Logistic Guideline



Version of September 2019

Standards governing delivery of merchandise to all current (as listed below) and future businesses of the MTH Retail Group

- PL Handelsgesellschaft mbH for the Brands LiBRO & PAGRO
- L & P Einkaufsgesellschaft mbH, AT-Guntramsdorf ("L&P")
- PAGRO Direkt für Großkunden GmbH, (im folgenden PAGRO DIREKT)
- MTH Logistik GmbH, AT-Guntramsdorf ("MTH Logistik")
- MÄC GEIZ Handelsgesellschaft mbH, DE-Landsberg ("MÄC GEIZ")
- PFENNIGPFEIFFER Handelsgesellschaft mbH, DE-Landsberg ("PP")
- PAGRO (Germany) Handelsgesellschaft mbH (im folgenden PAGRO DE)
- (together "MTH Retail Group")

1 Preface

The following companies:

- PL Handelsgesellschaft mbH for the brands LiBRO & PAGRO
- L & P Einkaufsgesellschaft mbH, AT-Guntramsdorf (im folgenden "L&P")
- PAGRO Direkt für Großkunden GmbH, (im folgenden "PAGRO DIREKT")
- MTH Logistik GmbH, AT-Guntramsdorf (im folgenden "MTH Logistik)
- MÄC GEIZ Handelsgesellschaft mbH, DE-Landsberg (im folgenden "MÄC GEIZ")
- PFENNIGPFEIFFER Handelsgesellschaft mbH, DE-Landsberg (im folgenden "PP")
- PAGRO (Germany) Handelsgesellschaft mbH, (im folgenden "PAGRO DE")

are businesses operating within the MTH Retail Group. The standards described below are applicable for these companies and shall also be applied to all new businesses established by the MTH Retail Group in Austria and abroad.

This document furnishes the binding guidelines governing the delivery of merchandise to all companies within the MTH Retail Group. The specific requirements of the MTH Retail Group and the GS1 / ECR recommendations found special attention, when these standards were developed.

These guidelines apply supplementary to the current conditions of purchase / General Standard Terms and Conditions of the MTH Retail Group and of the distribution channel or purchasing company putting in the order.

When it comes to a cooperation between a distribution channel of the MTH Retail Group and a supplier, the supplier is obligated to comply with these standards.. Any deviations require a special agreement in writing.

For any questions concerning this Logistics Manual, please contact <u>logistik@mth-retailgroup.com</u> and state the distribution channel concerned.

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2 MTH Retail Group Logistic Sites

2.1 In Austria:

MTH Logistik GmbH (Central Warehouse for LIBRO, PAGRO and L&P) Industriestraße VI 4 A-7052 Müllendorf Logistics contact (Operative Logistics): Mr Ulrich Skasik Tel: +43 (676) 899 13 316 Fax: +43 (0) 2682 66 720-201 E-mail: <u>u.skasik@mth-retailgroup.com</u>

Opening hours of the goods receiving department: Monday to Friday 06:00 to 14:00

Deliveries to MTH Logistics **must** be announced 72 hours in advance, in writing to <u>aviso@mth-retailgroup.com</u>. The notice must state the date of delivery as specified in the order, the number of pallets, the number of articles and the expected delivery time (within a three-hour time window) and must include a scanned version of the delivery note. The binding time window and the confirmation of notice of delivery will be announced during the opening hours.

Please note:

Delivery must be made on EUR or CHEP pallets suitable for machine handling. EUR or CHEP pallets made of timber may carry loads of not more than 1,000 kg (including own weight) in order to be handled by our automated conveyor system.

The maximum height of 1,600 mm including the pallet must not be exceeded. Other preferred heights including pallets are according to our height classes in high-bay warehouses $\leq 1,200$ and $\leq 1,600$

Any exceedance requires a special agreement with the logistics management!

PAGRO Direkt für Großkunden GmbH FN 456342t Wr. Neustadt; ATU 71224668 Wiener Straße 125 A-2700 Wiener Neustadt Logistics Contact: Mr Österreicher, <u>A.Oesterreicher@pagrodirekt.at</u> Tel: +43 (0)2622 64220 Fax: +43 (0)2622 25340 Mobile +43 (0) 676 899 18 106

Opening hours of the goods receiving department: Monday to Thursday 08:00 to 14:00, Friday 08:00 to 12:00.

Deliveries to the PAGRO DIREKT warehouse at Wr. Neustadt must be notified 48 hours in advance, in writing to <u>aviso@pagrodirekt.at</u>, stating the binding delivery date as specified in the order, the number of pallets and the delivery note enclosed. The notice of delivery will then be confirmed by PAGRO DIREKT.

2.2 In Germany:

MÄC GEIZ Handelsgesellschaft mbH HRB 13277, AG Stendal, VAT No.: DE 815211500 Zörbiger Straße 6b DE-06188 Landsberg Logistics Contact: Jan Krohn j.krohn@mth-retailgroup.com Tel.: +49(0)34602 / 438-4434 Fax: +49(0)34602 / 438-501

Opening hours of the goods receiving department: Monday to Friday 06:00 to 17:00 NOTIFICATION

Deliveries to PFENNIGPFEIFFER Landsberg & Sporbitz must be registered at least 72h before the actual arrival.

Warehouse Landsberg – <u>Anlieferung-Idb@mth-retailgroup.com</u>

Warehouse Dresden Sporbitz – <u>warenanlieferung@pfennigpfeiffer.de</u>

The registration must include the day of delivery, the number of pallets, the number of articles and the estimated time of arrival (3-hour time window). Furthermore, a scan of the delivery note has to be attached. During the regular opening hours of the warehouses the binding time window will be announced and the notice confirmed.

Please note:

Pallets:

Only EUR pallets as defined in the EPAL regulation are suitable for storage or CHEP pallets may be used, and loads must not project from the pallets. One-way pallets are not accepted. If merchandise is delivered on non-EUR-sized one-way pallets, we charge a lump-sum disposal and expense fee in line with the market rate. EUR pallets must as a rule be exchanged. Defective EUR pallets will not be exchanged.

Pallet weight:

Pallets must not exceed a total weight of 650 kg.

Loading height:

Depending on case-by-case agreements made in writing, pallets must be supplied at a maximum loading height of 1.05 m (CCG I – incl. 15 cm pallet height) or 1.95 m (CCG II – incl. 15 cm pallet height). The agreement must be complied with. Any deviations must be discussed in writing in advance.

PFENNIGPFEIFFER Handelsgesellschaft mbH

HRB 15070, AG Stendal, USt-Id-Nr.: DE 140460172 Zörbiger Straße 6 b DE-06188 Landsberg Logistics Contact: Jan Krohn j.krohn@mth-retailgroup.com Tel.: +49 (0) 34602438-4434 Fax: +49(0)34602 / 438-501

PFENNIGPFEIFFER Handelsgesellschaft mbH

Sporbitzer Ring 4 01259 Dresden Logistics Contact: Kai Renner Tel.: +49(0) 351-21073922 Fax-Nr.: + 49(0) 351-21073928 E-Mail: Lager-SP@pfennigpfeiffer.de

Opening hours of the goods receiving department: Monday to Friday 07:00 to 17:00

Please note:

- Pallets on delivery have to conform to CCG1 (=105 cm incl. pallet), exceptions as agreed in writing
- Pallets to be exchanged no pallet account exception to Item 9.3.4
- No delivery of mixed pallets exception to Item 10 (written agreement)
 The total weight of a pallet must not exceed 850 kg

3 GENERAL TERMS AND CONDITIONS OF DELIVERY

Except as otherwise agreed with specific vendors (e.g. procurement contract, agreement on terms, annual agreement, etc.), liability shall pass to the MTH Retail Group only upon unloading of the merchandise.

Vendors or carriers are provided with suitable unloading equipment and space to unload their merchandise at the warehouse premises.

Unloading must be done solely from the ramp at the rear of the truck. No unloading from the side or from vans or pickup trucks.

All guidelines referred to in this Manual are based on GS1 and/or ECR standards.

4 LOGISTICS DATA RETRIEVAL

A logistics data retrieval tool was developed to harmonise logistics between the vendor and the MTH Retail Group. The tool shows all relevant data for deliveries of the MTH Retail Group (ordering dates, delivery dates, time windows, minimum ordering quantities, etc.).

If you have not filled in the data request yet, you will be contacted in the near future (logistik@mth-retailgroup.com).

5 DELIVERY DATES AND TIME WINDOWS FOR DELIVERIES

The ordering and delivery dates agreed with the MTH Retail Group are binding. All deliveries must be made on the agreed date (= delivery date of the order, neither before nor after) and during the opening hours of the goods receiving department at the logistics location. Any time windows agreed on are binding without exception, otherwise the acceptance of the merchandise will be refused.

The MTH Retail Group reserves the right to charge vendors for any direct or indirect cost or damages of any kind, which are caused by the failure to observe delivery dates and time windows.

5.1 Central warehouse: merchandise acceptance hours and notice of delivery

Please find all location-specific procedures (e.g. merchandise acceptance hours, guidelines governing notice of delivery, pallet standards, contact addresses, etc.) DIRECTLY from the information given for each logistics location.

6 COMPLETENESS OF DELIVERIES, AVAILABILITY OF MERCHANDISE

The articles must be delivered as ordered, i.e. correct articles in correct quantities as ordered. In order to comply with this requirement, the vendors must make sure that their merchandise is available on an ongoing basis.

No part deliveries are accepted except there is a written exception.

Excess deliveries or deliveries of merchandise other than the ordered are not accepted. Any costs (including but not limited to storage costs, handling costs, disposal costs, etc.) resulting from such excess or unordered deliveries will be charged at cost of the vendor.

7 SHIPPING DOCUMENTS

Each delivery must include a delivery note. A delivery note must be issued for each order number. The MTH Retail Group reserves the right to refuse acceptance if the delivery note fails to show the requisite order number. If several orders/order numbers are issued for any given delivery dates, an equivalent number of delivery notes must accompany them. Delivery notes must be issued per truck, i.e. if one order is shipped in two trucks, the vendor must issue two delivery notes.

Each order/order number must be shipped on a separate pallet. If the quantity of a given order is too much for a single pallet, sufficient pallets must be used to ensure that the maximum pallet dimensions set out below are not exceeded.

When several orders are shipped, sandwich pallets must be used. Delivery of **hazardous materials** (ADR dangerous goods) must include safety data sheets (classification by the manufacturer).

Compliance with the statutory CMR regulation requires a CMR waybill to be included with the shipment. When the law requires further documents (such as accompanying documents for excise duty returns) to accompany the shipment these must be handed over in a suitable form and manner to the MTH Retail Group upon delivery.

The carrier reports to the goods receiving department prior to docking and hands over the requisite papers.

The delivery note to be used is the ECR standard delivery note (see Fig. 1: ECR Delivery Note).

Fig. 1: ECR Delivery Note

					Anschrift (2) (des Lieferanten bzw. Versenders)			
			hein	3 Warenempfünger	i			
0	Lieferad	10000:		Versender bzw.	Lieferant;			
				(7) Rundennummer:		16 Seitein):		
4)Abladest	elle:		Lieferbedingun	gen:	12 Lieferdatus		
				9 Lieferscheinnus	meri	14 Ratumi		
_				10 Bestellnumer:	3	(15) Bestell- datum:		
7								
D	Menge 18	ME (19)	Inhalt/ME	Artikelbezeichnung	EAN der Menge	freies Feld		
-								
-								
						-		
4	freies Te							
						-		
3	Ladenitte	1 (Art us	Mange) ((26) Volumen:	27) Bruttogewicht:			

Company logo 1 (of vendor or sender)		Address 2 (of vendor or sender)
Delivery note	5 Recipient of merchandis	se:
3 Delivery address:	6 Sender or vendor:	
	7 Customer no.:	16 Page(s)
	8 Terms of delivery:	12 Date of delivery
		11 Time

4 Unloading site:						9 Delivery note no.:		14 Date:	14 Date:	
						10 Order no.		15 Date of o	rdering:	
11 Orc	der/delivery	note number code	e:							
Item	Quantity	Unit of quantity	Quan of qua	tity/unit antity	Designation	I		GTIN of the ordered quantity	Space	
17	18	19	20		21			22	23	
24 Spa	ace									
25 Typ	be and quar	tity of storage me	ans:	26 Volu	me:		27 Gr	oss weight:		
					ndise comple	etely taken over: ture		Date:		

No.	Content	No. of digits	M/K*
1	Company logo of vendor or consignor	3x35	М
2	Address of vendor or consignor	4x40	м
3	Delivery address: the place where the merchandise is unloaded	7x35	м
4	Unloading site: exact description of gate or location where the merchandise is to be unloaded at the recipient's	2x35	к
5	Recipient: address of the place where the merchandise is received	4x40	к
6	Address of the vendor, if consignor is listed in Item 1 above	4x40	к
7	Customer no. listed at the vendor or consignor	1x27	к
8	Exact terms of delivery of the vendor or consignor	3x27	к
9	Delivery note no.	1x27	м
10	Order no. of the shipment	1x27	м
11	Order no/delivery note no. in the form of a GTIN 128 code	5x75	к
12	Delivery date: date on which the shipment is to be delivered	1x12	м
13	Expected time of arrival	1x12	к
14	Date on which delivery note was issued	1x12	м
15	Date of ordering	1x12	к
16	No. of pages of the delivery note	1x12	м
17	Ascending position number on the delivery note – up to 25 lines	1x2	м
18	Quantities of ordered GTIN	1x7	м
19	Unit of quantity (e.g. piece, box, carton, can, crate)	1x5	м
20	Content per unit of quantity. For equalised merchandise e.g. 12x150 g, 6 cans, 8 packets. For weight-variable merchandise the pricing weight, e.g. 135.25 kg	1x10	М
21	Detailed article designation **	1x22	М
22	GTIN of the ordered quantity	1x14	М
23	Space for product-related vendor information, e.g. MHD, customer's article no.	1x10	к
24	Space for other infromation such as legally required information (see Item 8)	2x75	к
25	Type of storage means: pallet, CHEP pallet, mobile container, etc. Quantity: exact no. of storage means	4x28	к
26	Volume of shipment including storage means and packaging	1x20	к
27	Gross weight of shipment including storage means and packaging	1x20	к
28	Stamp and signature of person accepting merchandise	3x40	М

Fig. 2: ECR delivery note: description of fields

If this is not possible, the delivery note must have the following information as a minimum:

- vendor's or consignor's address
- exact delivery address (place where the merchandise is to be unloaded)
- order no. used to order the shipment
- delivery date (date on which the shipment is to be delivered)
- article no. used by the distribution channel
- article no. used by the vendor

- ascending position no. on the delivery note/CMR
- EAN/GTIN of the articles
- no. of pallets
- shipping quantity
- unit of quantity (e.g. piece, box, etc.)
- content per unit of quantity (e.g. kg, cans, etc.)
- exact designation of articles
- for AT: ARA licence no.

The sequence of items on the delivery note should correspond to the sequence used in the original order by the MTH Retail Group.

In the event of incomplete or faulty data in the shipping documents that do not meet the requirements specified by law and/or in the certification standards, the MTH Retail Group shall obtain compensation and recover any losses from the vendor.

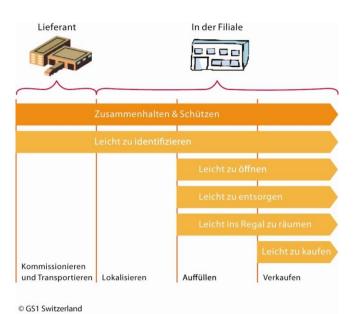
All information given in the shipping documents must accord with the requisite merchandise delivered.

The delivery notes, if attached to the merchandise, must be fixed and easily visible and difficult to detach from the merchandise, in a manner to ensure that the papers do not slip from view.

If the delivery note is not furnished, the MTH Retail Group will refuse acceptance.

8 SHELF READY PACKAGING

We expect our vendors to implement, to the possible extent, the ECR (Efficient Consumer Response) Shelf Ready Packaging (SRP) recommendation. This involves secondary packaging that is optimised so that it can be easily placed on the shelf without the need for unpacking or repacking and complies with the following functional requirements:



 Vendor
 Outlet

 Collate and protect

 Easy identification

 Easy identification

 Easy open

 Easy dispose

 Easy dispose

 Easy shelf

 Commissioning and Localising

 Filling

 Selling

© GS1 Switzerland

Fig. 3: Functional requirements to be met by SRP

We will be pleased to help you with your harmonised implementation of the concept. Please contact logistik@mth-retailgroup.com

9 TRANSPORT PALLETS / LOAD CARRIERS

Except as expressly otherwise agreed, merchandise must be shipped solely on EUR or CHEP pallets of a basic size of 800 x 1,200 mm which can be machine-handled. Black foiling of pallets is accepted only in exceptional situations!

One-way pallets are accepted solely upon written agreement with the head of the respective logistics department. When shipments are made to German locations, they must comply with EPAL guidelines. <u>http://www.epal-pallets.de/de/produkte/tauschkriterien.php</u>

9.1 EUR-Pallets

These pallets need to be 800 x 1200 x 144 mm in size (Austrian Standard ÖNORM A 5300 / EPAL) and have a EUR mark on the right-hand corner block.



Fig. 4: EUR-Pallet

9.2 CHEP-Pallets

Due to their characteristics, displays may be shipped on ¼ Inka, ½ or ¼ CHEP-Pallets but these need to be placed on a EUR-Pallet on delivery.



Fig. 5: Example of a CHEP-Pallet (1/4)

9.3 EUR-Pallets for transportation

9.3.1 Pallet loading weight

For the specificities of logistics locations please check the regulations applicable for these locations.

9.3.2 Excess loading of pallets

Do not load a pallet that it exceeds the size of its base. If the load exceeds the dimensions of the pallet, the MTH Retail Group reserves the right to refuse the merchandise or charge the vendor the cost of rearranging the pallets.

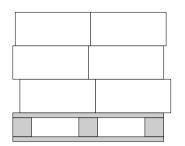


Fig. 6: Unbalanced loading of a pallet

9.3.3 Pallet height

The specificities noted in Item 2 above **always** apply to the respective logistic location.

9.3.4 Exchange of returnable pallets (EURO, CHEP)

Pallets are swapped "pallet for pallet".

To be exchanged, pallets need to be of the commercially available sort and be in proper condition for use and transport. Pallets are defective (and thus cannot be swapped) when they fail to comply with the construction standards and exchange criteria of the European Pallet Pool for flat EUR-pallets as specified in the UIC leaflets 435/2 and 435/4:

- A single upper or lower edge board is damaged, that more than one nail or screw shank is revealed.
- The EUR mark on the right or the railway logo on the left is missing.
- A board is missing.
- A block is missing or split to the point where more than one nail shank is visible.
- A board is broken transversely or diagonally.
- More than two lower or upper edge boards are damaged and reveal more than one nail or screw shank for each board.

Poor overall condition or low-quality elements are also reasons for refusing an exchange. Pallets are no longer considered swappable when boards are worm-eaten or rotten or when large splinters come away from blocks or boards so that the pallet's load-bearing capacity can no longer be guaranteed. Serious contamination, which puts the merchandise at risk of soiling is another reason for refusing a pallet and replace it by another one. Other obvious grounds for a refusal to swap pallets would be low-quality components such as boards and blocks that are too weak and do not meet the criteria of the UIC standards.

The colour of the pallet is not a quality criterion *per se* and thus not a criterion for or against swapping pallets!

CHEP pallets are handled in line with the CHEP rental procedure.

9.4 Displays (sales aids)

Displays may be supplied at a maximum weight of 100 kg, except it is **agreed** otherwise **in writing**. Ideally displays should have a dimension of 400 x 600 mm, 800 x 600 mm or 1200 x 800 mm or be flush with the pallet.

Each display must have its own article number and be marked with its own EAN (except for MÄC GEIZ).

The delivery papers must note the quantity of displays.

Displays must be secured individually and to the EUR-pallet by way of a strap. If a strap is not provided, the MTH logistic location will fit one at the vendor's expense.

Displays should be shipped on ½ CHEP, ¼ CHEP pallets. If delivered on EUR-pallets it must be possible to stack these individually.



Fig. 7: Pallet holding displays

10 HOMOGENEOUS PALLETS

When pallets are used as logistic units, each pallet must carry same-category merchandise to the extent feasible from ordering quantities.

Produkt A	Produkt A
Produkt A	Produkt A

Fig. 8: Pallet loaded with identical products

If quantities ordered of a given article do not fill a full pallet in terms of height and/or weight, the shipment must be made that each layer is of the same category, to be separated by sandwich pallets. Shipment by layers is only possible when the articles at the bottom have sufficient load-carrying capacity to ensure that they will not be damaged.

Produkt C	Produkt C
Produkt C	Produkt C
Pro	dukt B
Pro	dukt B
Pro	dukt B
Produkt A	Produkt A

Fig. 9: Sandwich pallet

If shipment by layers is not possible due to the small quantities ordered, mixed pallets will be accepted, provided that correct acceptance and identification of each product is possible without rearranging the merchandise.

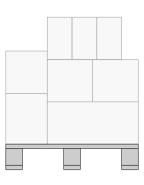


Fig. 10: Mixed pallet

Packing units must always be arranged so that the label of each unit (including best-before date) is visible on the outside of the pallet.

The same rules apply when packages are used as logistic units. To the extent that ordering quantities allow filling packages with the same category of merchandise this must be done.

11 TRANSPORT LOCKS

To provide a safe delivery and minimise the risk of transport damage, all shipments made by the vendor must be packed to be safe for transport and handling in accordance with legal requirements. Transport locking devices must also be used to prevent the merchandise from shifting.

12 MARKING OF MERCHANDISE

All barcodes and marks must be in conformity with the guidelines of GS1 / ECR. All barcodes must comply with the minimum barcode requirements.

Barcode type: EAN8, EAN13 or EAN 128 (EAN 128 not valid for MÄC GEIZ), ITF-14 only at Warehouse Müllendorf

Recommended module width: 0.35 mm (if the product does not allow otherwise, min. module width: 0.25 mm) Max. module width: 0.66 mm



Recommended min. barcode height: 14 mm (if the product does not allow otherwise, min. barcode height: 8 mm) Max. barcode height: 52 mm

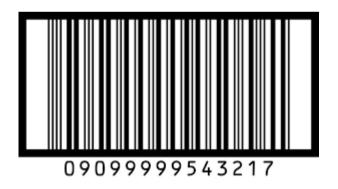
Min. width of quiet zone: depends on barcode type, but min. 10 x module width and min. 3 mm colour of the quiet zone: identical with the gaps in the barcode Min. quality ANSI grade B or EN/ISO 3 Contrast: corresponding to ANSI grade B

Colour: black (matte) on white background



Fig. 11: EAN 13¹

Since September 2019 it is possible to use **Barcode Type ITF-14** in our Warehouse **in Müllendorf.** (photo GS1)



If merchandise is not or incorrectly marked, the MTH Retail Group will charge the costs accrued to it from manual labelling.

12.1 Shipping units (transport labels)

Each homogeneous shipping unit must be provided with a transport label corresponding to the GS1/ECR standard and showing the data as plaintext and barcode.

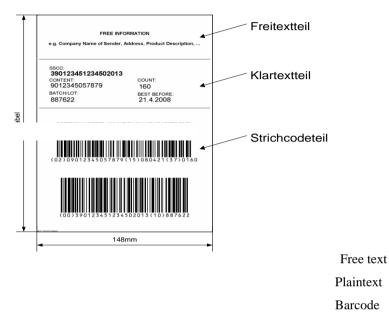


Fig. 12: Structure of a standard transport label

- Use the free text section for the company name or logo.
- Use the plaintext section for the merchandise information required to describe the composition of the transport unit.
- The barcode section shows the information in the form of an EAN128 describing the composition of the transport unit.

Ideally, each pallet is provided with such a transport label on each of its four sides. Labels are mandatory on the two broad sides and one of the long sides of the pallet. Attach the labels at a height of 400-800 mm and 50 mm away from the edge.

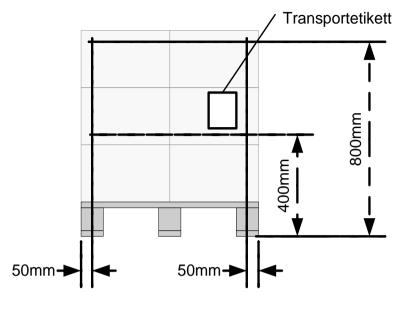


Fig. 13: Position of the transport label

When the merchandise is shipped on sandwich pallets, each layer must be provided with its own transport label.

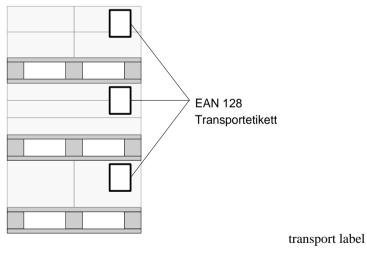


Fig. 14: Location of the transport label on sandwich pallets

The transport label must show the SSCC (application identifier) AI (00) assigned to it, to which information is added to reflect the composition of the pallet.

12.2 Sales units and order units

All articles must show a sales EAN code. Each article delivered in order units needs to have a B-EAN code on the overpack. Articles without a sales EAN or B-EAN code are not accepted but are, upon consultation with the purchase department, either returned to the vendor or labelled at the vendor's cost. The merchandise must be delivered so that it can be clearly identified in the ordered unit.

All order units must be marked with an EAN (package/carton EAN) (exception: MÄC Geiz)

12.2.1 Homogenous shipping units with equalised trading units

When a shipping unit contains a multiple of a standardised and equalised trading unit, an EAN-128 transport label needs to be attached to the pallet.

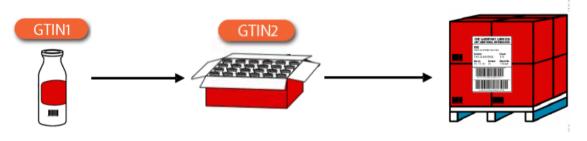


Fig. 15: Homogeneous non-standardised shipping unit ²

The transport label must show the following information:

- SSCC (AI 00)
- EAN / GTIN of the merchandise of the highest packaging hierarchy (A 02) included in the shipping unit
- Best-before date (AI 15) to the extent required by law
- Quantity as pieces of the highest packaging hierarchy (AI 37)
- Batch/lot number (AI 10)

² Source: GS1 Austria; ECR documentation harmonisation GS1 – 128 (EAN – 128)

FREE IN	FORMATION
e.g. Company Name of Sende	r, Address, Product Description, .
sscc: 39012345123450201	2
CONTENT:	COUNT:
9012345057879	160
BATCH/LOT:	BEST BEFORE:
887622	21.4.2008
(02)090123450578	79 (15) 080421 (37) 0160
(02)0901234505787	79 (15) 0804 21 (37) 0160

Fig. 16: Example of a transport label for a homogeneous pallet ³

12.2.2 Homogeneous shipping units with non-equalised trading units

When the shipping unit contains homogeneous, non-equalised trading units, an EAN-128 transport label needs to be attached to the pallet.

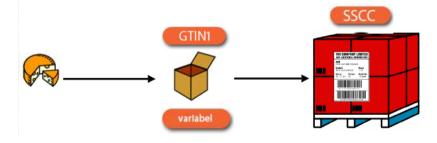


Fig. 17: Homogeneous shipping unit with non-equalised trading units ⁴

³ <u>http://www.gs1austria.at/html/documents/GS1_ECR_128T1_070205_Dbl.pdf</u> [29.04.2008]

⁴ Source: GS1 Austria; ECR – documentation harmonisation GS1 – 128 (EAN – 128)

The transport label must show the following information:

- SSCC (AI 00)
- EAN / GTIN of the merchandise of the highest packaging hierarchy (A 02) included in the shipping unit
- Best-before date (AI 15) to the extent required by law
- Net weight in kilograms (AI 310x)
- Batch/Lot number (AI 10)
- Quantity as pieces of the highest packaging hierarchy (AI 37)

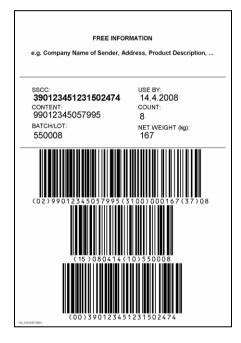


Fig. 18: Transport label for a homogeneous pallet with articles of variable weights ⁵

12.2.3 Heterogeneous shipping units

Heterogeneous shipping units must be marked only by the SSCC AI (00). They are defined as shipping units that contain trading units of different GTIN/EAN, whether they are equalised or non-equalised trading units.

⁵ <u>http://www.gs1austria.at/html/documents/GS1_ECR_128T1_070205_Dbl.pdf</u> [29.04.2008]



Fig. 19: Heterogeneous shipping unit ⁶

FREE INFORMATION e.g. Company Name of Sender, Address, Product Description,
sscc: 490123451234500023
(00) 490123451234500023

Fig. 20: Transport label for a mixed pallet ⁷

For individual examples of creating transport labels please see:

https://ssl27.inode.at/gs1-labelview.at/front.php

⁶ Source: GS1 Austria; ECR – documentation harmonisation GS1 – 128 (EAN – 128)

⁷ http://www.gs1austria.at/html/documents/GS1 ECR 128T1 070205 Dbl.pdf [29.04.2008]

13 MASTER DATA

Master data are the underpinnings of our common business processes. Electronic data interchange (EDI) is unthinkable without the European Article Number system EAN. Orders without matching package contents will create confusion. It is of the greatest importance that everybody assigns the same master data to any given product.

In order to have common grounds, it is necessary to completely fill in the article listing file. The master data furnished in this file must correspond to the data of the articles supplied. The vendor must make sure that the purchasing department/CM/dispatcher gets the required master data in good time.

Article master data may change in the course of a product life cycle. Thus you may change the packaging, adapting the box size and/or content to new requirements. This may also change the EAN.

Please inform us in writing of any and all changes in your article master data.

Such a notification must include the following information:

- Which article is changed (include your and our article number)
- What is changed (EAN, content, Intrastat data, etc.)
- From when on do we order the new article cut-off date

Changes of the master data (change of content, change of price) of unfilled orders lead to a new order. Replacement orders for unfilled orders are not accepted.

This type of information needs to be sent to the purchase department responsible for you not later than two weeks before the change is implemented.

14 STATE OF DELIVERED MERCHANDISE

The vendor must take all measures required to ensure that no faulty merchandise is delivered. If the merchandise delivered to us does not meet the specifications (colour, quality, etc.) agreed with the MTH Retail Group it is deemed to be faulty.

Any damage to the merchandise occurring during transport must be notified immediately by the driver upon its intake by the incoming goods department.

The MTH Retail Group does not accept any damaged or faulty merchandise.

15 COMPLAINTS AND REJECTION OF MERCHANDISE

If the MTH Retail Group rejects merchandise in whole or in part, the following procedure is applied: Within three days of being notified of a defect, the vendor must, without prompting, make a written disposition of the merchandise. If the vendor fails to do so, the merchandise is automatically placed in storage at vendors cost. If the vendor, within three working days of notification of a defect, promises to collect the merchandise within a reasonable period and lets this period elapse, then the merchandise is similarly automatically placed in storage at vendors cost.

If the articles delivered and/or their storage are contrary to the statutory hygiene requirements, the MTH Retail Group reserves the right to properly and promptly dispose of such merchandise at vendors cost.

In the event of a complaint or rejection of merchandise, the vendor shall be liable for any and all consequential damage and administrative costs, including but not limited to filing a notice of complaint, logistics costs, handling charges, cost of disposal, complaints with government authorities, etc.

Complaints regarding shipments are based on the outer box or package, i.e. if one unit in an outer box is missing or faulty then the entire package is rejected as being missing or faulty.

Quality defect upon delivery	Action taken
No notification	No unloading or unloading against special
	charges
Delivery not on the agreed date	No unloading or unloading against special
	charges
No delivery note upon delivery	Truck moved back in the queue
Transport units with mixed best-before dates /	Complaint and rejection
batches / serial numbers, etc. per article	
Missing, inadequate or wrong marking of	Merchandise is rejected or labelled for a charge
merchandise (e.g. EAN)	Option: vendor solves the problem at his own cost
	and as quickly as possible (e.g. adding labels,
	repacking, sorting, rectifying, furnishing missing
	or corrected papers, etc.)
Best-before period shorter than agreed	Merchandise is rejected
Delivery papers missing or not compliant with	Merchandise is rejected
statutory requirements	Option: vendor promptly furnishes corrected
e.g. EC safety data sheets, EC declarations of	delivery papers
conformity	
The temperature range stipulated for the	Merchandise is rejected
merchandise is not complied with	
Faulty merchandise or sales packaging, e.g.	Merchandise is rejected
heavily indented or torn wrapping, leaks, indents	
on cans, missing operating instructions, articles	
that do not meet the agreed specifications, etc.	

Grounds for rejecting merchandise

The vendor is charged to pay the consequential costs of a pest infestation proven to be caused by the vendor
Merchandise is rejected

This list is not exhaustive.

16 ADDITIONAL EXPENDITURE

As noted in Section 3 above, this Logistics Manual is based on the recommendations of GS1 and on the ECR standards. The MTH Retail Group complies with these and expects its vendors to comply to them as well.

The consequence of a failure on the part of the vendor to comply with the MTH-specific guidelines, described in this Logistics Manual or the standards and recommendations of GS1 and ECR is that the vendor indemnifies and holds the MTH Retail Group harmless for any loss or damage caused thereby. The MTH Retail Group reserves the right to charge vendors for any loss or additional expenditure due to non-compliance.

17 PESTS AND PEST CONTROL

The vendor must provide suitable pest control methods. If the merchandise/shipment of a vendor has infested sites of the MTH Retail Group, then such a vendor shall be liable for all consequential damages to the MTH Retail Group or its customers.

18 MISCELLANEOUS

These guidelines apply additionally to the current conditions of purchase / General Terms and Conditions of the MTH Retail Group and the distributing channel or buying group involved.

Changes or additions of these guidelines, including any waiver of the written form, are not valid except when agreed upon in writing.

In the event any provision or part of this Manual is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Manual, will be inoperative. The ineffective provision or gap shall be replaced by a provision, which comes as close as possible to the agreement and intent of the parties.