

Logistics; shipping instructions; processing via the Insite LMS tool

GENERAL SPECIFICATION

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1 Scope

This Project Engineering Specification (PES) applies to the general shipping procedures and requirements that have to be fulfilled by the SUPPLIER in order to ensure a smooth transport of the ordered supplies to the agreed final location according to the Incoterm.

2 Terms, units, abbreviated terms

2.1 Terms

2.1.1 CONTRACTOR

Shall mean party which orders acc. purchase order (e.g. thyssenkrupp nucera AG & Co. KGaA, Freie-Vogel-Straße 385a, 44269 Dortmund, Germany

2.1.2 SUPPLIER

Shall mean the persons, companies or corporations named as such in the purchase order and their successors and permitted assigns, being liable for any obligations arising out of the purchase order.

2.1.3 PURCHASE ORDER

Shall mean the purchase order document for the plant issued by the CONTRACTOR to the SUPPLIER, including its attachments, as specified in the additional terms and condition of purchase.

2.1.4 SUPPLIES

Shall mean the equipment, materials, machineries, items and/or (as applicable) anything to be delivered by the SUPPLIER as set forth in the purchase order.

2.1.5 SUPPLIER TEMPLATE

Shall mean the Excel File, which the SUPPLIER has to fill with all purchase order relevant loose part and package data and upload to Insite LMS IT platform of CONTRACTOR.

2.1.6 SOLAS

Shall mean International Convention for safety of life at sea.

2.2 Units

Table 1. Units

General	SI-units
Dimensions	mm
Temperature	°C

2.3 Abbreviated terms

GGVSEB	=	Dangerous Goods Ordinance Road and Railways
IMDG Code	=	International Maritime Dangerous Goods Code
LMS	=	Learning-Management-System
MSDS	=	Material Safety Data Sheet
VGM	=	Verified Gross Mass Statement

3 Project specific clarification

Within placing the order it shall be fixed who in the sense of this GES is

- CONTRACTOR
- SUPPLIER
- PURCHASER

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4 Introduction

A large number of SUPPLIERS are involved in this project. These thyssenkrupp Uhde GmbH (hereafter CONTRACTOR) Shipping Instruction must therefore be strictly observed in all respects to assure a smooth logistics process.

Packaging of the equipment will be executed as per purchase order and Packing Instruction.

5 Contacts

5.1 Contact Persons and correspondence details of CONTRACTOR

Queries and correspondence concerning packaging and dispatch to be submitted to:

thyssenkrupp nucera AG & Co.KGaa
 Dept. PSM - Logistik
 Freie-Vogel-Str. 385a
 44269 Dortmund
 Germany

Attn. to be nominated
 Tel. (direct): +49 231 22972 - XXXX
 E-Mail : XXXX.XXXX@thyssenkrupp-nucera.com

and / or

Attn. to be nominated
 Tel. (direct): +49 231 22972 - XXXX
 E-Mail : XXXX.XXXX@thyssenkrupp-nucera.com

5.2 Supplier Template

E-Mail address for supplier template:

E-Mail: to the above mentioned Contact

Please address all queries regarding the handling of the supplier template to the above contact, who will be able to guide you and answer all your questions.

SUPPLIER will receive the supplier quick guide (manual) as purchase order attachment for handling the loose parts and package data. The supplier template has to be inserted by SUPPLIER in detail and uploaded to Insite LMS IT platform 4 weeks before scheduled delivery date, not later after inspection respectively final packing process.

6 Loose Part Definition and Loose Part Handling

Loose parts are all material items that are belonging to the respective purchase order and they are not limited to only spare parts or accessories.

If a purchase order has in total only 1 purchase order item and SUPPLIER is planning to deliver 100 loose parts of same size/quality/dimension and these 100 loose parts are packed in 20 packages SUPPLIER has to insert in total 20 loose part positions within the supplier template, namely 1 position for each package. Each loose part position contains 5 pieces. In this case SUPPLIER has to print 20 labels which are showing a quantity of each position with 5 pieces and these labels have to be attached to the different material.

If the same loose parts are packed only in one package it is sufficient if SUPPLIER register only 1 loose part position with 100 pieces. In case purchase order item 1 is containing material with different sizes / qualities / dimensions SUPPLIER has to create different loose parts with the total amount of pieces for each material. In case purchase order item is only containing 1 piece SUPPLIER has to create only one loose part. If the purchase order is consisting of several purchase order items SUPPLIER has to register them under the appropriate order items. Please be aware that for every loose part position SUPPLIER has to print only one label.

All equipment respectively their individual parts have to be uniformly marked with SUPPLIER's loose-part-labels

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in order to guarantee clear identification during the whole logistics process up to the installation. This labelling has to be performed during completion for inspection at the latest and is subject to our inspector's approval.

Necessary data input to generate those loose parts along with its appropriate said labels is SUPPLIER's scope of work. Packing data and related loose part data input is done on the supplier template. The handling instruction could be reviewed by the separate attachment supplier quick guide.

Important:
Please consider that the material has to be packed separately regarding the defined criteria as follows:

- Each plant
- Each place of loading
- Dangerous goods
- Main Equipment
- Spare Parts for Commissioning and Start-up
- Capital Spare Parts
- Spare Parts / two-year Spare Parts (will be ordered later and separately)

During registration SUPPLIER also has to provide binding information regarding the country of origin of the equipment respectively their individual loose parts, for which the international 2-Letter-ISO-Code is to be used.

Based on the individually labelled components / materials / parts the incoming goods inspection will be performed later on. Goods not mentioned in the supplier template and / or not properly labelled will be deemed as not delivered and consequently claimed by CONTRACTOR for a subsequent delivery free of charge to CONTRACTOR. All remedial actions, fines and / or delays caused by this will be claimed from the CONTRACTOR and shall be borne by the relevant SUPPLIER.

The SUPPLIER as per purchase order is solely responsible for handling the supplier template and the labeling of the loose parts. If difficulties are encountered in this respect, the SUPPLIER must assign / send one of his employees for clarification / correction at his expense.

All loose parts have to be labelled by the SUPPLIER with his own adhesive and readable labels/prints/or stamps. It is essential that the marking on the material/loose part is arranged in such way that it cannot be lost during handling or transportation. In case SUPPLIER is not sure whether his own labels are sufficient according to the instruction SUPPLIER has to contact the contact person of CONTRACTOR for assistance. The identification shown on the material has to be in accordance with the supplier template. On the supplier template a detailed cargo description has to be inserted based on the respective purchase order and item no. Each purchase order item no. contains at least one loose part.

On approval CONTRACTOR has to send the packing list to SUPPLIER for each shipment by E-Mail in pdf-format. Two copies of these, sealed in a waterproof envelope, must be attached to each shipment lot and be protected by a metal plate indicating Packing List.



Figure 1. Packaging lists

No dispatch is allowed without Packaging Lists and Marking, otherwise agreed by responsible Logistics Contact of CONTRACTOR.

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7 Packaging

The materials have to be packed in accordance with CONTRACTOR purchase order and Packing Instruction as soon as:

- CONTRACTOR has successfully inspected and released the approved supplies or,
- An inspection has been waived by CONTRACTOR and released the supplies for shipment.

CONTRACTOR is entitled at any time to perform packing inspection at SUPPLIER’s premises.

SUPPLIER is not entitled for compensation of costs for such inspection(s).

7.1 One-way packaging

Any and all returnable and / or multi-way-package (e.g. Euro-pallets and pool grid box containers) becomes CONTRACTOR's property free of charge. These packages cannot be exchanged or returned. Additional charges from whomsoever are not accepted.

7.2 Wood as packaging material

If wood (even if dunnage or used elsewhere) is chosen as packing material the current laws and regulations must be taken into account. Among others, all packing must be in accordance with ISPM15 (the regulation of wood packaging material in international trade). All wooden package material and dunnage has to show the following marking ([Figure 2](#)) to evidence the conformity with this regulation:

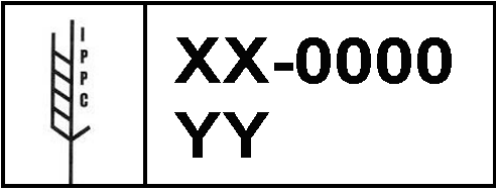


Figure 2. Packing marking

For detailed Packing Instruction please refer to CONTRACTOR's Packing Instruction.

8 Packaging and Transport of Dangerous Goods

Transport and handling of dangerous goods differs from the other materials. The SUPPLIER has to send the relevant dangerous goods material data sheet and the material safety data sheet (MSDS) according to the Regulation 1907/2006/EC/Annex II, each not older than 1 year timely 4 weeks ahead of the scheduled delivery date, but not later after final inspection or waiver by CONTRACTOR and subsequent final packaging process by SUPPLIER.

To ensure that the correct procedures for the shipment and transport of dangerous goods are followed during road and rail transportation to the shipping port / airport and during further transport by ship / airplane, the SUPPLIER shall ensure that following binding information is submitted to CONTRACTOR:

- UN number (UN = United Nation),
- Class, classification code,
- Technical designation and proper shipping name (not the trade name),
- If marine pollutant or not,
- SUPPLIER's information in what kind of packing the dangerous goods are packed (if applicable its UN type-tested and approved packing code),
- Characteristics of the dangerous goods and the flash point for all goods of class 3 and for certain goods of classes 6.1, 8 and 9,
- Package numbers.

CONTRACTOR will check these documents for correctness and will release the cargo for transport only if documents are complete and correct. Goods shall not be transported without prior release of CONTRACTOR. Any goods delivered without the formal release of CONTRACTOR will be rejected for shipment. If dangerous goods are found non-declared or dangerous goods are found hidden within non dangerous cargo, those goods

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will be stored at SUPPLIER's cost. SUPPLIER will be asked to provide proper documents within 5 days. If SUPPLIER does not provide the documents within 5 days, goods will be disposed at SUPPLIER's cost and expense.

SUPPLIER undertakes to indemnify and hold CONTRACTOR harmless from and against any penalties, claims, or any other liabilities resulting from or in connection with supply of incorrect, improper documents.

The SUPPLIER is responsible for transport of dangerous goods up to FOB and for European portion up to DAP respectively the place of packing unless otherwise ordered. The packing of dangerous goods is governed by the law covering the transportation of dangerous goods and the current regulations and ordinances enacted by the respective carriers. The following standards are particularly relevant:

- IATA Dangerous Goods Regulations (DGR), English version is binding,
- International Maritime Dangerous Goods Code (IMDG Code),
- Dangerous Goods Ordinance Road and Railways (Germany) (GGVSEB),
- European agreement concerning the international transport of dangerous goods by road (ADR),
- RID Regulations for the international transport of dangerous goods by rail in line with the standard provisions specific to the contract for the international transport of goods by rail (CIM).

Country-specific regulations shall also apply.

This information shall be presented in writing together with the material safety data sheet (MSDS) according to the Regulation 1907/2006/EC/Annex II.

Depending on the type of transport, the packing shall comply with the UN standard and be approved for the dangerous goods concerned.

The SUPPLIER's attention is drawn to the fact that SUPPLIER has sole responsibility for ensuring that the above instructions are duly carried out and that SUPPLIER shall be held liable for any consequences resulting from SUPPLIER's non-fulfilment.

A valid form of the dangerous goods material data sheet will be submitted as separate attachment together with the purchase order. Only these, duly completed and legally valid signed, are acceptable.

9 **Package Marking**

Final Marking of each packages will be sent after receive the supplier template.
Afterwards we will send you all necessary documents for each packages.

10 **Critical dimensions / Heavy Lifts / Transport Drawings**

This applies for all equipment(s) exceeding the following dimensions and / or weights in packed condition:

- Grossweight of an individual item: 20 metric tons and / or
- Dimensions: 1200 x 240 x 240 cm (length x width x height)

In the case that critical dimensions / weights are included in a scope of supplies, SUPPLIER is obliged to respect the legal provisions for such transportation and obtain the necessary permits in accordance with the agreed Incoterm in due time prior to dispatch of the goods.

For the planning and execution of large-scale and / or heavy cargo transports, the SUPPLIER has to submit copies of properly scaled transport drawings (Scale 1:25, three-sided view) in .pdf and .dwg format to CONTRACTOR as soon as possible but not later than 4 months prior to the delivery date.

The drawings shall be binding and provide the following correct information:

- Binding outer dimensions in the transport position, incl. any clips, accessories etc.,
- Top-, side- and front view with overall dimensions,
- Gross and net weight in kg,
- Centre of gravity (to be marked on each view and painted on equipment),
- Transport saddles with location (reference must be clear), dimensions and loads per saddle,

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- Slings / lifting points with loads,
- Details of lifting-trunnions and –lugs,
- Lashing / securing points incl. allowable load,Type of envisaged packing (if any),Special features to be considered (e.g. lifting by a traverse only), if any

See also the Protocol of Negotiation plus CONTRACTOR's Engineering Specification (Shipping Requirements for Heavy and Oversized Equipment GES-EQS-04) valid for this order.

SUPPLIER is responsible for providing the correct dimensions and weight. In case of any discrepancies, resulting in difficulties and arising costs with regard to transportation (e.g. applying for a new road permission, demurrage etc.), handling and / or delays SUPPLIER is fully responsible and has to bear all additional costs.

11 Containerloads / VGM (Verified Gross Mass) Statement

If containers are stowed by SUPPLIER, SUPPLIER must provide CONTRACTOR with a VGM (Verified Gross Mass Statement) according to Solas. CONTRACTOR will only accept VGM Statements if the weight was verified by weighing. Containers will be accepted for shipment only if a valid VGM Statement is available prior to delivery of the relevant container and within the time limit required in the rules and regulations of the particular carrier / shipping line to the terminal.

SUPPLIER is responsible for providing the VGM Statement(s) in time (prior to FOB delivery) and will be held fully responsible for all cost and consequences arising from missing or faulty VGM Statements (!)

The weight limits, taking into account the empty weight of the relevant container plus all packaging pallets and any blocking, bracing, and dunnage materials, must be considered when loading containers.

12 Supplier's Declaration / Certificate of Origin

12.1 Supplier's Declaration

If SUPPLIER is located in the European Community and his supplies are EU-Origin SUPPLIER has to provide a Supplier's Declaration to the CONTRACTOR for each material SUPPLIER mentioned in the supplier template. SUPPLIER has to send it, duly stamped and legally binding signed to CONTRACTOR 4 weeks before scheduled delivery date, not later after inspection and final packaging process. In case of any doubt please contact CONTRACTOR for clarification.

12.2 Certificate of Origin

For supplies from all other countries (outside the European Community) SUPPLIER has to submit a proper Certificate of Origin or a non-preferential declaration of origin both duly legalized by the relevant Chamber of Commerce to CONTRACTOR 4 weeks ahead of the scheduled delivery date, not later after inspection and final packaging process. In case of any doubt please contact CONTRACTOR for clarification.

13 Calling Forward of goods respectively delivery according to purchase order

After having received SUPPLIER's valid supplier template: CONTRACTOR will release the delivery.

13.1 FCA Delivery

CONTRACTOR will nominate a forwarding company to arrange transport in accordance with the agreed terms of delivery. The forwarding agent will contact SUPPLIER regarding pick-up of the consignment(s).

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13.2 FOB Delivery

In case materials have been purchased from SUPPLIER on FOB basis, SUPPLIER will receive a call forward note from CONTRACTOR or its nominated forwarder in due time.

13.3 DAP/DPU Delivery

SUPPLIER will receive a release for dispatch from CONTRACTOR. Only thereafter SUPPLIER has to deliver his packages to the address stated in CONTRACTOR's release for dispatch.

14 Export Control & Customs Handling

If Export Licenses (Export Control Regulations) or other permits are required to export goods from the country from which the shipment is to be delivered (others than Germany and European Union) then such Documents / Licenses are to be procured in SUPPLIER's name and at his cost. Especially if Export Control Licenses are needed the SUPPLIER has to inform CONTRACTOR at the earliest possible stage to coordinate and align the necessary steps in process.

14.1 Export Permit for purchase orders to suppliers in the European Union

In the case of supplies of equipment, parts and/or the related documentation for which an Export Permit is required in accordance with the applicable laws including the List of Dual-Use Goods of the Council Regulation EC No 2021/821 respectively "Ausfuhrliste" (Anlage AL zur Außenwirtschaftsverordnung), SUPPLIER will inform CONTRACTOR about this requirement. The SUPPLIER will provide CONTRACTOR without delay with all information which might be necessary for the application.

14.2 Export Permit for purchase orders to suppliers in countries not belonging to the European Union

In the case of supplies of equipment, parts and/or related documentation, for which a permit for export to the Federal Republic of Germany or to a country of destination to be designated by CONTRACTOR, is required from the competent authorities, the SUPPLIER shall be required to apply for and obtain the said permit. Copy of the permit shall be sent to CONTRACTOR as a matter of course immediately on being obtained. SUPPLIER shall provide CONTRACTOR without delay with all information which might be necessary for the application of a German Export Permit.

14.3 Export Permit for purchase orders referring to US equipment

In the case of supplies of equipment, parts and/or the related documentation, for which a permit for re-exportation into the country of destination to be designated by CONTRACTOR is required from the competent US authorities in accordance with the Export Control Regulations of the United States of America, the SUPPLIER shall provide CONTRACTOR without delay with all information which might be necessary for the application.

In the event that the above permits should either not be granted, or for reasons attributable to SUPPLIER should not reach CONTRACTOR (i. e. by the mutually agreed date), CONTRACTOR reserves the right to cancel the order entirely without further obligation.

15 Availability / Distribution of these Shipping Instructions

This instruction is submitted to SUPPLIER as an integral part of the inquiry package and part of respective purchase order.

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16 Summary of Shipping Documents & Document Distribution Deadline

Table 2. Summary of Shipping Documents & Document Distribution Deadline

Pos.	Documents to be submitted	Quantity	Recipient	Deadline	Penalized
1	Export Control Declaration	Electronic Data Files	CONTRACTOR	Directly with purchase order confirmation	
2	Transport Drawing (if applicable)	Electronic Data Files	CONTRACTOR	4 months before scheduled delivery date	X
3	Supplier's Declaration or Certificate of Origin	1 Original	CONTRACTOR	4 weeks before scheduled delivery date, not later after inspection and final packaging process	X
4	Supplier Template	Electronic Excel Files	CONTRACTOR via Insite LMS	4 weeks before scheduled delivery date, not later after inspection and final packaging process	X
5	Dangerous Goods Material Data Sheet (if applicable)	Electronic Data Files	CONTRACTOR	4 weeks before scheduled delivery date, not later after inspection and final packaging process	X
6	Material Safety Data Sheet (if applicable)	Electronic Data Files	CONTRACTOR	4 weeks before scheduled delivery date, not later after inspection and final packaging process	X
7	VGM Statement (if applicable)	Electronic Data Files	CONTRACTOR	Prior to FOB delivery	

Other References

1. Regulation 1907/2006/EC/Annex II: Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC. Annex II: Requirements for the compilation of safety data sheets
2. International Plant Protection Convention (IPPC): International Standards for Phytosanitary Measures (ISPM) 15: Regulation of wood packing material in international trade. Available at [Adopted Standards \(ISPMs\) - International Plant Protection Convention \(ippc.int\)](https://www.ippc.int/)
3. International Maritime Organisation (IMO): International Convention for the Safety of Life at Sea (SOLAS), Chapter VI