

# Performance, Loading and Delivery Terms and conditions for Haulage Partners

James Hardie Europe GmbH, Logistics

Rev.: 11.2024

No.	Subject	Description
<b>Task allocation, acceptance and execution</b>		
1)	<b>Placement and acceptance of transport tasks</b>	<ol style="list-style-type: none"> <li>1. Transport tasks are normally sent via Transporeon platform (from Transporeon GmbH). For the use of the tool, the Haulier shall conclude a usage contract with Transporeon GmbH. This contract also includes the timeslot module that is required for the booking of a time slot at the works.</li> <li>2. The Haulier shall guarantee to carry all transport tasks that are either bid for successfully via best-carrier respectively via autonomous procurement or that were allocated in accordance with a separate contractual agreement (no-touch-order).</li> <li>3. Transport tasks confirmed via Transporeon or accepted on the basis of a contractual agreement are binding. The Haulier shall ensure adherence to the prescribed loading times at the works, as well as the delivery times at the consignee's premises, either by his own vehicles or by those of sub-contractors engaged.</li> <li>4. Points of contact for the Haulier during the preparation and execution of transport operations are the James Hardie Europe schedulers in the Düsseldorf logistics department, the dispatch departments in the works/depots and the office staff in the sales office of the receiving country.</li> <li>5. Should the Haulier nevertheless subsequently decline an already accepted transport task, and should James Hardie Europe incur costs that exceed the originally agreed transport tariff due to the short-notice allocation of the task to another haulier, the Haulier shall be charged for the difference.</li> </ol>
2)	<b>Delivery to consignee</b>	<ol style="list-style-type: none"> <li>1. The Haulier undertakes to carry out all accepted transport tasks on time according to the loading and delivery timings specified in the Transporeon transport tasking order. The lead times as well as the running times requested from the Haulier shall be taken into account in this.</li> <li>2. The unloading time given in the transport tasking order is legally binding. If arrival is too early, or outside the working hours of the customer, unloading may only take place if the customer agrees to accept this. Any additional costs incurred by the customer as a result of this will be charged to the Haulier.</li> <li>3. The goods shall be delivered to the consignee on the delivery day laid down in the transport tasking order. If this does not occur and is demonstrably the fault of the Haulier, James Hardie Europe will forward any claims from customers brought against James Hardie Europe, e.g. for loss of production, to the Haulier.</li> <li>4. The Haulier is not liable for the consequences of delayed collection if James Hardie Europe's works/depot is responsible for the delay.</li> <li>5. If the goods that have been loaded reach the point of delivery with external defects that are not recorded on the delivery note / (CMR) bill of freight, or on the picking list of the loading works, then it is presumed that the Haulier is responsible for these defects.</li> <li>6. If a specific time has also been stipulated for the date of unloading, this must be complied with by the Haulier. If a time and telephone notification of delivery is stipulated in the transport tasking order, then this shall be implemented by the Haulier.</li> <li>7. If, for whatever reason (e.g. disruption of traffic, delayed departure/handling at the works), delivery to the customer is delayed, the logistics department in Düsseldorf,</li> </ol>

**GESCHÄFTSFÜHRUNG**

Christian Claus  
Brian Jungwirth  
Jürgen Hartmann

**RECHTLICHE INFORMATIONEN**

Sitz der Gesellschaft: Düsseldorf  
HRB 85357 AG Düsseldorf  
USt-ID DE 813656604

**BANKVERBINDUNG**

Bank of America  
BIC BOFADEFX  
IBAN DE36 5001 0900 0020 2040



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		<p>as well as the sales office that issued the task, are to be informed immediately by e-mail.</p> <p>8. All drivers delivering products to customers must either speak the language of the country where the customer is located or must be able to make themselves understood in English.</p> <p>9. If a consignee is absent, the James Hardie Europe logistics department or sales office must be informed immediately so that further instructions may be obtained.</p> <p>10. If delays that could lead to claims for dead time arise during unloading, the Haulier shall be required to report this immediately to James Hardie Europe by e-mail. Without such immediate notification in writing, any later claims submitted will not be accepted.</p> <p>11. The Haulier is required to obtain confirmation on the delivery note from every customer, after joint checking of the goods, that these have been correctly received. The delivery notes or (CMR) bills of freight must be countersigned by the consignee (recipient); otherwise the driver is not authorised to hand over the goods to the customer. The forename and surname of the recipient must be entered clearly and legibly in capitals. In addition, the company stamp of the consignee is required. When the consignee checks the goods, the Haulier's driver must also check them along with the customer. Verbal reservations/complaints from the consignee about damage to the products and discrepancies in quantities must always be recorded in writing by the consignee on the delivery note.</p> <p>12. Visible damage or discrepancies in quantity (shortages or excess quantities) with regard to the goods that are the subject of a complaint by the customer must be recorded in detail and with reference to the delivery items in question, and the information put down in writing on the delivery note by the driver. The logistics department in Düsseldorf must be informed of this by e-mail within 2 working days at the latest. If the consignee expresses such reservations, the Haulier shall be required to secure all possible evidence. If the consignee does not wish to confirm visible damage or defects in writing on the delivery note, the Haulier's driver must contact the logistics department in Düsseldorf for further instructions. Where there are doubts about the scope of damage and the handing over of the goods, the driver must contact James Hardie Europe's logistics department or sales office by telephone. The Haulier must not provide any legal confirmation or acknowledgement in respect of the consignee's complaints and reservations beyond listing the damage and defects.</p> <p>13. Generally, unloading is carried out by the customers of James Hardie Europe at the construction sites. Unloading is only to be carried out by the Haulier if a crane vehicle was ordered in the transport tasking order, or if unloading by the Haulier was specifically ordered. The Haulier must not accept instructions by the customer to unload or move the goods, as no payment will be made for such work. For unloading at the construction site, the Haulier shall use suitable unloading equipment, in particular exactly the same kind of vehicles, unloading equipment and crane types as specified in the transport tasking order.</p>
3)	Returns	<p>1. The Haulier is only allowed to accept returns from the consignee if this is entered in the remarks section of the original transport tasking order and delivery note, or if there</p>

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		<p>is a separate tasking order sent by e-mail from the logistics department. The returns are to be taken to the prescribed works with the corresponding shipping documentation that clearly shows the dispatcher, type and quantity of materials. A time slot for delivery to the works is to be booked by telephone.</p> <p>2. Care must be taken to ensure that suitable securing methods are used for the transportation of returns. The Haulier is responsible, within the framework of legal requirements, for any damage arising in transit.</p>
<b>Loading and Transport</b>		
4)	<b>Products and dimensions</b>	<ol style="list-style-type: none"> <li>Gypsum fibreboards, cement-bound external wall panels, dry flooring elements, accessories such as bagged materials (e.g. ballast), goods supplied in tubs (e.g. joint filler, adhesives), screws.</li> <li>Board products are placed on non-returnable pallets and are normally wrapped in film. Common dimensions are: 1.5 x 1.0 m; 2.0 x 1.25 m; 2.5 x 1.25 m; 3.0 x 1.25 m. The weight per pallet, dependent upon the product and the dimensions, is between 0.8 and 2.4 tons, the height is approx. 1 m.</li> <li>Sometimes large-size pallets (6 x 2.5 m) are loaded without film wrapping onto squared timber (section 6) Time slot must be observed). Accessories and ballast are loaded onto euro-pallets (for exchange regulations please refer to section 16)).</li> </ol>
5)	<b>Vehicle requests</b>	<ol style="list-style-type: none"> <li>The Haulier undertakes to use tautliners, unless another type of vehicle is specifically requested in the transport tasking order. This is required because loading can only take place from the side. If an open-topped HGV is allocated for the task then the Haulier must use a throw-over tarpaulin.</li> <li>Only vehicles having 20 or more lashing eyes evenly spaced on each side of the vehicle or having drilled securing bars and at least 20 lashing straps to secure the load will be loaded (in this context please refer to the details contained in section 7) Load securing).</li> <li>For tasks involving crane vehicles the crane types specified in the relevant transport tasking order must be provided.</li> <li>The cargo area and the vehicle chassis must be free of the remains of previous loads. The Haulier undertakes to replace any damage that is attributable to incomplete or inadequate cleaning of the vehicle to remove the remains of previous loads.</li> <li>James Hardie Europe is entitled to check the condition of vehicles being used for transport operations and to examine the shipping and accompanying paperwork. James Hardie Europe accepts no responsibility for the condition and the suitability of the vehicles as a result of such inspection.</li> </ol>
6)	<b>Time slot control at the works / tracking</b>	<ol style="list-style-type: none"> <li>Loading at the works shall only take place if the Haulier has reserved a time slot in the yard of the relevant works in advance. Where pallet widths exceed 1.25 m and/or lengths exceed 3.0 m (large size), the Haulier shall also telephone the dispatch office to book a second time slot (immediately following the first).</li> <li>The vehicles are to enter the works a maximum of 2 hours and a minimum of 30 minutes before loading is due to begin, as parking space is limited. Drivers' rest periods, both before and after loading, must be taken on public parking areas. A time</li> </ol>

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Brian Jungwirth  
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		<p>slot is 60 minutes long and is considered to have been missed if the vehicle arrives more than 30 minutes late (e.g. time slot at 13:00 hours, arrival at 13:45 hours)</p> <p>3. As soon as the Haulier becomes aware that a time slot will be missed, the dispatch office must be informed immediately by telephone. If, as a result of the late arrival, there is a waiting period until the next free time slot becomes available (since vehicles arriving on time will be loaded first) any costs arising as a result of this waiting period will be borne by the Haulier. On the other hand, the Haulier is entitled to charge James Hardie Europe for waiting periods where the Haulier's arrival is on time, but the goods are not available. A maximum of € 35 per hour will be accepted from the 3<sup>rd</sup> hour onwards, where this is substantiated, unprompted, with the appropriate documentation (e.g. printout from digital tachograph or docket from the dispatch manager). The same applies to waiting times during unloading.</p> <p>4. Time slots booked by the Haulier that are no longer required (e.g. because several delivery notes are collected during a single slot) must be released immediately.</p> <p>5. When booking the time slot, the following mandatory fields must be completed: vehicle registration number of the tractor unit, driver's name and driver's mobile telephone number. Any changes at short notice must also be updated in Transporeon. Similarly, the numbers of all delivery notes and tours collected in one time slot must be entered. Any costs that arise as a result of incorrect or missing information in the time slots shall be borne by the Haulier.</p> <p>6. Where several part-loads are collected in a single time slot, each additional tour number and delivery note number must also be entered in the remarks field. The driver must know the tour number and the time slot.</p> <p>7. If at the time of booking the time slot, the vehicle registration number and the mobile telephone number of the driver are not yet known, or if the details change, this information must be updated as soon as possible and provided by the Haulier at least 2 hours before the planned loading time according to the time slot. This must be done by 15:00 hours at the latest on the day of collection.</p> <p>8. With an exception for the plant in Seesen, where the driver registers independently on arrival using the registration terminal. On arrival the driver must report to the dispatch office; out of office hours to the fork-lift operator.</p> <p>9. Self-collectors must contact the dispatch office by telephone to book a time slot, otherwise idle periods may result. The same applies to goods deliveries or tasking order not allocated via Transporeon for works-to-works or works-to-depot traffic.</p> <p>10. It is necessary that the freight forwarder uses the Real Time Visibility by Sixfold system offered by Transporeon GmbH. Please contact Transporeon GmbH if you are not using the system. This system is a necessary condition for the cooperation with James Hardie Europe GmbH.</p>
7)	<b>Load securing</b>  Scope of application: James Hardie Europe works Germany	<p>1. The Haulier undertakes to adhere to the regulations for the securing of loads. The load is to be distributed over the loading surface accordingly, paying particular attention to the vehicle-specific axle loads. Drivers must be aware of the specified and actual loading quantities. The drivers are also responsible for ensuring that the weight of load is properly and correctly distributed on the loading surface in accordance with the design specifications of the vehicle.</p>

## GESCHÄFTSFÜHRUNG

Christian Claus  
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		<p>2. The Haulier must only use vehicles that are suitable for the loading and transport of the products and, where specially requested, for building site traffic. In addition, the vehicles must have the required equipment for securing the load.</p> <p>3. This particularly includes at least 20 operational and undamaged lashing straps (incl. 500 kg long-lever ratchets) as well as a corresponding number of edge protectors. Edge protectors, consist of paperboard, will not be accepted. In case of short-handed availability of plastic edge protectors James Hardie Europe will sell the required amount of plastic protectors by an agreement of sale (€ 2,7 per each) to the forwarder. This will be applied quarterly. Return of plastic edge protectors is excluded. The agreement of sale doesn't have an impact on the transport contract. The trailers must be fitted with 20 or more lashing eyes on each side of the trailer or with a drilled securing bar. When large size loads (longer than 3 m and/or wider than 1.25 m) are to be carried, the use of trailers with a drilled securing bar is compulsory. In this context please note the product dimensions information as set out in the relevant transport tasking order.</p> <p>4. Vehicles that do not have the required equipment for the securing of the load or, if applicable, for the unloading of the goods to be transported, or that for other reasons are unsuitable for the delivery of the goods to be transported, must not be used or loaded for shipping. If this is established on arrival at the works, the Haulier must provide a suitable replacement vehicle immediately. Any resultant costs incurred by the customer due to delay that is the Haulier's fault will be charged on to the Haulier.</p> <p>5. Where possible the trailers should conform to DIN EN 12642 XL. If they conform to DIN EN 12642 L then overhead lashing must be used. Securing straps and ratchets must be in perfect condition. Should they be required, securing straps with ratchets may be obtained from the works. Issue will be made against the delivery note and driver's signature. In terms of short-handed straps and ratchets we will sell the required amount of straps per set within an agreement for sale of € 15.00. The agreement of sale doesn't have an impact of the transport contract and is to see as a separate agreement between James Hardie Europe and the forwarder. This will be applied quarterly. Return of securing straps with ratchets is excluded.</p> <p>6. For details of the specific loading regulations for each product please refer to the Dekra certificates. These certificates are based on extensive tests of various loading configurations that were carried out in our works by Dekra. These can be requested if required.</p> <p>7. Where in addition specific materials or securing equipment are demanded, the Haulier undertakes to comply with these instructions.</p> <p>8. The above and additional details for the securing of loads are also shown in the loading and operating instructions in the dispatch office of the James Hardie Europe works/depots. The instructions of the loading staff in relation to the securing of loads must be followed. The Haulier hereby authorises the Principal and the employees of the works/depots utilised by the Principal to prohibit the departure of improperly loaded vehicles of the Haulier or his sub-contractors. The Haulier is liable for any delays that arise for such reasons.</p> <p>9. To avoid damage in transit, special plastic edge protectors or, in exceptional cases, steel edge protectors (from old stocks) are to be used, when the following products</p>

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		are loaded: Dry Flooring Elements, Loft Insulation Elements, Composite and Tapered Edge Joints. These are available at the plants for loading.
8)	<b>Collection from or delivery to the depot</b>	<ol style="list-style-type: none"> <li>1. If the consignee of the goods is an internal depot or works, the Haulier must give notice of his arrival by booking a time slot (if this system is set up) or by telephone and agreeing the exact arrival and delivery times.</li> <li>2. The Haulier must always choose the collection times to achieve the consignee's/customer's delivery deadline. The logistics department must be informed immediately if there are any obstacles on the part of the depot operator.</li> </ol>
9)	<b>Loading / Collection of goods</b>	<ol style="list-style-type: none"> <li>1. When the vehicles are loaded, the Haulier, or the driver acting on his behalf, is required to make a visual check of the information on the bill of freight and of the products for intactness, type and amount, and to point out any visible defects in the goods and to request on-site that the persons carrying out the loading at the works/depot have them remedied. The logistics department in Düsseldorf is to be informed of this.</li> <li>2. If the persons carrying out the loading do not comply with this, the Haulier shall be required to enter his reservations in detail on the delivery note / (CMR) bill of freight (if used for the trip) and have this countersigned by the person carrying out the loading.</li> <li>3. The driver's signature on the delivery note / CMR bill of freight constitutes the Haulier's confirmation that the details on the delivery note match the goods loaded onto the vehicle.</li> <li>4. After delivery documentation has been issued by the dispatch office, a further check must be made that the receiving destination and tour no. match those on the transport tasking order.</li> </ol>
10)	<b>Additional loads / Cross-loading</b>	<ol style="list-style-type: none"> <li>1. Should the Haulier load a partial load from another shipper along with the load accepted from James Hardie Europe, the following must be observed:</li> <li>2. Additional loads must be loaded and secured so that there are no gaps. Third-party goods must not be stacked on top of James Hardie Europe goods. The cargo area set aside for James Hardie Europe must be contiguous on the loading surface. Where there are several part loads, the unloading sequence and the loading layout must be known in advance. First and foremost, loading must be carried out in accordance with the regulations for loading security.</li> <li>3. The delivery timings in the transport tasking order are binding and must not be delayed by other loading and unloading. The goods of competitors Knauf, Rigips, Lafarge and JPM must not be carried as an additional load.</li> <li>4. The transshipment of James Hardie Europe products within Germany is only permitted with the agreement of the dispatch or logistics department.</li> </ol>
11)	<b>Deliveries with silo vehicle</b>	For delivery of goods with special transport units such as silo vehicles in conjunction with individual installation facilities at the works, moving-floor or container vehicles, the works' operating instructions must be followed. The drivers must remain with the vehicle during unloading. Smoking is forbidden throughout the works yard for those making deliveries. In relation to works safety, please refer to section 12).

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12)	<b>Conduct at the works / Works safety</b>	<ol style="list-style-type: none"> <li>In order to avoid delays during the loading process, the driver must remove the tarpaulin and aluminium slats on the driver's side (in the direction of travel on the left) before entering the loading lane. After loading, the securing of the load and the closure of the vehicle must be completed as instructed by the loading staff either at the loading point or on the parking area. Only then will the loading documents be issued to the driver in the dispatch office.</li> <li>Safety is top priority at James Hardie Europe GmbH. To assure your safety and health, you need to have the following equipment before entering our sites: <ul style="list-style-type: none"> <li>fluorescent safety helmet (not yellow or orange coloured)</li> <li>yellow safety vest</li> <li>safety glasses</li> <li>safety shoes</li> </ul> <p>This equipment is mandatory for being at our sites.  <b>Therefore, every visitor is required to wear suitable helmets and vests, whilst at the depot and on company property. Violations will not be tolerated.</b></p> <p>The instructions of the loading staff are to be followed. James Hardie Europe assumes no responsibility for accidents arising from non-compliance with the regulations. All accidents must be reported immediately to the dispatch office (or, if appropriate, to the loading staff).</p> </li> <li>Children are not allowed onto the site.</li> <li>Works vehicles have priority.</li> <li>Smoking is not allowed onto the site.</li> <li>James Hardie Europe is an environmentally friendly company in accordance with ISO 14001. The Haulier is to instruct drivers to use the waste bins provided.</li> <li>Within the confines of the works, vehicles should move no faster than at walking pace.</li> <li>James Hardie Europe expects drivers to behave in a civil manner. James Hardie Europe reserves the right to bar anyone who fails to do so.</li> <li>All drivers should either speak the language of the country in which the works/depot is located, or be able to make themselves understood in English.</li> </ol>
13)	<b>BGV A1 (Regulations issued by German Accident Prevention and Insurance Association)</b>	As a haulage company, the Haulier expressly assures James Hardie Europe that he is in compliance with the requirements of BGV D8 and D29. Particular reference is made to the hoisting gear for equipment in HGVs. HGVs must always be secured to prevent them from moving off accidentally.
14)	<b>Drivers / Sub-contractors</b>	<ol style="list-style-type: none"> <li>The drivers employed must be nationals of a member state of the European Union or of a country belonging to the Agreement on the European Economic Area; be in possession of a valid driving licence for the routes to be covered by the Haulier on behalf of James Hardie Europe; be in possession of a work permit in accordance with article 7b section 1 subsection 1 GüKG (German Commercial Road Traffic Law).</li> <li>The Contractor hereby warrants that it possesses all permits, authorisations and licences necessary for the implementation of this Agreement, that it shall use these only in accordance with the statutory provisions and that it shall only appoint a carrier</li> </ol>

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		<p>that properly uses these permits, authorisations and/or licences. This shall also include for example observation of the cabotage prerequisites under Article 8 of the Regulation (EC) 1072/2009 or, if CEMT approval is used, the prerequisites under Section 7 GüKG/KabotageV [Regulation on International Road Haulage and Cabotage].</p> <p>3. In relation to the Ordering Party and the companies affiliated with the Ordering Party within the meaning of Sections 15 et seqq. AktG [Public Limited Companies Act], the Contractor shall</p> <ol style="list-style-type: none"> <li>comply with the obligations under the Mindestlohngesetz (MiLoG) [Minimum Wage Act], in particular by paying its employees at least the respective legally prescribed minimum wage;</li> <li>also impose upon any and all subcontractors the obligations taken on by it;</li> <li>fully indemnify the Ordering Party and its affiliated companies within the meaning of Sections 15 et seqq. AktG on first request against all claims by third parties, as well as against the essential legal defence costs arising in connection therewith, insofar as these claims ensue from a breach of the statutory obligations under the MiLoG on the part of the Contractor (or a subcontractor directly or indirectly appointed by the Ordering Party). Such claims by third parties shall include claims brought by its own employees, by employees of direct or indirect subcontractors, by rental firms or by public authorities, including penalty charges that have been fixed with final and binding effect under the MiLoG.</li> </ol> <p>4. The Haulier guarantees that where sub-contractors are used, only those shall be used that carry out delivery in accordance with these Performance, Loading and Delivery Terms and Conditions and to provide them with the required information and documentation.</p> <p>5. The Haulier shall only use suitably qualified drivers. Vehicle drivers must be familiar with the handling of the equipment in use.</p> <p>6. Drivers who have been shown to have removed the Principal's products without authorisation shall not be entrusted with any further transport tasks for the Principal. The same applies to drivers who repeatedly infringe the Principal's rules of conduct.</p> <p>7. The Haulier agrees to the carrying out and recording of spot checks at the loading point for which the drivers are required to show the original document of their current work permit. The Haulier must ensure that drivers travel with the necessary documentation and produce it for checking when required by the staff at the loading point.</p> <p>8. The Haulier undertakes to indemnify James Hardie Europe against any claims by third parties or resulting damage (e.g. the imposition of fines) in the event of culpable, i.e. deliberate or negligent, infringement of any of the conditions set out.</p>

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15)	<b>Archiving of delivery notes</b>	Countersigned delivery notes must be kept for a period of 10 complete calendar years and sent to James Hardie Europe on request. The normal commercial duty of care applies to such safekeeping. Should the Haulier be unable to produce a delivery note properly countersigned by the consignee, James Hardie Europe will charge the Haulier for the value of the goods. In the event of termination of business, the delivery notes must be delivered to James Hardie Europe without having to be asked to do so.
16)	<b>Pallets</b>	The majority of James Hardie Europe products are supplied on board-size, returnable pallets that are left with the customer. Some products, such as trade goods (e.g. ballast or accessories) are supplied on euro-pallets. Generally, pallets remain at the customer.
17)	<b>Liability</b>	The Haulier shall safeguard the interests of James Hardie Europe and conduct his business in accordance with due commercial diligence. The Haulier assumes full liability for all activities carried out on behalf of James Hardie Europe in accordance with statutory regulations. The level of liability is limited within the meaning of article 431, section 1 HGB to a maximum of 8.33 SDR per kg. ADSp (German Haulage Standard Terms and Conditions), as amended, applies to shipping within Germany, and CMR (Convention on the Contract for the International Carriage of Goods by Road) applies to international shipping.
18)	<b>Customs</b>	For transports in cross-border traffic, the customs formalities prescribed by James Hardie Europe must be observed and complied with. This also applies to the specified customs clearance points. Customs clearance for Switzerland will be at the expense of James Hardie Europe at Gerlach. For customs clearance to Switzerland, starting from Orejo, the customs station Irun (ES) is to be used. Customs clearance for England will be done by the freight forwarder on behalf of James Hardie Europe (in direct representation).
19)	<b>SVS/RVS (forwarding and cartage insurance) waiver</b>	James Hardie Europe waives the cover required by the SLVS (forwarding, logistics and warehouse insurance policy).
20)	<b>Miscellaneous</b>	<ol style="list-style-type: none"> <li>1. The Haulier shall have available the transport capacity required to carry out individual tasking orders via best-carrier, or contractually agreed routes transmitted via no-touch-order, either from his own resources or from selected sub-contractors.</li> <li>2. Where possible the Haulier shall use vehicles bearing the James Hardie Europe product name. If absolutely necessary the Haulier's vehicles, or those of his sub-contractors, may display the advertising lettering of direct competitors, such as Knauf, Rigips or Lafarge Gips, but the combination of part loads with the products of the said competitors, or joint delivery to the same customer is not permitted.</li> <li>3. Exclusive place of jurisdiction for all disputes arising from and in connection with the transport orders is Düsseldorf.</li> </ol>

**GESCHÄFTSFÜHRUNG**

Christian Claus  
Brian Jungwirth  
Jürgen Hartmann

**RECHTLICHE INFORMATIONEN**

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HRB 85357 AG Düsseldorf  
USt-ID DE 813656604

**BANKVERBINDUNG**

Bank of America  
BIC BOFADEFX  
IBAN DE36 5001 0900 0020 2040



# Performance, Loading and Delivery Terms and conditions for Haulage Partners

James Hardie Europe GmbH, Logistics

Rev.: 11.2024

No.	Subject	Description
21)	<b>Payment</b>	<p>1. Unless contractually agreed otherwise, shipping payment for transport tasks allocated via Transporeon will always be settled twice a month by credit memo within 14 days with a 3 % discount applied or within 45 days net. Therefore James Hardie Europe requests the Haulier, for his benefit, not to submit his own parallel invoices for these tours. Shipping payment includes all transport costs, in particular HGV tolls, supplement, postage/paperwork, processing charges, advice notes and other incidental costs. Customs duty is excluded.</p> <p>2. If, in exceptional circumstances, the Haulier did not receive the transport tasking order via Transporeon, but by another means (e.g. by telephone from the dispatch department at one of the works) or is entitled to reimbursement for other services, James Hardie Europe will require an invoice. Unless otherwise agreed in writing, we shall pay the purchase price after 14 days and subject to a deduction of 3% discount, or after 45 days net after performance and receipt of the invoice. The invoice should be made out to the Principal (e.g. address of the sales office of the receiving country or plant and be sent in electronic format (PDF) to the e-mail address <a href="mailto:invoice@jameshardie.com">invoice@jameshardie.com</a> and only one invoice (as a PDF document) may be attached to the e-mail. The files may not be encrypted and may not be packed in ZIP files. The payment period is calculated from the first business day after the receipt of a proper invoice and our receipt of the service (see appendix).</p> <p>3. Where credit memos are raised, the delivery notes remain with the Haulier and are kept there. The exceptions are delivery notes that are paid on invoice as well as all delivery notes carrying some qualification by the customer, i.e. marked by the customer as "deficient". These must be sent to the logistics department within 2 days.</p> <p>4. Change of fuel price The transport tariffs are adjusted monthly as follows. The average value for diesel fuel is calculated monthly according to the "Weekly Oil Bulletin (Prices with tax) by the European Commission". This is divided by the initial fixed base value of the starting month of the cooperation and 1 subtracted from this. The result is multiplied by 0.225 (average diesel proportion of the transport tariff).</p>
22)	<b>Dispatch: Opening and loading times</b>	<p>Please refer to the Transporeon time slot control for daily loading times.</p> <p>Opening times: Mon – Fri 07.00 – 19.45 h Loading times: Mon 06.00 – 24.00 h, Tue - Fri 0.00 – 24.00 h</p> <p>DE-Münchehof</p> <p>Opening times: Mon – Fri 07.30-17.00 h Loading times: Mon – Fri 06.00 – 22.00 h</p> <p>DE-Siglingen</p> <p>Opening times: Mon – Fri 07.30 – 16.00 h Loading times: Mon – Thu 06.00 – 21.00 h, Fri 06.00 – 18.00 h</p> <p>NL-Wijchen</p> <p>Opening times: Mon – Fri 07.30 – 16.00 h Loading times: Mon – Fri 06.00 – 21.00 h</p> <p>DE-Calbe</p> <p>Opening times: Mon – Fri 07:30 – 17:00 h Loading times: Mon – Fri 06:00 – 21:00 h</p> <p>ES-Orejo</p>

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No.	Subject	Description
23)	<b>Address Plant Loading Stations</b>	
	DE Münchhof	Industriegebiet Münchhof, 38723 Seesen Contact: Mr. Warnecke, Mr. Möller Tel.: + 49 (0) 5381 76 – 124 oder – 125, Fax: + 49 (0) 5381 76 – 113, e-mail: daniel.warnecke@jameshardie.com, dennis.moeller@jameshardie.com
	DE Siglingen	Tektonweg 1, 74861 Neudenu-Siglingen Contact: Mr. Pelz, Mr. Weis Tel.: + 49 (0) 6298 92 48 - 11 oder – 16, Fax.: + 49 (0) 6298 92 48 - 29 e-mail: thorsten.pelz@jameshardie.com, konrad.weis@jameshardie.com
	NL Wijchen	Loonsewaard 20, NL-6606 KG Niftrik Contact: Ms. Stevens Tel.: + 31 (0) 24 64 951 – 20 oder – 12, Fax: + 31 (0) 24 64 951 – 00 e-mail: annelies.stevens@jameshardie.com
	DE Calbe	Pappelweg 10, 39240 Calbe/S. Ansprechpartner: Mr. Klocke Tel.: + 49 (0) 39291 48 – 233; Fax: + 49 (0) 39291 48 – 220; e-mail: steffen.klocke@jameshardie.com
	ES-Orejo	Barrio la Estacion s/n Orejo E-39719 Contact: Ms. Olga Iglesias Tel: +34 942 522 968 (ext. 225) e-mail: olga.iglesias@jameshardie.com
24)	<b>Contact Supply Chain Management Düsseldorf</b>	<p>Ralf Engling (National Transportation) e-mail: ralf.engling@jameshardie.com Phone: 0211-54236 235</p> <p>Josefa Barbara Schiffer (International Transportation) e-mail: josefa_barbara.schiffer@jameshardie.com Phone: 0211-54236 235</p> <p>Brian Craigie (Transportation &amp; Tracking) Mail: brian.craigie@jameshardie.com Phone: +49 211 54236-237</p> <p>Maximilian Koller (Logistics Operations Manager) E-Mail: maximilian.koller@jameshardie.com Phone: +49 151 6636 7939</p>

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No.	Subject	Description
		Artem Gorodetsky (Supply Chain Procurement) e-mail: artem.gorodetsky@jameshardie.com Phone: +49 171 912 58 79  Janis Flocke (Strategic Buyer) e-mail: janis.flocke@jameshardie.com Phone: +49 160 981 12 310



			<b>Performance, Loading and Delivery Terms and conditions for Haulage Partners</b>	
James Hardie Europe GmbH, Logistics			Rev.: 11.2024	

## Declaration of Agreement

**Performance, Loading and Delivery Terms and Conditions for Haulage Partners and Self-collectors**  
Rev: 11.2024

To:

James Hardie Europe GmbH  
Supply Chain Management  
Bennigsen-Platz 1  
40474 Düsseldorf

From:

*(Sender's business address)*

I have received the Performance, Loading and Delivery Terms and Conditions for Haulage Partners of James Hardie Europe GmbH and agree to undertake work on the basis of these terms and conditions. I will carry out the tours successfully bid for or awarded via Transporeon, or other transport tasks received by telephone, fax or e-mail, in accordance with these Performance, Loading and Delivery Terms and Conditions. I guarantee that any subcontractors engaged by me will carry out work on the same basis.

\_\_\_\_\_  
Date, stamp, signature

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