

Conditions for self-handling in the case of deliveries ex works, valid as of 1 NOVEMBER 2019

I AREA OF APPLICATION

We strive to enable the collection of cement and binding agents in our plants safely, flexibly and easily. For this purpose, the entire transport process from the order generation - on the internet (iDispo) and/or through the use of RFID cards by the commissioned vehicle drivers at the operating terminals on site - to loading takes place through self-handling.

In addition to ensuring correct processing of orders, a major concern of ours is to ensure that vehicle drivers have a safe visit to our plants in terms of occupational safety and health protection. For this reason, the following conditions apply for self-handling.

II. SELF-HANDLING

1. Self-handling can be done via iDispo, via self-service using RFID cards or, in future – as soon as available – via B2B.
2. Prior to first-time registration in iDispo, the buyer receives access data and is trained by our employees (usually by telephone). After the first-time registration in iDispo, the buyer must immediately change its assigned initial password and treat it confidentially. **The buyer is liable for all damages that are incurred by us because the buyer or its vicarious agents did not treat the password as confidential.** In the event of any questions, the buyer can contact our employees in the logistics department at any time. Additionally, the iDispo manual is also available via the web access (<https://idispo.dyckerhoff.com/idispo-dyag-proxy>).
3. After consultation with the buyer, we can enable the vehicle drivers to register and load at our sites using RFID cards. The cards may be withdrawn again if an increased error rate occurs or if the cards are misused.
4. In the case of self-handling by means of RFID cards, the buyer will receive one or more such cards on a loan basis in return for a receipt. The cards remain our property. Any loss of / damage to the cards must be reported to us immediately. The buyer will then receive new cards, while the old ones are blocked. **The buyer is liable for all damages that are incurred by us from the loss, damage or misuse of the RFID cards by the buyer or his/her vicarious agents.**
5. The vehicle driver must use the loading equipment according to the instructions displayed; in case of questions, he or she can contact our employees.
6. We have the right at any time to restrict the self-handling for individual loading systems or to suspend it entirely. In this case, the loading will be carried out with the assistance of our employees.

III. PERFORMANCE OF SELF-HANDLING

1. The buyer enters the order into iDispo in accordance with the iDispo manual, provided this has not already been done by us. In particular, the correct selection of the goods recipient, material and delivery quantity must be ensured here. Upon completion of the order generation, the buyer receives a 5-digit transaction number (=TAN). This serves for identification at the self-service terminal in the delivery plant.
2. The buyer then commissions its freight forwarder with the performance of the delivery and ensures that the respective vehicle driver is notified of the TAN.
3. The vehicle driver then drives into the delivery plant, reports to the dispatch terminal with the TAN, checks the delivery and, if necessary, the initial weighing for plausibility, acknowledges the cleaning request, and is then assigned the respective loading point on the bill of lading.
4. At the assigned loading point, the vehicle driver logs in at the terminal there with his or her TAN and loads the vehicle until the target quantity has been reached. For this purpose, he or she must climb onto the vehicle before and after loading and open the dome cover and close it again. The vehicle's own climbing supports must be used.
5. After loading (and second weighing), the vehicle driver reports to the dispatch terminal again. There, he or she checks the delivery data for plausibility and confirms receipt of the goods. He or she then receives the delivery papers and can leave the plant.
6. Alternatively to III.1, the vehicle driver, if he or she has an RFID card, can also drive into the factory

without prior order entry in iDispo, log in to the dispatch terminal there with his or her card and enter the delivery order himself or herself. He or she then receives a TAN on site and the respective loading site is assigned. III.2 and 3 are not applicable; III.4 to 6 remain unchanged.

7. III.4 is not applicable for loading of bag cement or big bag cement. Instead, the vehicle driver drives to the respective loading point where the loading is carried out by our employees.

IV. PERMISSIBLE TOTAL WEIGHT

1. The vehicles may not exceed their permissible total weight according to the vehicle registration document or their permissible total weight in the countries in which the transport is carried out. Therefore, the vehicle may only be loaded up to the lowest permissible total weight that applies for the overall respective transport.
2. If the vehicle driver determines during a weighing that the lowest permissible total weight has been exceeded, then he or she must inform our employees in the dispatch or control office immediately and must empty the vehicle in accordance with their instructions until the permissible total weight is complied with.
3. If the vehicle driver culpably leaves the plant with an excess weight, the buyer will indemnify us against all compensation claims of third parties due to resulting damages.

V. OCCUPATIONAL SAFETY / INSTRUCTION

1. On our plant premises, there are rules for increased occupational safety. All persons who remain on the plant premises (even for a short period of time) must observe these rules.
2. For this purpose, the buyer and all of its vehicle drivers who visit our plants are obliged to participate in an instructional training at least every 12 months.
3. The instruction of the safety regulations applicable in our respective plant is carried out electronically. Three possible paths are provided here:
 - 3.1 An instruction terminal is installed at each of our plants, at which the vehicle driver can be instructed free of charge. The vehicle driver can receive instruction for all our plants at each terminal.
 - 3.2 The instruction programme can be accessed online at <http://eplas.dyckerhoff.com>. Instruction is therefore also possible on every PC with internet access. It is possible to receive instructions for all of our plants online.
 - 3.3 At our handling facilities, occupational safety instruction is given by our employees.
4. After instruction, an instruction certificate and a helmet sticker are printed out for those who have completed the training. However, this can only occur at the instruction terminals in our plants. Persons who have been trained online enter the first and last name they used online at the terminal, as well as the given freight forwarder name in the exact spelling, and they then receive the instruction certificate/helmet sticker.
5. The helmet sticker must be affixed and clearly visible on the helmet of anyone who has completed the training.
6. A completed instruction course is only valid for the selected plant, for the instructed vehicle driver, and only for 12 months. The instruction must be attended personally by the respective vehicle driver.

VI. PENALTIES IN THE EVENT OF VIOLATIONS

1. Possible violations of the occupational safety provisions are:
 - 1.1 The vehicle driver cannot demonstrate a valid instruction certificate for the plant he or she is visiting.
 - 1.2 The vehicle driver does not have a valid helmet sticker affixed to his or her protective helmet so that it is easily visible.
 - 1.3 The vehicle driver took part in the instruction on behalf of other persons.
 - 1.4 The vehicle driver breaches the safety provisions shown in the instructions, in particular lack of personal protective equipment (PPE), non-use of the envisaged climbing supports, driving too fast, incorrect parking, etc.
2. In the event of a violation, we are entitled to warn the vehicle driver in person, warn the vehicle driver in writing, or, in the event of a further such violation or a first-time serious violation, to punish the behaviour with sanctions such as penalty fees or plant bans.
3. For all sanctions beyond a warning, we will inform the buyer immediately. The vehicle driver will have the opportunity to comment on the incident(s).