

QMH & SQAS	Requirements Profile and Transport Description Rudolf Luckenbach-Intern. Spedition GmbH	Chapter: 11.3.16.
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Prepared: R.L. Date: 11/30/2017	Reviewed: S.K. Date: 11/30/2017	Approved: R.L. 12/01/2017

Management-System pursuant to DIN ISO 9001:2015 and SQAS

Supplier Evaluation

Dear Madams, dear Sirs,

In the summer of 1995 our company has introduced and certified a QM-system pursuant to DIN EN ISO 9002, which has been adapted to the revised standard DIN EN ISO 9001:2000 in 2001.

After 7 years the standard has been changed to DIN EN ISO 9001:2008 and has been integrated in our QM- System for precision purposes and/or better understandability. It was then converted to DIN EN ISO 9001:2015 effective 08/01/2016.

The compliance with the contractually defined quality requirements of our customers is a relevant aspect of our documented quality policy.

Amongst other things, it is imperative that our suppliers ensure that the quality requirements for the defined customer specific products and services have been met to the full extent.

Therefore we are subjecting all suppliers to a so-called evaluation. In the *first* correspondence phase, we will send you our requirement profile/transport description.

Although your obligation to comply with the statutory regulation as a contractor is not affected by this requirement profile, certain statutory requirements which are important to several of our clients have been outlined. We would also like to expressly advise that our company has been registered by LBA, Braunschweig, as "Transporteur Sicherer Luftfracht" (Transport Company for Secure Air Freight) since 06/13/2016 and/or the status of "AEO F – Zollrechtliche Vereinfachungen/Sicherheit" (Customs Simplification, Safety and Security) has been approved by HZA Cologne on 10/31/2012 (reevaluation on 05/01/2019).

Specific obligations outlined in appendix "B" and subject to mandatory compliance by our service providers for a cooperation are to be derived from the AEO approval.

If you have recently received a Requirement Profile from us, please bear in mind that since the last Requirements Profile was supplied major changes have been made to or in, for example, the ADSp combating wage dumping (Minimum Wage Act), the ADR, the Health, Safety and Environment Policy and therefore your requirements have been expanded.

Please legally sign and return appendix "A" by mail or via fax.

If, in your opinion these requirements contain obscure or critical aspects, please submit your objections in writing within 14 days. If we have not received your objections within this time period, we are assuming that you have understood the conditions and accept and comply with the aforementioned.

Best regards

Rudolf Luckenbach

Intern. Spedition GmbH

Appendices

- A) Company Profile
- B) Transport Description

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A) Inquiries regarding the company profile:

1. Legal Form:
2. Headquarters:
(complete mailing address, incl. Tel./Fax-No. If applicable, e-mail address and internet website)
3. Managing Director:
4. Scope of Services:
5. Hazardous Goods Officer /Deputy:
(incl. Tel./Fax ext., if applicable, e-mail address)
6. Quality Management Representative:
(incl. Tel./Fax ext., if applicable, e-mail address)
7. Quality Assurance Status:
(e.g. certificate or other methods)
8. Status
 - a) "AEO Secure/Safe Delivery Chain"
 - b) "Regulated Agent Air Freight Safety "
9. Safety-/Security-/Environmental Representative:
10. Emergency Plan:
(Emergency Preparedness, 24-hour hotline, documented procedures/processes)
11. Relevant changes to the company profile must be reported to us without a separate request.

For the accuracy of the information provided and compliance pursuant to B

Place/Date

Company Stamp

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B) Transport Description:

The following points must be taken into consideration and complied with for transportation on behalf of the Rudolf Luckenbach-Int. Spedition GmbH:

Technical Equipment

1. The vehicles provided for loading and unloading must be in excellent technical and visual condition and must meet the statutory and official regulations, as well as the requirements for the goods to be loaded when the order was placed.
2. The vehicles and freight units must meet the requirements of the planned modes of transport, particularly the multi-modal transport (incl. ferry transport).
3. Safety-increasing developments such as distance warning systems, ABS, ASR, lane-keeping systems, retarder and speed limitation, as well as driver assistance and management systems must be taken into consideration when selecting the vehicles.
4. Low-emission, noise-reduced and energy-conserving vehicles are preferred.
5. Vehicles transporting hazardous goods must be equipped with a telecommunication system (e.g. cellular telephone).
6. Vehicles transporting hazardous goods must be secured with technical equipment to prevent theft (e.g. break-in/anti-theft alarm systems and/or mechanical or electronic immobilizers).
7. Vehicles used for security/customs-relevant goods must feature a locking device.
8. Minimum equipment features for vehicles: air-conditioning system, ECS, engine brakes, retro-reflecting license plates on the rear and lateral surfaces
9. A sufficient amount of materials to secure the loads and anti-slip mats must be available at all times. For the transport of chemical substances or heavy loads the relevant requirements and specifications will be listed in the transport contract.
10. Safe access to the loading and unloading equipment must be guaranteed.

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Parties involved in the transport:

1. The contractor must use reliable, appropriately trained drivers in possession of a valid driver's license and adequate driving experience; for ADR goods, including the corresponding training certifications.
2. The contractor agrees to comply with §§ 7b and 7 c des GüKG (Road Haulage Act) (see the relevant EU Regulation No. 484/2002). Upon request, the driver must present the documents listed in § 7 of this Act.
3. The contractor must provide the drivers with all information and documentation necessary for a safe and qualified contract implementation, e.g. how to use
 - 3.1. the technical vehicle equipment,
 - 3.2. the loading safety equipment,
 - 3.3. the loading aids,
 - 3.4. the personal safety gear
 - 3.5 handling safety and customs-relevant goods
4. When transporting hazardous goods, the drivers must familiarize themselves with the contents of the "written instructions" and keep the aforementioned available at a designated location in the vehicle.
5. Specific factory instructions provided by the shipper/recipient must be complied with.
6. The drivers must wear appropriate safety gear during loading and unloading.
7. Individuals not employed with the company may not accompany hazardous goods transports. Employees must be in possession of the appropriate training documentation.
8. All existing bans on alcohol, smoking and drugs must be observed.
9. The drivers must remain in or close to the vehicle during loading and unloading, or in exceptional cases, officially sign out with a responsible party designated by the shipper/recipients.
10. In the event of imminent danger during the transport (e.g. due to product leakage or adverse reaction) the driver must immediately implement all suitable measures – while ensuring his/her own safety - based on the individual situation in an effort to prevent danger for third parties, the environment, animals or the load, or to prevent damage.
11. The contractor must ensure that the drivers in charge of loading the designated vehicles are able to speak or read at least one language of the ADR member states relevant to the transport. Exceptions require a written agreement.

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12. The contractor must designate and name a hazardous goods officer to whom the relevant responsibilities for a hazardous goods transport shall be assigned.
13. The contractor must ensure that individuals listed in the "Denied Persons List" of the US Ministry of Economics (see <http://www.bxa.doc.gov/DPL/thedeniallist.asp>) or the EU Regulation No. (EG) VO 881/2002 + 2580/01 and its variations regulations are not involved in the fulfillment of the contractor's transport contracts. The relevant proof may be presented, if applicable.
14. Drivers must undergo training on a regular basis, among other things with regard to "BBS" and/or defensive driving practices and the observance of personal safety instructions, e.g. obligatory seat-belt use!
15. Drivers must undergo training on a regular basis with regard to vehicle/load unit inspections when transporting sensitive and customs-relevant goods.

MiLo – Minimum Wage Act

The TU agrees to indemnify the Rudolf Luckenbach Internationale Spedition GmbH from all third party claims, particularly from claims made by its own employees, potential subsequent contractors or from claims made by the employees of the subcontractor or a commissioned temp agency arising from or corresponding to the statutory regulation for the general minimum wage (Minimum Wage Act) resulting from the contractor's fulfillment of the order on behalf of the client. The indemnification obligation shall also apply for contribution claims from social security and financial authorities. The Rudolf Luckenbach Internationale Spedition GmbH agrees to notify the TU immediately if he becomes aware that a claim has been filed by an employee or subcontractor or a commissioned temp agency corresponding to the regulations of the Minimum Wage Act or if he becomes aware that such claims have been asserted by third parties, especially by employees or the subcontractor, or a commissioned temp agency and/or social security and financial authorities. Should the Rudolf Luckenbach Internationale Spedition GmbH or one of its organs or employees, due to a fault on the part of the TU, be forced pay a legal penalty resulting from or corresponding to the minimum wage regulations with regard to performing the assignments on behalf of the Rudolf Luckenbach Internationalen Spedition GmbH for gross violations of regulations, or if a directive/condition pursuant to StPO has been imposed, or a forfeiture pursuant to the regulations of StPO or OwiG has been ordered, the TU shall reimburse Rudolf Luckenbach Internationale Spedition GmbH or the respectively affected party for the penalty or fine to be paid, or an amount ordered for forfeiture, unless it is considered an obstruction of justice. In addition, the TU shall reimburse the Rudolf Luckenbach Internationalen Spedition GmbH or the respectively affected party for the statutory or actually incurred costs for legal fees resulting from prosecution/defense corresponding to non-compliance or criminal proceedings. The TU further agrees to notify the Rudolf Luckenbach Internationale Spedition GmbH immediately, if he is subject to non-compliance or criminal proceedings corresponding to the regulations of the Minimum Wage Act or if he should become aware that such investigations have been initiated, including against his subcontractors or a commissioned temp agency.

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1. The driver must inspect the vehicle for road safety and ensure that the equipment is complete prior to the transport with the help of checklists. The defined and agreed upon equipment/gear must be available on/in the vehicle for the duration and up to completion of the transport.
2. The statutory and potentially exceeding consolidated loading prohibitions imposed by the client must be adhered to.
3. An assignment to other subcontracted freight companies requires our approval; the aforementioned are obligated to comply with all of the requirements defined.
4. The maximum permitted weight may not be exceeded, the road traffic regulations and/or registration regulations must be adhered to and potentially deviating regulations must be taken into consideration for international transports.
5. Reloading partial and completed loads requires the client's consent on a case-by-case basis.
- 6a. Safe routes must be selected (more specifically, use of freeways, if applicable, circumventing defined protected areas, refraining from travelling through residential areas).
- 6b. The applicable permits must be obtained and presented for transports pursuant to § 35 + § 35 a GGVSEB (shifting / travel route).
7. The driver may only unload and/or be available for unloading based on the recipient's instructions.
8. The contractor's willingness to utilize multi-modal transport concepts in an economically beneficial manner to the extent possible shall be presumed.
9. Environment-polluting impacts should be avoided; if they cannot be avoided, they must be kept to a minimum.
10. The contractor must ensure 24-hour availability and on-call services for emergency situations. More specifically, in case of an emergency, a responsible and trained individual must be available at all times.
11. The contractor must ensure that the cargo securing methods applied by the sender, and if applicable, by the contractor himself/herself, is inspected at regular intervals during the entire transport process (e.g. during rest stops) or checked and/or adjusted in cases of extraordinary stress (such as, hard stops/emergency braking, abrupt collision avoidance). This shall particularly apply if the original cargo securing methods have been modified (e.g. by reloading, partial unloading/loading or dysfunctions resulting from traffic or weather-related issues during the transport).
12. If products are damaged in transit, the client must be notified immediately.
13. Products in damaged packaging materials may be transported only with the client's explicit approval, this shall particularly apply for ADR goods which must be transported according to the applicable regulations.
14. If the contractor must reload ADR goods, he must ensure that quick access to the written instructions in case of emergencies and incidents (accident instruction sheet), which have been provided by the client, is available at all times at his reloading point. Stacking ADR goods, regardless whether they are contained in bags or barrels, is always prohibited; this includes stacking of harmless products (chemicals).
15. If travelling through tunnels, the applicable national tunnel regulations must be strictly adhered to.
16. Interchangeable containers/hangars loaded with ADR goods that are not transported in combined road traffic but are parked separately from the carrier/towing vehicle for other reasons (e.g. in transit), may either be parked only in an secured facility where information on the load is available, or the interchangeable containers/hangars must be labeled with large labels (PLACARDS) pursuant to the regulations for transport in combined road traffic.

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17. You agree to guarantee safety in the delivery chain in accordance with the AEO-requirements

17.1 either as a certified "AEO" (Authorized Economic Operator) or

17.2 the very least by signing the "Safety Declaration for Authorized Commercial Operators AEO" prepared in our name.

CSR- Social Responsibility – Responsible Care

Due to the cooperation with the chemical industry we have implemented the SQAS system in our company in an effort to guarantee that our transports are conducted in compliance with the quality, safety, health and environmental aspects. The aforementioned is supported by the CEFIC Responsible Care Program, the implementation of which we appreciate in our external providers.

In this context we also point to CSR (social responsibility) with its goal to achieve the highest standards as world citizens and consideration of the principles. We pursue these goals internally, as well as toward our partners and external providers and expect that they pursue the same goals.

Delivery Service

1. Acceptance of goods at the agreed upon date/time.
2. Compliance with the listed departure date/time.
3. Compliance with the agreed upon duration and predefined delivery date/time.
4. Compliance with customer/recipient instructions and regulations at the time of delivery.
5. Determining the relevant status/location of a shipment in an appropriate timeframe.
6. Immediate notification sent to the client in case of delays on the transport route and stating the reason for the delay and/or updated delivery date/time.
7. Immediate notification sent to the client regarding complaints about the quality and quantity of the goods, especially if the recipient provided written remarks on the delivery document.

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Transport Documents / Accompanying Documents

1. The documents prepared by the client must be prepared properly and carried along together with the remaining accompanying documents.
2. If the contractor has been awarded a hauling contract by the client he must enter his information as the "sender " in the waybill.
3. When entering a hauling contract, the contractor must enter the client as the "sender"
4. The mandatory customs formalities for cross-border travel must be adhered to by the contractor within the stipulated timeframe, the customs documents provided must be handed over to the recipient or the predefined customs agent. This handover may only take place in exchange for a written receipt. These receipts must be retained for two years and presented to the client immediately upon request.
5. Transport/accompanying documents or their content may not be made accessible or handed over to third parties except in cases of official inspections.
6. Original delivery receipts must be submitted to us immediately, at the latest upon submission of invoice.
7. Transport documents not corresponding to the current transport must be clearly identifiable as such and kept separately from the documents pertaining to the current transport.
8. A vehicle registration form must be presented for vehicles registered in Germany. If only a copy of the aforementioned is available, the inspection form from the most current primary inspection must also be presented.
9. The regulations pursuant to § 35 GGVSEB , effective 1/1/2018 must be complied with when transporting defined ADR goods. Handling by SQAS-certified partners only. Travel route instructions and confirmations must be presented by the driver for each transport.

Information

1. If mobile mail box systems are used, the information must be recovered on a regular basis.
2. The contractor must ensure that information normally considered to be the client's business secrets are handled with strict confidentiality, are not made accessible to third parties and are not used for personal commercial purposes. This also includes information regarding the facts on which the logistics prices and rates are calculated. In addition, the agreed upon logistics conditions must be kept strictly confidential from third parties as well.

Accidents / Damages / Losses

1. Accidents and non-ADR goods incidents must be reported to the officials designated by the client in the accident instruction sheet immediately and the information listed below must be provided.

Name and company of reporting party

License plate number, vehicle type, transport company, hauler

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Place, date, time and course of events of the accident/damage occurrence
Number of injured/deceased, if applicable, product leakage volume, police/fire
rescue/other authorities on site
Transmission dates
Measures taken and/or initiated by the driver
Return call options for further information inquiries (name, address, telephone, fax etc.)
if applicable, claim agent contacted (complete address)

2. The contractor must prepare a simple protocol for each incurred damage/accident (incl. almost accidents) and submit it to the client immediately without a reminder.
3. Noticeable damages and loss of goods must be reported to the client by the contractor immediately, regardless of the cause and responsibility. Other statutory information obligations shall remain unaffected hereof.
4. For each case resulting in people being at risk and/or the environment has been affected the police and/or fire department must be notified.
5. In the event a severe incident occurred in the region of an ADR member state (criteria 1.8.5.3. ADR), the contractor must ensure that an official report pursuant to 1.8.5.4. ADR is submitted to the authorities and the client receives a copy without request.

Parking the Vehicle

1. On weekends, loaded vehicles may be parked on secured properties only. Complete inspection for intact truck/load is mandatory prior to begin of the transport.
2. Parking vehicles containing ADR--/+safety-/and customs-relevant goods, only in the presence of the driver at designated approved parking areas/truck stops. The driver may exit the vehicle only for urgent personal necessities. Prior to transport commencement, complete inspection for intact truck/load is mandatory.
3. In the event of inclement weather or fog, drivers transporting ADR goods must comply with the directives provided by the traffic radio or police and drive to the next available parking area/truck stop.
4. Parking/overnight stays in non-EU states, or if contracts have been assigned for specific states: only at secure and/or monitored parking areas.
5. Fatigue
In the event of fatigue occurring during the trip, e.g. in the form of repeated yawning or dozing off, driving activity must be discontinued immediately by navigating to the next available rest area. An adequate break should be taken there and we should be notified in the event of potential delays.

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Liability and Insurance

1. The regulations of Section 4 HGB (Commercial Code) shall apply as the overall liability principle, effective upon takeover of goods up to physical delivery to the recipient for transports in national road traffic.
2. Regardless of the accident location, the CMR is the liability principle for transports in international road traffic, effective upon takeover of goods up to physical delivery to the recipient for transports in national road traffic.
3. The contractor agrees to obtain and maintain:
 - Liability insurance coverage pursuant to the HGB and CMR,
 - Liability insurance for the vehicle in the amount of € 50 million including coverage for damage to persons of a minimum of € 7.5 million or the country's normal coverage amount and operating liability insurance with a coverage of a minimum of € 2.5 million.

If the contractor commissions foreign subcontractors, he shall obligate the aforementioned to obtain liability insurance coverage for the vehicles utilized in the respective highest possible national coverage amount as well as liability coverage pursuant to CMR.
4. The contractor shall confirm the insurance coverage in accordance with the above conditions by acknowledging this requirement profile/transport description. In addition, the contractor must verify the insurance coverage upon the client's request, if applicable via written receipt issued by the insurance company.
5. Relevant permits are required for all implemented operational activities.
6. Compliance with national and international regulations is guaranteed.