰写日期到 12 月 31 日的年度集装箱存货记录。供应商应就存货情况与买方进行沟通，以此作为对账的一部分。

e) 只有在特定情况下，Europool 包装（格箱以及栈板）可以从账户管理中排除——Europool 存货管理使用条件请参阅德科斯米尔供应商入口网站 <http://www.draexlmaier.com/supplier-portal.html>。

#### 4.6 集装箱 盈余

- a) 如果采办合同、一个项目或特定交货中断，供应商必须将属于买方的搭接集装箱以书面形式报告给买方的空集装箱调度员和集装箱计划员负责人。买方有权接管所有免费分配给相应采办合同、项目或交货的搭接集装箱。
- b) 此外，买方有权收回从供应商处免费获得归买方所有的剩余空集装箱（例如存货水平超过已同意水平）。
- c) 如果没有就存货数量达成协议，任何由买方负责的持续负库存<sup>8</sup> 应注明集装箱积压。如果供应商无法通过适当的买方退货交货或收购平衡此类集装箱积压，那么积压应被视为是损失，以重置价值的 100% 进行计算由买方向供应商开具发票。<sup>9</sup>

#### 4.7 集装箱交货通知 以及EDI

- a) 交货通知上必须总是呈有以下信息：
- 买方集装箱识别代码（例 59991-xxxx）
  - 集装箱/装载部件外形尺寸
  - 集装箱号
- b) 为使集装箱预订更加方便，可以使用 EDI 传输。该数据应自动传输到买方的集装箱控制系

<sup>8</sup> Supplier's liability towards Buyer / 供应商对买方应负责任

<sup>9</sup> Sale/ rental / 销售/租赁

then be transferred automatically into Buyer's container control system. EDI set-up details are available at the DRAEXLMAIER Supplier Portal <http://www.draexlmaier.com/supplier-portal.html>.

#### **4.8 Additional packaging requirements NAFTA (valid for Buyer receiving region NAFTA only)**

All Supplier owned containers require two hot stamps or ID plates. These hot stamps/ID plates are to be applied to two adjacent sides of the container and must be visible when palletized. The hot stamps/plates must include the following:

- Supplier name; and
- Return to location

All containers must be identified for tracking purposes on two sides with a 3-digit container code. It is the responsibility of Supplier to print and place Buyer's packaging tracking label on the containers (the label format will be provided by Buyer's logistics department). Buyer's packaging tracking label should remain on the packaging for the life of the program. If the label is damaged or no longer adheres to the container, Supplier must replace the label.

Pallets must follow these general requirements:

- Pallet must be 48x45 (in), 32x30x5 (in) or 1200x800 (mm)
- Pallet must be four way entry
- Block pallets are not permitted, only pallets with stringers

HSC (*half slotted container*) and RSC (*regular slotted container*) are strongly recommended styles of cartons.

Board construction must be at least 44 ECT (Edge Crush Test) and 275 burst strength. All cartons must be recyclable.

The standard returnable pallet sizes must be AIAG 48x45 or 1200 mm by 800 mm (Euro pallets) unless otherwise approved by Buyer.

The gross weight of any palletized unit must not exceed 726.4 kgs (1600 lbs.) unless otherwise accepted by Buyer's Logistics.

统中。EDI 设置细节请参阅德科斯米尔供应商入口网站 <http://www.draexlmaier.com/supplier-portal.html>。

#### **4.8 NAFTA额外包装要求（仅对买方收货区域为NAFTA有效）**

所有由供应商拥有的集装箱需要有两枚火印或 ID 铭牌。该火印/铭牌应用于集装箱相邻的两面之上，当使用栈板时必须明显可见。火印/铭牌必须包含以下信息：

- 供应商姓名；以及
- 返回地点

所有集装箱的两面必须有 3 位数集装箱代码以凭追踪目的进行识别。供应商负责打印并将买方包装追踪唛置于集装箱之上（由买方物流部门通唛头格式）。计划期间，买方包装追踪唛必须保留在包装上。如果唛头损坏或不再附于集装箱之上，供应商必须更换唛头。

栈板必须遵循以下的一般要求：

- 栈板必须为 48x45（英寸）、32x30x5（英寸）或 1200x800（mm）
- 栈板必须为四向进叉式
- 不允许使用方堆式栈板，仅能使用带有纵条的栈板

HSC（半开缝集装箱）以及 RSC（标准开缝集装箱）是强烈推荐的纸板箱类型。

板材构建必须至少为 44ECT（边压强度），爆裂强度至少为 275。所有纸板箱必须是可回收的。

标准可回收栈板尺寸必须为 AIAG（美国汽车工业行动集团）48x45mm 或 1200mmx800mm（栈板包装），否则除非经由买方同意。

任何栈板部件的总重量不得超过 726.4kg（1600 磅），否则除非由买方物流接受。

## 5. Products labeling

### 5.1 Products labels

The data given on the transport labels has to coincide with the contents in the containers and the packed Products and has to be clear. The transport label must not stick out and has to be readable directly. Any outdated marking has to be removed.

Supplier shall ensure that all containers are identified with a Products label according to VDA recommendation or ODETTE standard transport label, for Buyer receiving region NAFTA AIAG specification.

Detailed label requirements are available at the DRAEXLMAIER Supplier Portal <http://www.draexlmaier.com/supplier-portal.html>.

### 5.2 Minimum durability

If Product is perishable, the best before date shall be given on each container. Perishable Products must be clearly identified as such in Supplier's offer, stating durability time.

### 5.3 Dangerous Products

For dangerous Products, the containers shall be labeled according to international and national legal regulations by Supplier.

### 5.4 Temperature sensitive Products

For temperature sensitive Products, a thermo-logger or thermo-label must be attached to the containers by Supplier for temperature monitoring and documentation, taking into account the nature of the Product.

### 5.5 Labeling of leather skins

For leather skins the Buyer's "Specification for Labeling Leather Skins" shall apply in its current version. The current version can be found on the Buyer's Supplier portal <http://www.draexlmaier.com/supplier-portal.html>.

## 6. Transport

The following provisions apply to the means of transport 'road', 'rail', 'air', 'sea' and 'multi-modal transport combinations'.

## 5. 产品标签

### 5.1 产品标签

运输标签上的数据必须与集装箱内容物以及包装产品一致，并且必须清楚。运输标签不得凸出，直接可读。任何过时的标记都必须移除。

就买方收货地区 NAFTA AIAG 规格，供应商应确保所有集装箱根据 VDA recommendation 或 ODETTE(欧洲电信传输数据交换组织)标准运输标签附加产品标签予以识别。

标签要求细节请参阅德科斯米尔供应商入口网站 <http://www.draexlmaier.com/supplier-portal.html>。

### 5.2 最小耐久性

如果产品易腐烂，每一个集装箱上都应有最佳使用日期。供应商报盘中必须清楚标明易腐产品并注明耐久性时间。

### 5.3 危险产品

对于危险产品而言，供应商必须根据国际与国家法律法规在集装箱上加附标签。

### 5.4 温敏产品

对于温敏产品而言，供应商必须在集装箱上附加加热记录仪或热标签以监测和记录温度，同时也要考虑到产品的性质。

### 5.5 皮革贴标

买方“皮革贴标规格”的当前版本适用于皮革产品。当前版本可以在买方的供应商入口网站上查询 <http://www.draexlmaier.com/supplier-portal.html>。

## 6. 运输

下列规定适用于“公路”、“铁路”、“空运”、“海运”以及“多式联运组合”等运输方式。

When Supplier is shipping multiple shipments on the same day to the same physical location but the Products are for different Buyer's ordering plant numbers:

- Freight must be skidded separately according to the ordering plant number.
- Separate packing slips must be generated according to ordering plant numbers.

Freight must be shipped under one transport order / bill of lading.

### **6.1 Supply conditions/ trade terms/ INCOTERMS 2010 terms**

A single INCOTERM 2010 term shall always be agreed for the total scope of supply of Supplier.

### **6.2 ASN (advance shipping notice) requirements**

Supplier must be capable of transmitting an ASN for all series deliveries within 15 minutes after the truck, or, as applicable, other means of transport, has left the origin. The ASN must be transmitted digitally to Buyer prior to the receipt of the delivery. Specifications of ASN formatting will be communicated to Supplier via Buyer's logistics department.

If Supplier is not able to transmit ASNs, Buyer reserves the right to request Supplier to provide ASN via a third party.

### **6.3 Transportation requirements (valid for Buyer region Europe and Asia only)**

In the case of agreed delivery terms for a carriage forward shipment, Supplier receives a routing order/ shipping instruction.

Accompanying documents:

All documents (delivery papers), with the exception of the contract of carriage and the dangerous goods documents, shall be attached to the outside of the container in a delivery note pocket by Supplier, so that they are clearly visible.

- a) Contract of carriage/ consignment note  
No special contract of carriage/ consignment note is required for transport within Germany, if the number of containers and container weight is included in the delivery note or accompanying document. For all other

当供应商在同一天之内将多批货物船运到同一物理位置，但运输的是不同买方订购工厂代码产品时：

- 根据订购工厂代码，货物必须单独加以垫木运输。
- 根据订购工厂代码，必须生成单独的装箱单。

必须根据换取提柜单/提货单运输货物。

### **6.1 供应条件/贸易条件/INCOTERMS（国际贸易术语）2010 术语**

供应商供货总范围应总是使用单一的 INCOTERM 2010 术语。

### **6.2 ASN（提前装船通知）要求**

供应商必须能够在卡车运输或使用的其它运输方式离开远点后的 15 分钟内传输所有批量交货的 ASN。ASN 必须在收货之前以数字形式传输给买方。ASN 格式规范将通过买方物流部门传给供应商。

如果供应商不能传输 ASN，买方有权要求供应商通过第三方提供 ASN。

### **6.3 运输要求（仅对买方欧洲和亚洲区域有效）**

在运费到付装运已有协商确定的交货期限情况下，供应商会收到指定路线订单/装运指示。

附属单证：

除了运输合同以及危险物品记录的所有文件（交付文件）都应由供应商装于交货通知袋里附于集装箱外表之上。

- a) 运输合同/托运单  
如果集装箱的数量和重量包括在交货通知或附属单证之内，则德国境内的运输不需要特别开具运输合同/托运单。对于所有其它运输，根据相关法律法规，应分别使用 CMR 托运单或适当的装运单据。



transport, a CMR consignment note or an appropriate shipping document, respectively, shall be used according to the relevant legal regulations.

b) Delivery note or accompanying document  
For every shipment without an EDI delivery note, a paper delivery note is required in accordance with DIN 4991 with the following minimum information:

- Header level: Sender, recipient, point of supply (ordering plant number), delivery note number, if necessary EDI delivery note number, date of delivery note, VAT ID, item level, Buyer material number, Supplier Product number, Product description, amount, unit quantity, revision and construction status, batch number, if necessary expiry date, container volume, number of containers. If reusable containers are used, Buyer's container designation, Buyer's container number and quantity of containers are additionally necessary.

For every shipment with an EDI delivery note, an accompanying note according to VDA recommendation 4912 is to be enclosed. In this case, a paper delivery note is not necessary.

c) Quality documents  
Quality documents must be complete and fulfill the following criteria:

- industry standards (current version) (example: initial sample test report)
- specific Buyer requirements
- if necessary signed agreements

d) Dangerous Products  
If the Products include dangerous goods, the relevant dangerous goods sheets (safety data sheet/ accident instruction sheet) must be enclosed.

#### 6.4 Transportation requirements (valid for Buyer receiving region NAFTA only)

All deliveries made to Buyer are to be in compliance with the set conditions of a "**Transportation Agreement**" concluded between Buyer and Supplier prior to shipping of any Products. The Transportation Agreement is a document in which Buyer instructs Supplier how, when and where to ship. Once the method of shipment and delivery point is determined, Buyer will provide a

b) 交货通知或附属单证

对于没有 EDI 交货通知的每一装运，根据 DIN4991，要求提供一份纸质的交货通知，起

- 信头：寄件人、收件人、供应点（订购工厂代码）、交货通知代码，必要时需要 EDI 交货通知代码、交货通知日期、VAT ID、产品等级、买方材料代码、供应商产品代码、产品描述、数量、单位数量、改版以及施工现状、批号，必要时需要有效期、集装箱容量、集装箱数量。如果使用可重复利用的集装箱，还需要买方集装箱外形尺寸、买方集装箱代码以及集装箱数量。

对于带有 EDI 交货通知的每一装载货物，根据 VDA recommendation 4912，还需要附上一份附属通知。这种情况不需要纸质交货通知。

c) 质量文件

质量文件必须完整并满足以下标准：

- 行业标准（当前版本）（例：初始样品检测报告）
- 具体的买方要求
- 必要时签署协议

d) 危险产品

如果产品包括危险商品，必须附上相关的危险物品单（安全数据表/事故指示表）。

#### 6.4 运输要求（仅对买方收货区域为 NAFTA 有效）

运输任何产品之前，所有给予买方的交货都应按照买方与供应商之间缔结的“**运输协议**”设定条件进行。运输协议是一项文件，买方在其中对供应商如何、何时以及在哪里装船作出指示。一旦确定了装运方式和交货点，买方将提供一份运输协议供供应商签字。运输协议要包括：

Transportation Agreement for signature by Supplier. The transportation agreement will include:

- Applicable delivery term
- Pick-up location and drop off point
- Shipping options (LTL = less than truck load, FTL = full truck load, etc.) according to weight break, gross dimensions and, as applicable, number of units
- Required pick-up / delivery times

Additional provisions can be placed in the Transportation Agreement when found necessary by Buyer. Please note that the pick-up location cannot be changed without a change request submitted to Buyer by Supplier.

The Transportation Agreement must be signed and faxed to Buyer's transportation and customs Department upon acceptance by Supplier. Until the conclusion of the Transportation Agreement between Supplier and Buyer, Supplier must have written approval from Buyer's logistics department prior to shipment of Products.

Buyer reserves the right to adjust Supplier invoices to compensate the difference in delivery charges when Buyer's carrier of choice is not used. If an extra delivery is required, then Supplier must obtain written authorization in the form of a PFA (premium freight authorization). This can be accomplished through coordination of Supplier with Buyer's assigned material planner.

Supplier is prohibited to use a Buyer's shipping account without prior written approval by Buyer's transportation and customs department.

### Accompanying documents

Each shipment to Buyer requires 2 forms of documentation: bill of lading and packing slip

The bill of lading should include the following but be not limited to:

- Description of Products, quantity of Products and load units shipped, weight of shipment, NMFC (National Motor Freight Classification) class

The packing slip should include the following but not be limited to:

- Date of shipment, point of origin (name and address), Supplier number (assigned by

- 适用交货期限
- 提货地点以及卸货地点
- 根据自重破裂、外部尺寸以及，如果适用，件数而定的发货选项（LTL=零担运输，FTL=满担运输，等等。）
- 要求提货/交货时间

如买方认为有必要，可以在运输协议中补充额外条款。请注意，提货地点在没有供应商交予买方的变更请求情况下不得发生变动。

供应商一收到运输协议就要签字并传真发送给买方的运输和海关部门。直到供应商与买方之间缔结了运输协议，装运产品之前，供应商必须获得买方物流部门的书面许可。

当不使用买方承运人选择时，买方有权调整供应商发票以抵消运输费用差额。如果需要额外运输，供应商必须获得 PFA 形式（额外运费授权）的授权书。这可以通过供应商与买方指定的物料计划员进行协调来完成。

没有事先获得买方运输与海关部门的书面许可前，供应商不得使用买方的装运账户。

### 附属单证

每一交予买方的装运都需要 2 种形式的文件：提货单与装箱单

提货单应包括但不限于：

- 产品描述、产品数量以及装运件数、装运重量、NMFC（国家汽车运费分级）级别

装箱单应包括但不限于：

- 装船日期、起始点（名称与地址）、供应商编号（由买方指定）、交货地点（名称与地址）、交货通知代码（连续不重复）、装运净重、装运总重、买方产品代码、供应商产

Buyer), point of delivery (name and address), delivery note number (sequential, non-repeating), net weight of shipment, gross weight of shipment, Buyer's Product number, Supplier Product number (if applicable with Revision Level), Country of origin (per Product number), description of Product, pack count per container, number of containers shipped, quantity of Products shipped (per Product number), lot / batch number (if applicable), special notation if hazardous material is included in shipment

International shipments must also be accompanied by:

- Invoice(s)
- Copy(copies) of the origin certificate(s)

The formatting of Supplier packing slip has to be approved by Buyer's logistics department prior to the first shipment made using said documentation.

### **6.5 Business hours: Products receiving**

The Products receiving times of Buyer's plants are to be taken into consideration. Deliveries necessary outside of office hours in urgent cases have to be coordinated with the responsible Buyer's material planner.

### **6.6 Time slots at Buyer for carriage paid shipments**

Buyer reserves the right, if necessary, to control the delivery of carriage paid shipments with time windows. The time window shall be allocated either by Buyer or through booking by Supplier. If no time window is booked, waiting times for clearance are to be expected.

### **6.7 Clearance times at Supplier for carriage forward shipments**

The Supplier shall meet the following clearance times (unloading/ loading):

For Europe and Asia:

- for Products up to 2.5 load meters maximum 30 minutes.
- for Products above 2.5 load meters maximum 45 minutes.
- for complete loading maximum 120 minutes.

For NAFTA: Supplier shall meet agreed time window.

品代码（如果版本标示适用），还有原产国（每一产品代码）、产品描述、每集装箱包装技术、运输的集装箱数量、运输的产品数量（每产品编码）、批号（如果适用）、如果装运包含有毒物质，特殊符号

国际装运还应附加：

- 发票
- 原产地证书复印件

在第一次使用上述文件的装运之前，供应商装箱单格式应获得买方物流部门批准。

### **6.5 营业时间：产品接收**

应考虑买方工厂的产品接收时间。紧急情况下，办公时间以外的必要交货必须与买方物料计划员相关负责人进行协调。

### **6.6 运费免付装运的买方时间段**

买方有权，如必要，使用时间窗口控制运费免付装运的交付。时间窗口必须由买方或通过供应商预订来进行分配。如果没有预订时间窗口，则要求清理等待时间。

### **6.7 运费代付装运的供应商清理时间**

供应商应满足以下清理时间（卸货/装货）：

欧洲和亚洲：

- 负荷最多为 2.5 米的产品，最多 30 分钟。
- 负荷超过 2.5 米的产品，最多 45 分钟。
- 完全负荷产品，最多 120 分钟。

NAFTA 区域：供应商应满足协商好的时间窗口要求。

## 6.8 Transmission of proof

In exceptional cases and on the request of Buyer, Supplier must provide Buyer with proof of delivery and/ or Buyer transfer document. This proof shall be provided within 24 hours.

## 7. Customs

### 7.1 Europe (valid for Buyer receiving region Europe only)

Buyer's association for customs purposes does independent customs clearance. Delivery is generally made duty unpaid and untaxed at the required point of delivery per applicable Incoterms unless any deviating agreements have been made. Buyer's companies partly do subcontracting with foreign partners not belonging to the European Union which does not permit direct delivery by Supplier with Supplier shipping papers. In exceptional cases, an appropriate shipping document exchange may be carried out, in order to deliver an urgent package directly to the relevant production site. This shall be agreed with Buyer's customs partnership on an individual basis before the shipment begins. Otherwise, these shipments cannot be processed through customs at the receiving point in the foreign country and Products will be returned to Supplier.

#### 7.1.1 Supplier's declarations

Supplier must provide Buyer with Supplier's declaration which meets the current EU customs regulations

- Supplier receives a form 'Supplier's declaration' made available by Buyer. This shall be completed and signed with a legally-binding signature, within 14 days, but at the latest at the start of the first shipment.
- If as an exception Supplier submits the Supplier declaration on his own business paper, the procedure requires prior approval by Buyer.
- Changes in origin shall be conveyed to Buyer in writing immediately.
- On request, Supplier shall provide Buyer with an INF.4 [DVO (EU) 2015/2446 chapter 64] information sheet approved by the customs authorities for the delivered Products.

## 6.8 证明传输

在特殊情况以及买方要求情况下，供应商应向买方提供交货证明以及/或买方中转票据。该证明应在 24 小时以内提供。

## 7. 海关

### 7.1 欧洲（仅对买方收货地区为欧洲有效）

买方的海关协会从事的是独立清关活动。交货一般是根据适用国际贸易术语、在要求的交货点完成的，为关税未付和未完税交付，除非达成了任何偏离协议。买方公司会将部分业务分包给不属于欧盟地区的外国合作伙伴，且不允许在持有供应商装运文件的情况下由供应商直接交货。在特殊情况下，可能会执行一个适当的装运文件交换以将紧急包裹直接运送到相关的生产现场。装运开始前，应在个体基础上与买方的海关合伙人就此达成共识。否则，这些货物不能在国外的收货点通关，且产品会退还给供应商。

#### 7.1.1 供应商声明

供应商必须向买方提供符合当前欧盟海关章程的供应商声明。

- 供应商收到一份“供应商声明”，买方使其有效。这应当在 14 天之内，但最晚在第一次装运开始时就完整填写并签署具有法律约束力的签名。
- 如果供应商在其独立的商业票据基础上提交供应商声明的例外情况发生，该过程需要获得买方的事先批准。
- 产地的变化必须立即以书面形式传达给买方。
- 根据要求，供应商应向买方提供交付产品的获海关批准的 INF.4[DVO (EU) 2015/2446, 第 64 章]信息表。

### 7.1.2 Third country shipments

All Products delivered to the EU which come from third countries not belonging to the EU (with the exception of Switzerland and Norway) must first be electronically reported to the relevant customs authorities before import/ export as part of the ICS/ECS (Import Control System / Export Control System). This aims to guarantee a risk analysis before crossing the border into/ out of the EU and to ensure the continuous international supply chain. Detailed information on this can be found at the DRAEXLMAIER Supplier Portal <http://www.draexlmaier.com/supplier-portal.html>.

### 7.1.3 Safeguarding of the supply chain/ Export restrictions

Supplier shall guarantee the safety of the supply chain as well as observe conditions and legal policy, and deliver the necessary proof through certification or reports if requested by Buyer (e.g. "Safety Declaration for Authorized Economic Operator" or conformity declaration concerning the C-TPAT (US Customs-Trade Partnership Against Terrorism initiative)).

Supplier must inform Buyer of all relevant export restrictions in the country of production and dispatch of Products.

If Supplier is located in the EU, he is obliged to inform Buyer about any responsibility to provide export permits regarding civil and military usable goods (dual-use goods) as well as armaments subject to the European export control and the national implementations of export restrictions and national export control laws. For this, Supplier shall inform Buyer of the applying classification numbers (e.g. ECCN – Export Control Classification Number for US products, "AL-Number" for goods listed in the German Export Control List, and so on) and any applicable license exclusions.

Buyer shall be informed of all materials from the USA which are subject to any import or re-import licenses as part of re-export controls according to the US laws and legislation.

The information given above is to be sent directly to Buyer's customs department in Vilsbiburg.

On Supplier's request, Buyer will provide a

### 7.1.2 第三国装运

来自不属于欧盟地区（除瑞士和挪威）的第三国家向欧盟的产品交付在进口/出口前必须首先向相关海关当局以电子形式进行报告，这是 ICS/ECS（进口控制系统/出口控制系统）的一部分。该举措旨在保证越过边境进入/退出欧盟之前进行过风险分析,并确保连续的国际供应链.详细信息可以在德科斯米尔的供应商入口网站上查询 <http://www.draexlmaier.com/supplier-portal.html>。

### 7.1.3 供应链的安全防护/出口限制

供应商应保证供应链的安全以及遵守条款和法律政策，如买方要求，还要以证明或报告的形式交付必要的证明文件（例如“授权经营者安全声明”或关于 C-TPAT（美国商贸反恐怖联盟）倡议的符合性声明）。

供应商必须通知买方生产国家的所有相关出口限制以及产品调度情况。

如果供应商位于欧盟以内，该供应商有义务通知买方任何关于民用和军用可用商品（两用商品）以及受到欧洲出口管制管理军备的出口许可证提供责任和出口限制的国家的实施、国家出口管制法。就此，供应商应通知买方适用的分类编号（例如 ECCN—美国产品出口控制分类编号、德国出口控制清单所列商品的“AL-编号”等）以及任何适用的许可证除外条款。

根据美国法律法规，作为再出口控制一部分的进口或再进口许可证，其管理的所有来自 USA 的物料都应告买方。

上述提供信息直接发送到菲尔斯比堡的买方海关部门。

如供应商要求,考虑到供应商的便利，买方应提供一份声明/通知文件。

declaration/notification document for Supplier's convenience.

#### **7.1.4 Official documents**

If other official documents on the correct use of the Products being delivered are required for import or export purposes, Supplier has an obligation to immediately obtain or make available these documents for Buyer.

#### **7.1.5 Uncertainties relating to customs issues**

If questions or problems relating to customs should arise, Supplier has an obligation to clarify these, as far as possible, with Buyer's customs department at Buyer's receiving plant before the collection of a delivery.

#### **7.2 Asia (valid for Buyer receiving region Asia only)**

If official documents on the correct use of the Products being delivered are required for import or export purposes, Supplier has an obligation to immediately obtain or make available these documents for Buyer.

#### **7.3 NAFTA (valid for Buyer receiving region NAFTA only)**

Suppliers from United States of America, Canada and Mexico must complete the following customs forms (further named "origin documents") and submit to Buyer's customs and transportation department.

D-1 Manufactures Affidavit

D-2 NAFTA Certificate of origin

Certificates of origin will be provided for Products that do qualify as "originating goods" as per North American Free Trade Agreement (NAFTA) rules of origin.

Manufacturer's Affidavit will be provided for both "originating" and "non-originating" Products and will include the "Traced Value" and highest country content for AALA (American Automotive Labeling Act) for each Product.

Traced Value will be calculated in accordance with NAFTA regulations (see NAFTA official text – Chapter 4 – Rules of origin).

Traced Value must be mentioned in the Manufacturer's Affidavit even if zero; origin documents with no Traced Value mentioned are invalid and Supplier will be requested to provide a new set of documents.

#### **7.1.4 官方文件**

如果出于进口货出口目的，需要关于即将交付产品正确使用方法的官方文件，供应商有义务为买方立即获取这些文件或使该文件随时可用。

#### **7.1.5 有关于海关问题的不确定性**

如果出现与海关有关的问题，供应商有义务在收货之前尽可能与买方收货工厂的海关部门就该问题作出澄清。

#### **7.2 亚洲（仅对买方收货地区为亚洲有效）**

如果出于进口货出口目的，需要关于即将交付产品正确使用方法的官方文件，供应商有义务为买方立即获取这些文件或使该文件随时可用。

#### **7.3 NAFTA(仅对买方收货地区为 NAFTA 有效)**

来自美国、加拿大和墨西哥的供应商必须完成以下海关表格（进一步命名为“原产地文件”）并交至买方海关和运输部门。

D-1 制造业宣誓书

D-2 NAFTA 原产地证书

根据北美自由贸易协定（NAFTA）的原产地规则，需要为获得“原产货物”资格的产品提供原产地证书。

需要为“原产”和“非原产”产品提供制造业宣誓书，该宣誓书要包括每一个产品的“追踪价值”以及 AALA（《美国汽车标签法》）的最高国家成分。

根据 NAFTA 规定（请参阅 NAFTA 正式文本——第 4 章——原产地规则）来计算追踪价值。

制造者宣言中必须提及追踪价值，即使价值为 0；没有追踪价值的原产地文件无效，要求供应商提供一套新文件。

US 供应商也应为以下贸易协定提供原产地文件（原产地证书或制造者宣誓书）：

-多米尼加共和国—中美洲自由贸易协定（DR-CAFTA）

US Suppliers must also provide origin documents (Certificates of Origin or Manufacturer's Affidavit) for the following trade agreements:

- Dominican Republic – Central America – US Free Trade Agreement (DR- CAFTA)
- US – Australia Free Trade Agreement
- US – Chile Free Trade Agreement
- US – Colombia Trade Promotion Agreement
- US – Korea Free Trade Agreement
- US – Peru Trade Promotion Agreements

Certificates of origin will be provided for Products that qualify as "originating goods" according to the specific rules of origin of each trade agreement mentioned above.

Manufacturer's Affidavits will be provided for Products that do not qualify as originating goods as per each trade agreement's rules of origin.

On the contrary to the above paragraph, for North American Free Trade Agreement, the Manufacturer Affidavit will be provided for both "originating" and "non-originating" Products.

Buyer's Product numbers and descriptions are required and must be included in the origin documents.

Please provide the origin documents for a 12 months period (Jan 1 to Dec. 31) and return your documents for the upcoming year no later than the 1st of December of current year.

Buyer must be informed immediately in writing of any changes in origin of Products supplied by Supplier.

Upon request, Supplier must also provide:

- Origin documents for other Trade Agreements that the United States of America, Mexico and Canada are part of
- Informational sheet confirmed by customs authorities for the Products supplied

Suppliers from other countries than United States of America, Mexico or Canada will provide a Manufacturer's Affidavit that includes the country of origin and is valid for a calendar year or each shipment's packing slip.

If additional official import or export documents are required for the legal use of Products delivered, Supplier must obtain these or make them available for Buyer without delay.

- 美国-澳大利亚自由贸易协定
- 美国-智利自由贸易协定
- 美国-哥伦比亚贸易促进协定
- 美国-韩国自由贸易协定
- 美国-秘鲁贸易促进协定

根据上述贸易协定的特定原产地规则，应为获得“原产货物”资格的产品提供原产地证书。

根据每个贸易协定的原产地规则，需要为获得“原产货物”资格的产品提供制造者宣誓书。

与上述段落相反，就北美自由贸易协定而言，“原产”与“非原产”产品都需要提供制造者宣誓书。

需要买方产品编号以及描述，该信息也必须考汉在原产地文件中。

请提供期限为 12 个月（1 月 1 号至 12 月 31 号）的原产地文件并在当年 12 月 1 日前返还您的来年文件。

供应商应立即以书面形式通知买方其供应产品的原产地发生变动情况。

根据要求，供应商还应提供：

- 为美国、墨西哥和加拿大参与的其他贸易协定提供原产地文件
- 就供应的产品而言，海关当局确认过的信息表

来自美国、墨西哥、加拿大以外国家的供应商要提供一份制造者宣誓书，该宣誓书要包括原产国信息，在 1 自然年度内有效，或对每一份装运装箱单有效。

如果出于合法使用交付产品的目的，需要用到额外的官方进出口文件，供应商应为买方获取这些文件并使该文件随时可用，不得延误。

如果“海关”领域发生问题，供应商有义务在装运开始前尽可能地与买方海关部门就此类问题作出澄清。

如果在没有获得买方事先批准的情况下，由第三方执行清关，供应商必须承担因此产生的任何费用。特殊协定可用。

If questions or problems occur in the area of “customs”, Supplier is obligated insofar as possible to clarify these with the customs department of Buyer before the shipment is sent.

If a Third Party without previous approval by Buyer performs a customs clearance, Supplier must bear any costs occurring as a result. Special agreements are possible.

### **8. Emergency strategies**

To safeguard the delivery process, Supplier shall develop general emergency strategies for the following issues and provide them immediately if requested:

- Exchange of information/ data processing
- Shipment processing
- Packaging
- Transport
- Missing parts
- Distribution by sub-suppliers
- Other potential risks (Supplier specific)

### **9. Right to charge costs, additional expenses, futile expenditures**

In cases of damage caused culpably by Supplier for the following logistical violations, costs, internal Buyer additional expenses and additional transport costs are to be paid by Supplier to Buyer, including but not limited to:

- Permanent/repeated backlog
- Deviations from agreed packaging
- Faulty Supplier packaging
- Missing reusable packaging (e.g. if not requested promptly)
- Missing or faulty accompanying documents and/ or EDI
- Faulty pre-packaging
- Multiple deliveries outside agreed delivery frequency
- Violation of transport requirements
- Costs resulting from customs handling
- Violation of loading times over-delivery / advance delivery
- False inventory record keeping of reusable containers and/ or violation of the account settlement agreement
- False or missing labels and/ or tags on the packaging units
- Missing handling advice, e.g. 'fragile', 'keep dry' etc.
- Repairs and scrapping of reusable containers not accepted by Buyer

### **8. 应急决策**

为保护交付过程，如有必要，供应商应就以下问题制定并立即提供一般性应急决策：

- 信息/数据处理变动
- 装运处理
- 包装
- 运输
- 部件遗失
- 次级供应商分销
- 其它潜在风险（对于供应商而言）

### **9. 收取成本、额外费用以及无效支出的权利**

如果供应商违反了以下物流要求，造成损失并应当接受惩处时，成本、内部买方额外费用以及额外运输成本由供应商向买方支付。物流要求包括但不限于：

- 永久/重复积压
- 偏离已同意使用包装
- 错误的供应商包装
- 可重复使用包装丢失（例如，如果没有及时要求）
- 附属单证以及/或 EDI 遗失或出错
- 错误的简易包装
- 已商定交货频率以外的多次交付
- 违反运输要求
- 报关产生的成本
- 违反溢卸/提前交货的装载时间
- 可重复使用集装箱的错误存货记录以及/或违反结算协议
- 包装部件上的标签和/或名称错误或遗失
- 没有处理建议，例如“易碎”、“保持干燥”等。
- 买方不接受的可重复使用集装箱维修与报废
- 买方所有可重复使用集装箱的返还遗失



- Missing returns of reusable containers owned by Buyer

## **10. Supplier management**

### **10.1 Supplier evaluation**

Buyer will carry out a regular Supplier evaluation in the purchasing, quality and logistics areas. If the results are not satisfactory, Supplier must improve its performance and provide Buyer with an action plan detailing the measures to be taken to improve his results.

### **10.2 Supplier development**

Suppliers deemed deficient in a service area shall participate in a Buyer Supplier development program and implement all measures mandated by Buyer to improve their performance.

### **10.3 Sub-supplier management**

Supplier shall be responsible for the entire logistics process, including any sub-suppliers or service providers used. Any communication from Buyer shall be carried out exclusively with Supplier.

## **11. Definitions**

Capitalized terms used herein and defined in the Terms and Conditions shall have the meaning as defined in the Terms and Conditions.

In the event of any conflict between the English version and the translation of this document, the English version shall prevail.

## **10. 供应商管理**

### **10.1 供应商评估**

买方将进行定期的采办、品质以及物流领域供应商评估。如果结果不满意，供应商必须改善其表现并向买方提供一份行动计划，详细说明改善结果所要采取的措施。

### **10.2 供应商发展**

在某一服务领域被认为表现差强人意的供应商应参与买方的供应商发展计划并实施买方制定的所有措施以改善自身表现。

### **10.3 次级供应商管理**

供应商负责整个物流过程，包括次级供应商或使用的服务提供者。来自买方的任何沟通只能与供应商进行。

## **11. 定义**

此处，条款与条件中使用和定义的大写术语意义应于条款与条件中的定义一致。

如果英文版本与该文件的翻译版本之间产生冲突，以英文版本为准。