



Bill to:
COYOTE LOGISTICS , LLC
191 E.DEERPATH ROAD,
Lake Forest,
IL,
60045

Invoice Date: 06/29/2023
Invoice #: 29427130
Terms: NET 30
Due Date: 07/29/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
06/27/2023		8400 Industrial Blvd, Breinigsville, PA 18031, USA - 47 Old Ferry Rd, Brattleboro, VT 05301, USA			
			1	1000	1000

TOTAL
1000

PLEASE NOTE

The right to payment under this invoice has been assigned to Compass payment Solutions LLC (CFS) and all payments hereunder are to be directed to the assignee at the address noted below. Remittances to other than CFS do not constitute payment of this invoice. CFS must be given notification of any claims, agreements or merchandise returns which would affect the payment of all or part of this Invoice on the due date.

COMPASS FUNDING SOLUTIONS LLC
P.O.BOX 205154
DALLAS, TX 75320-5154
Tel: 844-899-8092



Rate Confirmation Load 29427130

Send invoices to:
CarrierInvoices@coyote.com
960 Northpoint Parkway
Suite 150
Alpharetta, GA 30005

877-6COYOTE
(877-626-9683)

Cust Requirements

Equipment	Van, 53'
Pre Cooled Temp	None
Load Temp	None
Tarps	Undefined
Value	\$100,000

Booked By

Jared Soderholm
Jared.Soderholm@coyote.com
Phone: +1 (773) 365 6497
x2228
Fax: +1 (773) 365 7804



Get CoyoteGO Today!

- Dispatch
- Send updates
- Check in
- Submit paperwork

*Available for An-
droid or iPhone,
at App Store or
Google Play*

Load Requirements

Tech Tracking Required Seal

Equipment Requirements

Food Grade No Roll Door No Reefer

Notes

All Van/Container loads MUST be sealed at origin either by shipper or driver with a seal number noted on bill of lading. The driver is responsible for re-sealing the trailer after each pickup/drop on a multi-stop shipment. In the event a shipment that was sealed at origin or after each additional pickup/drop arrives at the destination with a tampered seal or without the seal intact then (i) the Carrier shall be liable for any shortage or damage claims with respect to such shipment and (ii) the shipper shall have the right, in its sole discretion, to deem the entire shipment damaged, adulterated/contaminated and unsalvageable, without the need for any inspection and the Carrier shall be liable for the full value of the shipment. Carrier is required to weigh shipment within 50 miles of departing each shipper. If carrier fails to weigh shipment within 50 miles of departing each shipper, any citations/expenses incurred due to the equipment and/or shipment weight will be the carrier's sole responsibility. Carrier must meet and comply to shipper requirements at the facility. All drivers must wear masks or facial coverings to the extent required by laws or facilities. **Carrier must be in full compliance with the Food Safety Modernization Act (FSMA), if applicable. By accepting the shipment, Carrier agrees that the driver has consented to receiving text messages and/or phone calls from or on behalf of Coyote.**

Approval for payment of detention is contingent upon the following eligibility requirements:

- 1) Carrier must report facility departure time and total detention hours within 24 hours of shipment delivery at the final facility.
- 2) Carrier must provide proof of the on time arrival and departure times in the form of a BOL or other shipping document with arrival and departure times notated by facility within 24 hours of shipment delivery at final facility.

Route Directions

Carrier acknowledges that any routing instructions from the shipper herein are being provided for convenience only, and the Carrier may choose the route.

Signature Line

By signing below, BRZ agrees to the terms and conditions set forth below and provided herewith, if any.



Rate Confirmation

Load 29427130

Stop 1: Pick Up

Pick Up C011095381; Numbers C011095381	Appointment Scheduled For Tue 06/27/2023 at 15:00	Facility Notes **DRIVER MUST ARRIVE WITH OWN SEAL ** Seal # Must be Notated on BOL. If Not Followed Carrier is Responsible for Shortage Claim. Pallet Count: 33 -Driver Must Arrive at Shipper and Consignee Wearing a Facial Covering. Any Driver That Does Not Arrive with a Mask Will be Turned Away -Driver Required to Scale at Shipper. Any Overweight Issues/Reworks Will Be Carrier's Responsibility if Not Scaled on Site. -Can Try to Work-In Before Appt, Up to Warehouse -Can Work-In After Appt, NO DETENTION and Must Hit OTD. -Accessorials Must Be Reported at Time of Occurrence.
Confirmation None Numbers	Driver Work No Touch	
Facility Customized Distribution Services		
Address 8400 Industrial Blvd Breinigsville, PA 18031	SLIC N/A	
Contact Jill Kutzler Phone +1 (610) 336 0500 x210		

Stop 1 Requirements

Check In As Coyote Must Provide & Apply Seal Lumper Receipt Required

Commodity	Exp Wt	Pieces
Detergent	34,723 Lbs	2,446
Detergent	3,331 Lbs	501
Total	38,054 Lbs	

Stop 2: Delivery

Delivery 0418073427-P92; Numbers 703880; 0418073432-P92; 703881; 36545127	Appointment Scheduled For Wed 06/28/2023 at 07:00	Facility Notes -Accessorials Must Be Reported at Time of Occurrence.
Confirmation None Numbers	Driver Work Lumper	
Facility C & S Whole Grocers Inc		
Address 47 OLD FERRY RD Brattleboro, VT 05301	SLIC N/A	
Contact Hunter Brooks Phone +1 (802) 257 6405		

Stop 2 Requirements

Check In As Coyote Must Provide & Apply Seal Lumper Receipt Required



Rate Confirmation

Load 29427130

Commodity	Exp Wt	Pieces
Detergent	34,723 Lbs	2,446
Detergent	3,331 Lbs	501
Total	38,054 Lbs	

Charges				Contact	
Description	Units	Per	Amount	Send invoices to: 960 Northpoint Parkway Suite 150 Alpharetta, GA 30005	Please contact Coyote at 877-626-9683 if the charges are incorrect.
Fuel Surcharge	298.00	\$0.480	\$143.04		
Flat Rate	1.00	\$856.960	\$856.96		
Total			USD \$1,000.00		

Agreement					
Carrier	Riki Transportation Inc			Broker	Coyote Logistics, LLC
USDOT	3119062			Rep	Jared Soderholm
Phone	None			Title	Sales Rep
Email	shawn@rtbrz.com			Phone	+1 (773) 365 6497 x2228
Fax	None			Fax	+1 (773) 365 7804
				Date	06/26/2023 13:42

By signing below, BRZ agrees to the terms and conditions set forth below and provided herewith, if any.

Name and Title (Print)

Signature

Date

PLEASE SIGN THIS AGREEMENT AND EMAIL TO Jared.Soderholm@coyote.com

Coyote Logistics, LLC is an Equal Opportunity Employer



Rate Confirmation

Load 29427130

Terms and Conditions

The Broker-Carrier Agreement or Carrier Agreement (in each case, the "Agreement") between Coyote Logistics, LLC, a Licensed Property Broker - USDOT # 2236410, and BRZ is amended by the verbal agreement between Jared Soderholm of Coyote Logistics, LLC hereafter referred to as BROKER, and Shawn of BRZ hereafter referred to as CARRIER, dated 06/26/2023.

This confirmation is subject to the terms of the Agreement and this document constitutes an amendment thereto. If the CARRIER has not signed the Agreement, then the rate shown above is the agreed individually negotiated rate and no other rate shall apply including any carrier tariff rate or terms.

THIS LOAD SHALL NOT BE DOUBLE BROKERED. No additional charges not listed above may be added by the CARRIER. Any additional charges must appear on a revised confirmation sheet signed by the BROKER. CARRIER must include signed copy of the shipper's bill of lading and any other proof of delivery with invoice to BROKER. Rates, except as specifically designated above, are inclusive of any fuel surcharge. CARRIER certifies that it is in compliance with all requirements of the California Air Resources Board (CARB) that are applicable to the scope of CARRIER's operations, including, but not limited to: Statewide Truck and Bus Regulations, Transport Refrigeration Unit (TRU) Regulations, Tractor-Trailer Greenhouse (GHG) Gas Regulations, and Drayage Truck Regulations. CARRIER also warrants that it is in compliance with any comparable requirements of the Environmental Protection Agency (EPA) and other states, where applicable. CARRIER shall be responsible for any fines imposed on BROKER and/or shipper resulting from noncompliance.

CARRIER hereby confirms that it maintains applicable and valid insurance without exclusions that would prevent coverage for the items listed above. CARRIER has at least \$100,000.00 in cargo insurance and \$1,000,000.00 in automobile liability coverage. CARRIER further confirms that in transporting the shipment described hereinabove, it will comply with all U.S. DOT and FDA regulations applicable to its operations while transporting said shipment, including, but not limited to drivers' hours of service, and the Food Safety Modernization Act (FSMA), if applicable. CARRIER agrees to the attached requirements from the shipper, if any.

ALL LOADS ARE SUBJECT TO ELECTRONIC TRACKING

By accepting this shipment, CARRIER agrees that it has obtained a written agreement from each driver transporting a shipment tendered by BROKER to CARRIER pursuant to the Agreement in which each driver provides all necessary consents to (i) receiving text messages and/or phone calls from or on behalf of BROKER and (ii) allowing BROKER or its vendor to track such driver's location while transporting such shipment. CARRIER shall comply with all applicable laws relating to the collection, use, storage, retention, disclosure, and disposal of any information CARRIER provides to BROKER, including information regarding the drivers transporting shipments. CARRIER shall indemnify, defend, and hold BROKER and its affiliates harmless from and against any and all claims, damages, liabilities, losses, actions and expenses (including attorneys' fees) arising out of or in connection with CARRIER's breach of this Section. This Section shall survive the expiration or termination of the Agreement between BROKER and CARRIER.

Operational Requirements – Henkel Corporation

1. Safe and environmentally sound Transports. Carrier/Service Provider shall ensure that:

- The driving personnel checks the operational and transport safety of its trucks and equipment before each transport.
- Loading, stowing and cargo securing, done by the loading personnel, is checked professionally by the drivers, where possible (prior to departure after each delivery stop for all shipments).
- Reliable securing of the cargo without interruption until the last place of unloading is reached, except for departure from initial origin point on shipper load, count, and seal shipments, per Title 49 CFR.
 - Securing the cargo again after partial unloading, or
 - Road traffic and weather related checks of the cargo as to secure stowage during transportation.

2. Identification – Requirements for Loading

Before goods are loaded, or carrier taking control and ownership of cargo, the driver has to identify himself at the place of loading by providing Henkel shipment ID number, carrier shipment reference number, and approved form of personal identification.

3. Requirements for the vehicle, its equipment and the material for cargo securing

The vehicle and its equipment must meet the statutory and official regulations per Title 49 CFR, as well as the Henkel requirements and instructions for the goods which were communicated with the transport-order, i.e., temperature controlled trailer, flat bed, dry van, ocean 40', 48' or 53' size if communicated, etc.

The management of the transport company should always supply equipment that is fit for the operation to be carried out and meets all applicable legal requirements.

The vehicle must be in a road worthy condition, clean and odor-free, as well as fit for purpose.

4. Requirements for Drivers. Carriers shall ensure that:

- Only reliable and well-trained, driving personnel with a valid driving license and sufficient practical experience is ordered for transports. If Hazardous Materials are transported, the driving personnel have to carry on-board a valid driving license for this purpose. The driving personnel is provided with all the information and documents, which are required for a safe and professional execution of the transport-order, i.e., for the handling of the technical equipment, temperature requirements, etc.
- The driving personnel wears the necessary personal protection equipment during loading and unloading (e.g. safety shoes) if applicable or required by origin or destination facility.
- The truck wheels are blocked/chocked during loading with a minimum of one chock, unless notified by shipper said equipment is not available
- The drivers do not drink alcohol or take drugs. Smoking is forbidden in plant and distribution center areas.
- The drivers observe driving and resting times, as regulated in statutory/official regulations.
- And if mutually agreed the driver may be responsible for unloading the truck at a mutually agreed and contract rate.

5. Delivery Service: Lead-Times / Times of Loading /Time-Frames. Carrier shall ensure that:

- The goods are picked-up at the places of loading at the dates ordered by Henkel.
- The goods are delivered punctually according to the agreed time schedule.

- They provide appropriate support in complying with customer/consignee instructions and demands upon delivery as far as they are not contradictory to Broker's instructions.
- An immediate notification of Broker is given, in the event of delays in the transport route, and disclosure of the reason for the delay and the expected new date of delivery.
- An immediate notification of the Broker is given, in the event of complaints about the quantity and quality of goods recorded in written form by the consignee upon receipt.

6. Weighing / Measuring

If required at or near the places of loading, the Carrier shall monitor and control weighing and/or measuring, for the purpose of identifying and resolving over weight issues.

7. Accidents / Damages

Accidents involving Henkel shipments, shall be reported without delay to Broker. Accidents must be investigated to identify the causes and recommend corrective measure(s). The results of the investigation must be documented and should be available on request of Broker. Delivery shortages, transport damages or loss of goods are to be notified to Broker without delay, irrespective of cause or responsibility. No attempt will be made by Carrier to deliver damaged goods unless directed by Broker.

1. Carrier Quality Requirements

1. The Carrier must agree to meet the GMP requirements to ensure that the drug products being transported are shipped in trailers that are maintained in a clean condition and meet GMP requirements.
2. The Carrier must agree must ensure that trailers designated for finished product transit must be inspected to prevent cross contamination from environmental conditions (visual, off-odor) and pests. The transport truck trailer shall not include any perishable products.
3. The Carrier must ensure the finished packaged product integrity is maintained in a controlled and monitored environment to prevent damage, destruction, or security of the finished packaged product.
4. The Carrier shall attempt to deliver, without delay or travel interruption that could potentially impact the integrity of the finished packaged product. If there is a delay due to a breakdown, where environmental or security factors could affect the integrity of the finished packaged product, Henkel Logistics is required to be informed of the event(s).
5. In the event that the Carrier sub-contracts any transit of Henkel finished packaged product to a third party, Henkel Logistics must be notified and approve of such sub-contract.
6. The Carrier must ensure that the finished packaged product has not been damaged or compromised during transit.

For Shipments originating out of Silgan Plastics Facility:

Silgan Trailer Sanitation Requirements

- These requirements pertain to all Inbound and Outbound shipments for the Silgan Plastics Ottawa, Ohio, facility
- Trailers will be inspected by a Silgan employee before loading/unloading.
- Physical cleaning of trailers if required to assure conformance to requirements.
- Treatment of trailers with insecticide if necessary (must be done off Silgan property).
- Trailers supplied to Silgan for transportation of finished goods and raw materials are to be in clean condition, in good repair, and of adequate design for intended purpose.
- Trailers dedicated for loading are to be supplied with doors and/or hatches closed & sealed.
- Walls must be intact. Doors must be weather tight and undamaged so that closure or sealing is possible.
- Interior of trailers must be in good repair and free of dirt, debris, insects, oil, odors, voids, broken boards, exposed nails or metal that could puncture or otherwise damage products.
- Movable bulkhead and other load restraining equipment must be in good operating condition.
- Residue in the form of liquid, grain, flour, dried by-products of meat or other animal or human food items that cannot be completely removed by sweeping or vacuuming shall be cause for rejection.

- Trailers will be inspected for accessible voids behind double wood or metal walls, bulkheads, and bulkhead tract wells.
- Vehicles with side walls that contain raw agriculture products such as grain, etc.... that can harbor insect or rodent infestation or otherwise contaminate the product during transit must be rejected unless such residue can be removed.
- If any signs of infestation are noted, the trailer shall be rejected for loading until the Carrier cleans it, treats it off site with insecticide if necessary or otherwise reconditioning it to meet requirements or replace it with a trailer that does meet the requirements.
- The Carrier is responsible for the treatment of their trailers. Should they use any chemicals or pesticides treating their trailers the Silgan Pesticide Use Report must be completed before the trailer may be used.
- The trailers are to be free of openings that could draw exhaust fumes, water and/or condensation and other foreign materials.
- Trucks standing at Dock shall have engines off.
- Any dropped trailers will have the doors closed until backing to the dock.
- Doc appointments between 7:00AM – 3:00PM contact Val Verhoff or Jackie Peckinpough. Detention is paid after 2 hours from appointment time.
- If applicable (Refrigerated trailers shall not to be utilized for transporting Silgan products.)

Code of Conduct / Requirements Profile

Code of Conduct

Dear Business Partners

Our Vision is to be a leader with brands and technologies that make people's lives easier, better and more beautiful. Based on this Vision, we have formulated ten fundamental Values:

1. We are customer driven.
2. We develop superior brands and technologies.
3. We aspire to excellence in quality.
4. We strive for innovation.
5. We embrace change.
6. We are successful because of our people.
7. We are committed to shareholder value.
8. We are dedicated to sustainability and corporate social responsibility.
9. We communicate openly and actively.
10. We preserve the tradition of an open family company.

Henkel's Vision and Values form the basis for a series of behavioural rules which we have specified in our **Code of Conduct** and **Code of Corporate Sustainability** <http://www.henkel.com/codes>.

In order to assure full compliance with regards to Henkel's Code of Conduct, and to avoid any Code of Conduct related conflicts we kindly ask you to read and understand Henkel's Code of Conduct carefully.

Additionally Henkel would like to highlight article 5.Conflict of Interest and 7.Treatment of business partners in particular.

Whenever during the relationship with Henkel you want to notify any irregularity, please contact Henkel central Compliance Line immediately under following telephone number:

United States and Canada

1-888-662-7878

ARTICLE 5: Conflicts of interest

The following situations can, in particular, give rise to possible conflicts of interest:
Business relationships

- Business relationships with a company in which an employee, a relative or a friend of an employee has a direct or indirect stake in the form of a significant shareholding.
- A specific transaction with another company in which a relative or friend of an employee is involved or has a financial interest on the side of the other company concerned.
- Transactions with former employees or that directly involve friends or relatives of an employee.

ARTICLE 7: Treatment of business partners

We expect our suppliers and service providers to respect our ethical standards, including the principles of the Global Compact, and to act accordingly.

Within the marketplace, Henkel enhances its standing through the quality and value of its innovative products and services. We make decisions on the basis of known economic criteria, within the bounds of relevant laws, standards and norms.

We are honest in our dealings with others, obeying all applicable laws and corresponding regulations governing fraud, bribery and corruption, and avoiding even the appearance of a conflict of interest.

Acceptance and granting of incentives, gifts and favors

To retain the trust of others and sustain long-term relationships, we recognize the need to avoid even the appearance of a conflict between personal interests and the interests of Henkel. As employees of Henkel, we acknowledge our responsibility to conduct ourselves in a manner that ensures that no personal dependencies, obligations or commitments arise. We may not permit ourselves to be influenced in our business decisions and actions by either gifts or any other type of benefit or incentive. It is recognized that giving or accepting such gifts could put Henkel at legal risk, while also undermining our customer relationships and reputation.

To this end, no employee of Henkel may, in the course of their business activity, either directly or indirectly, demand, accept, offer or grant incentives or rewards that would be unethical. This applies with respect to individuals, companies and also public institutions.

The only recognized exception is that of generally accepted customary, occasional, or promotional gifts of small value, in keeping with local mores and customs. Also permitted are acts of hospitality and other favors provided they are legally permissible and of verifiable small value. In order to preclude any suspicion of any attempt to influence business decisions, strict standards are applied when judging the value of a consideration and when deciding whether the consideration is in line with local mores and customs.

As stated in our Values, we are dedicated to sustainability and corporate social responsibility. What we mean by this is conducting our business activities responsibly – throughout the value chain, worldwide. As our supplier and business partner, you are a key element in this value chain. From our close business contacts over the years you know that we expect our suppliers to conform to our ethical standards, including the principles of the **Global Compact**, a United Nations business initiative to support nine internally proclaimed principles in the area of human rights, labor and the environment, and to act accordingly.

Further information concerning our Vision and Values and Sustainability at Henkel can be found on our website <http://www.henkel.com/sustainability>.

Requirements Profile

I. General requirements

The service provider is expected to carry out the activity of distributing the goods marketed by Henkel offering outstanding service and reliability.

The quality of the transportation is an important factor to sustain the quality of the transported goods. The goods are to be transported safely and in an environment-friendly way and without impairing their quality; also customers' wishes must be taken into consideration. The resulting requirements for the forwarders and carriers are high.

The goal, in addition to quality assurance, is to achieve the optimal safety within transportation, especially where dangerous goods are involved.

The goal of this requirements profile, is to ease the adaptation of the logistics service providers to common requirements of the chemical industry. Thus the service provider and its employees have a reliable and binding basis from which to operate. The requirements profile contains basic requirements of the chemical industry which may be completed with company-specific demands.

The contractor's obligation to adhere to statutory regulations and official requirements is not affected.

II. Quality/Environmental Management Systems

II.1. Quality Management

II.1.1. EN ISO 9001

The SERVICE PROVIDER is obliged to apply for a quality system as per ISO 9001 et seq. (it is mandatory for deliveries to automotive customers or tier suppliers of automotive customers) or comparable methods/standards. This includes compliance with statutory requirements.

II.1.2. Organization

The SERVICE PROVIDER is obliged to document the persons/departments responsible for the QM System in the organisation. The SERVICE PROVIDER appoints a Quality Officer. The names of these officers must be communicated to HENKEL. The Quality Officer assures the proper filing of HENKEL's QM documents and QM records. Changes in responsibilities will be notified to HENKEL without necessitating a request.

II.1.3. QM Training Courses

The SERVICE PROVIDER will regularly train the responsible persons regarding the implementation of the QM System. The matters covered in the training course, the attendees and the date of the training course shall be verified using QM records.

II.2. Environmental Management System

II.2.1. EN ISO 14001

HENKEL recommends the establishment of an EMS as per ISO 14001 or comparable methods/standards. If the SERVICE PROVIDER arranges for certification in accordance with such an EMS, needs to notify HENKEL thereof.

II.2.2. Establishment of an EMS

If the SERVICE PROVIDER has established an EMS in accordance with Article 1.1.1., the provisions of Article 1.1.2. to 1.1.4. apply accordingly to an EMS. Furthermore, the SERVICE PROVIDER shall instruct and train his personnel with regard to the EMS System.

II.3. Responsible Care – Responsibility and Obligation

Within the scope of this document HENKEL would like to highlight the concept of "Responsible Care" in the context of Logistics. HENKEL lives the following seven principles and needs and expects your commitment towards them:

- Products are produced safely and environmentally friendly.
- The production causes no health risks and as little as possible environmental pollution.
- Workplace safety is assured through a holistic approach.
- The management system ensures the compliance with environmental and security standards.
- The motivation of employees is achieved through mandatory training.
- The transfer of technology is carried out systematically across the entire company.
- The dialogue with employees and the public is performed actively.

We are confident, that with your active support, we will achieve the implementation of these seven guiding principles across HENKEL logistics. We are confident, that with your active support, we will achieve the implementation of these seven guiding principles across HENKEL logistics.

II.4. Safe and environmentally sound Transports

The Service Provider shall ensure, that:

- the driving personnel checks the operational and transport safety of its trucks & equipment before each transport.
- loading, stowing and cargo securing, done by the loading personnel, is checked professionally by the drivers. The operational road safety and road worthiness is the responsibility of the Logistic SERVICE PROVIDER.
- reliable securing of the cargo without interruption until the last place of unloading is reached:
 - securing the cargo again after partial unloading or reloading
 - road traffic and weather-related checks of the cargo as to secure stowage during transportation.

The SERVICE PROVIDER will be held responsible for all claims, resulting from disrespecting the abovementioned requirements.

III. Identification - Requirements for Loading

Before goods are loaded, the driver must identify himself at the place of loading and at least verify:

- the accuracy of the statements in the consignment note as to the number of packages and their marks and numbers,
- the apparent condition of the goods and their packaging and if the goods are not damaged in any way. If damaged observe, report immediately to Henkel and follow Henkel instructions. In case of damage driver will fill damaged report with clear photos that show the damaged and labels on the pallets,
- that pallets are not damaged in any way and can carry the load of the goods,
- that all DG label are mentioned on the goods, if relevant,
- that has all documents (e. g. COA, DN, Invoice) to be signed by the end customer,
- that when it applies to bulk / tank cargo - must ensure the proper instructions, mandatory procedures in such situations and local regulations are followed and observed,
- that checklist where available (Container Checklist) is properly signed.

If Requested by end-customer, Carrier has to reserve a time slot for unloading also using electronic communication systems (e.g. Mercarion).

In case of rail transport the Convention concerning International Carriage by Rail (COTIF) applies in Europe and associated countries with most of the appendices to COTIF (CIV, CIM, RID, CUV, CUI, APTU and ATMF Uniform Rules).

III.1. Requirements for the vehicle, it's equipment and the material for cargo securing

The vehicle and its equipment must meet the statutory and official regulations to enable placing of the goods on the vehicle so that they will not injure persons, cause vehicle instability in transit, shift or move within the vehicle or fall from the vehicle.

The SERVICE PROVIDER must always supply equipment that is fit for the operation to be carried out and meets all applicable legal requirements.

The vehicle must be in a road worthy condition, clean and odour-free, as well as fit for purpose in accordance to booking order.

Overall Henkel requires that at least in particular the vehicle meets and enables compliance with the following norms with further amendments or as per local country equivalents:

- EN 12641/12642 – Strength of vehicle body structure
- EN 283 – Test requirements for swap bodies
- EN 284 - Requirements for the construction of swap bodies
- EN 12195 – for security measures, chains and lashing
- ISO 1496 and ISO 1161 – in terms of transporting containers

IV. Requirements for Drivers

The SERVICE PROVIDER must ensure that:

- vehicle is suitable for the load to be transported and meets the requirements of the load securing plan,
- vehicle is in sound and clean condition and it is properly closed,
- all current valid certificates for load restraint points on the vehicle used for the securing of the load, are available,
- transport document is completed and signed (If dangerous goods are transported, the driving personnel has to carry on board a valid ADR driving license and all needed approvals and documentations requested depending on means of transport or local country equivalent),
- only reliable and well-trained driving personnel with a valid driving license and enough practical experience is ordered for transports,
- the driving personnel is provided with all the information and documents, which are required for a safe and professional execution of the transport - order, i.e. for the handling of technical equipment and must check if the vehicle is not overloaded during loading operations and it is properly sealed,
- the driving personnel must ensure all personal safety measures not only when obliged to operate special equipment during loading and unloading so as to securely manage cargo
- in/out (including bulk / tank) - cases where driving personnel is responsible for unloading/loading the truck/container/tank (no applicable in KSA/USA/CA),
- driving personnel must ensure the vehicle is blocked during loading/unloading,
- driving personnel must follow instructions by Henkel personnel on site and stay in the designated waiting zones,
- driving personnel must not stay in the truck during loading,
- driving personnel do not drink alcohol or take drugs, smoking is as well forbidden in plant areas,
- driving personnel observe driving and resting times, as regulated in statutory/official regulations and laws, driving personnel do not transport other people in the truck while working for Henkel unless approved by Henkel and SERVICE PROVIDER

V. Employment of Subcontractors

If the SERVICE PROVIDER does not transport the goods himself, it may only use FMCSA-authorized subcontractors.

The SERVICE PROVIDER shall contractually require that any subcontractors do meet the same requirements profile in accordance with the requirements profile.

VI. Temperature Requirements of the Goods during the Carriage

As certain articles in the product ranges are sensitive to temperature, the SERVICE PROVIDER shall perform the carriage over the entire route in line with the requirements of the goods (delivery Service: Lead - Times / Times of Loading / Timeframes etc.).

The SERVICE PROVIDER ensures:

- that the goods are taken over at the places of loading at the dates and time ordered by Henkel.
- that the goods are delivered punctually according to the agreed time schedule. SERVICE PROVIDER to contact customer to confirm this.
- that the customers sign the delivery notes or gives his remarks. The signed delivery notes are returned by the driver and submitted for POD in the Henkel system where applicable.
- support in complying with customer/consignee instructions and demands upon delivery as far as they

are not contradictory to the principal's instructions.

- that in the event of delays in the transport route, provides immediate information to HENKEL and discloses the reason for the delay and the expected new date of delivery.
- that in the event of complaints about the quantity and quality of goods – this is recorded in written form by the consignee upon receipt and HENKEL is informed, that if for any reason a delivery delay occurs (which contains dry ice), dry ice should be replenished to maintain the required temperature.

VII. Transport - Documents / Accompanying Documents

Henkel shall provide all necessary transport documents required for the specific delivery. Example: Delivery Note, Sending Note, Certificate of Origin/Quality/Analysis, Commercial Invoice/MSDS/Bill of Lading etc. Henkel shall provide the requisite instructions for Customs and other formalities and where applicable Power of Attorney for export / imports declaration (when requested and required based on most recent published INCOTERMS and CMR unless agreed and specified otherwise).

The SERVICE PROVIDER is legally obliged to archive the signed documents (duration as per local law regulation) and provide it on request to Henkel (when physical copy is mandatory). Documents can be exchanged and stored electronically in that case SERVICE PROVIDER must ensure proper document handling and authentication while submitting to Henkel system.

The SERVICE PROVIDER where obliged is to provide information on shipment status (track and trace) to Henkel or a Henkel named IT-System Provider.

VIII. Weighing / Measuring

If requested at the places of loading, the SERVICE PROVIDER agrees to tare/unload weight, gross and control weighing and/or measuring (if applicable by local law).

IX. Accidents/ Damages

Accidents shall be reported without delay as required to the agency set forth in the emergency sheet or, in case of non-dangerous goods, to the address provided by the principal. In addition, he shall inform the relevant distribution department of Henkel. SERVICE PROVIDER needs to provide full support and cooperation to Henkel that is deemed necessary to provide adequate assessment of the accident involved. Furthermore, transport damages and loss of goods are to be notified to Henkel by the SERVICE PROVIDER without delay, irrespective of cause of responsibility.

In both instances notification to Henkel should be done no later than within 24 hours since the occurrence.

X. Refusal of Acceptance/Returns

If a Henkel customer refuses to take possession of the delivered goods, the Service Providers shall inform Henkel thereof without delay to permit a clarification on site whenever possible.

If the acceptance of the goods is nevertheless refused, the reasons shall be documented on the consignment note and shall be confirmed by a responsible employee of the consignee.

Damaged goods whose acceptance was refused shall be delivered to specified by Henkel.

Undamaged, saleable goods shall for the time being be returned to the nearest handling point of the SERVICE PROVIDER. At a time agreed with Henkel and the consignee, if appropriate, the SERVICE PROVIDER shall make the second delivery of the Consignment whose acceptance was initially refused. If the acceptance of undamaged, saleable goods is then finally refused, the Consignment concerned shall be delivered to the place of loading where the goods had been originally taken over.

Returns will be collected only based on a return document from the Henkel SAP system and only from customers that Henkel preapproved and defined that has no none returns agreement.

XI. Dangerous Goods

Safety adviser

The SERVICE PROVIDER shall appoint one or more safety advisers, which shall be announced to Henkel's safety adviser. The Henkel safety adviser or one of his deputies shall be authorized to execute dangerous goods audits.

Training

The SERVICE PROVIDER'S personnel involved in handling dangerous goods have to be educated on in accordance with all dangerous goods regulation.

The driver must be trained in dangerous goods and this has to be documented by drivers training certificate. The driver and his crew shall carry means of identification which include a photograph in accordance with ADR (or local country equivalent) and all regulations and laws in the United States.

Documents

The driver shall only use the dangerous goods documents according to ADR/local equivalent (or applicable COTIF (CIV, CIM, RID, CUV, CUI, APTU and ATMF Uniform Rules) which are handed over by Henkel and all regulations and laws in the United States.

Dangerous goods equipment

The management of transport / carrier must ensure that the driver is in possession of the equipment which are described in ADR (or local country equivalent) as well as the personal protection described in instruction in writing according to ADR (or local country equivalent. The driver shall be able using this equipment in case of incident.

Security

The SERVICE PROVIDER, carrier and hauler are compliant to all dangerous goods regulations and especial in ADR¹ (or local country equivalent).

Audit.

Henkel reserves to right to audit SERVICE PROVIDER service performance, in each case subject to a mutually agreeable nondisclosure agreement. In particular quality, safety, health and environment policies performed and executed for Henkel as part of service delivery at advance notice of at least two weeks prior audit date. HENKEL shall at no time have access to SERVICE PROVIDER's systems.

XI.1. References:

- ADR - The European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) CIV - Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV) - Appendix A to COTIF
 - CMR – Convention on the Contract for the International Carriage of Goods by Road The CMR is a consignment note with a standard set of transport and liability conditions, which replaces individual businesses' terms and conditions. The CMR note confirms that the carrier (i.e. the road haulage company) has received the goods and that a contract of carriage exists between the trader and the carrier.
 - <https://www.cit-rail.org/en/rail-transport-law/cotif/>
 - https://www.unece.org/trans/danger/publi/adr/adr_e.html
 - <https://www.en-standard.eu/csn-en-12641-2-swap-bodies-and-commercial-vehicles- tarpaulins-part-2- minimum-requirements-for-curtainsiders/>
 - <https://www.ecta.com/>
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AMMPL (BME) Code of Conduct

I Preamble

The Association Materials Management, Purchasing and Logistics (AMMPL or “BME” in German) represents some 6,700 members, including 1,500 corporate members. AMMPL membership reflects all sectors and types of companies, including industry and trade, banks and insurance companies, public institutions, energy providers, right down to logistics providers.

The AMMPL and its members are aware of their social responsibility. All those involved in the procurement process as intermediaries between their own company and suppliers in each of the supply markets bear a particular responsibility towards their own company, towards customers and suppliers, towards the environment and towards society.

The conduct of the companies and their employees is guided in particular by the values of integrity and fairness.

The AMMPL Code of Conduct is a voluntary code that is intended to put substance behind the interest of the Association Materials Management, Purchasing and Logistics and its members in upholding fair, sustainable, responsible ethical principles of conduct.

The AMMPL Code of Conduct applies to any company that signs / accedes to it, along with its management and employees, and it is intended as a basis for all business relationships of the signing / acceding company.

The ethical principles spelled out in this AMMPL Code of Conduct are grounded in the basic principles of the UN Global Compact (appendix), the ILO conventions, the United Nations' Universal Declaration of Human Rights, the UN Conventions on the Rights of the Child and the Convention for the Elimination of All Forms of Discrimination of Women as well as the OECD Guidelines for Multinational Companies. The following Numbers II to V constitute minimum standards and are intended to prevent situations that may call into question the integrity of the companies and their employees.

The signing / acceding company observes the principles of the Global Compact and in its management practices seeks to ensure that they are upheld.

II General Principles, Laws and Statutes

The signing / acceding company commits to upholding its societal responsibility in all business dealings.

In all its business activities and decisions, the signing / acceding company commits to respecting the laws in effect and any other applicable provisions in the countries where it is active. Business partners are to be treated fairly. Contracts are to be upheld, whereby changes in the framework of the business environment are to be taken into consideration.

III 1. Corruption / Anti-Trust Law / Forced Labour / Child Labour

a) Corruption

In dealing with business partners (customers, suppliers) and state institutions, the interests of the company and the private interests of employees on both sides are to be kept strictly separate. Actions and (purchasing) decisions are to proceed independent of considerations which do not concern the business at hand and which involve personal interests.

Current anti-corruption criminal law is to be upheld. Among other things, the following is to be observed:

Criminal Acts in Dealings with Public Officials

The granting of personal advantages (in particular benefits in kind such as payments and loans, including the giving of smaller gifts over a longer period of time) by signing / acceding companies and their employees to public officials (such as civil servants or public employees) with the objective of gaining advantages for the signing / acceding company or oneself or for third parties, is not permitted.

Criminal Acts in Business Dealings

Personal benefits in kind in exchange for a favoured position in business dealings may not be offered, promised, granted or approved. Nor may personal benefits be demanded or accepted in dealings with business partners. The signing / acceding company must require from its employees that they will not allow any such benefits to be promised to them.

The management and employees of a signing / acceding company are not allowed in the course of business dealings to offer, promise, demand, give or accept gifts, payments, invitations or services that are provided with the aim of influencing a business relationship in a prohibited way or with whom there is the risk of jeopardising the professional independence of the business partner. This generally does not apply to gifts and invitations that fall within the bounds of normal business practice with regard to hospitality, convention and courtesy.

The signing / acceding company can issue a binding policy with regard to the giving and receiving of gifts, invitations to business entertainment and events. This policy can specify exceptions with respect to appropriate gifts of small value and of a symbolic nature, reasonable business meals and reasonable company events as well as those of business partners (customers, suppliers). The policy is to be transmitted to AMMPL and communicated within the signing / acceding company as well as towards existing and potential business partners (disclosure).

The signing / acceding company shall designate a person who can be contacted when employees of the signing / acceding company are in a conflict of interest or are uncertain whether a conflict of interest exists or could arise.

b) Conduct vis-à-vis Competitors (Anti-trust Law)

The signing / acceding AMMPL member company respects fair competition. Thus the signing / acceding company adheres to existing laws that uphold and promote competition, in particular prevailing anti-trust laws as well as laws that regulate competition.

In dealing with competitors, these provisions in particular prohibit collusion and other activities aimed at influencing prices or conditions, dividing up sales territories or customers or using prohibitive means to inhibit free and open competition. Furthermore, these provisions prohibit agreements between customers and suppliers by which customers are to be enjoined in their freedom to autonomously determine their pricing and miscellaneous conditions when reselling (determination of pricing and conditions).

Given the fact that it can be difficult to distinguish between prohibited cartels and legitimate collaboration, the signing / acceding company shall designate a person who can be contacted in case of doubt.

c) Forced Labour

The signing / acceding company rejects every form of forced labour.

d) Child Labour

The signing / acceding company respects the regulations of the United Nations on human rights and children's rights. In particular, the signing / acceding company commits to complying with the Convention concerning the minimum age for admission to employment (Convention No 138 of the International Labour Organisation) as well as the Convention concerning the prohibition and immediate action for the elimination of the worst forms of child labour (Convention No 182 of the International Labour

Organisation). If a national regulation concerning child labour provides for stricter measures, these shall have precedence.

III 2. Principles promoting Social Responsibility

a) Human Rights

The signing / acceding company respects and supports compliance of internationally- recognised human rights.

b) Discrimination

The signing / acceding company commits, within the scope of prevailing laws and statutes, to opposing all forms of discrimination. This applies in particular to unfair treatment on the basis of gender, race, disability, ethnic or cultural origin, religion or world view, age or sexual orientation.

c) Health Protection

The signing / acceding company guarantees protection of workers in the workplace and workplace health protection within the scope of national provisions. The signing / acceding company supports continuous advancement of this process towards improvement of the working environment.

d) Fair Working Conditions

The signing / acceding company respects its employees' right of association within the bounds of prevailing laws and statutes.

e) Environmental Protection

The signing / acceding company is committed to sustainably upholding the goal of environmental protection for current and future generations. Laws passed for the protection of the environment are to be obeyed. The signing / acceding company is to support environmentally-minded actions on the part of its employees.

f) Company Secrets

The signing / acceding company commits its employees to safeguarding trade and company secrets. It is forbidden to divulge confidential information, as well as confidential documents, to third parties without proper authorisation or to provide other forms of access to them, unless proper authorisation has been granted or it has to do with publicly available information.

IV Suppliers

The signing / acceding company is called upon to communicate the basic principles of this AMMPL Code of Conduct Section III 1 to its immediate suppliers, to promote the compliance of the content of the AMMPL Code of Conduct Section III 1 to the best of its ability among its suppliers and to require them to also adhere to the AMMPL Code of Conduct Section III 1. The signing / acceding company is further called upon to recommend to its suppliers to in turn call upon their suppliers to follow the AMMPL Code of Conduct.

V Compliance

The signing / acceding company is at liberty to introduce further codes of conduct with higher requirements of ethical practice for itself and its employees.

The signing / acceding company commits to informing its employees of the provisions governed by the AMMPL Code of Conduct and the obligations that result from it.

The signing / acceding company commits, in particular, to developing and, as needed, adapting guidelines and processes so that the company will comply with the principles of this AMMPL Code of Conduct.

The signing / acceding company is to provide AMMPL with a responsible contact for the AMMPL Code of Conduct, who can speak definitively on behalf of the company about compliance with the AMMPL Code of Conduct. The signing / acceding company is to undertake to ensure through appropriate organisational preparations that the signing / acceding company and its management complies with the AMMPL Code of Conduct. This is achieved in particular by the introduction and maintenance of appropriate controls and plausibility checks.

APPENDIX

United Nations Global Compact

The Ten Principles

The Principles of the Global Compact are based on a universal consensus and are derived from ...

- The Universal Declaration of Human Rights
- The International Labour Organisation's Declaration on Fundamental Principles and Rights at Work
- The Rio Declaration on Environment and Development ...
- The United Nations Convention Against Corruption

The Global Compact asks companies to embrace, support and enact, within their sphere of influence, a set of core values in the areas of human rights, labour standards, the environment, and anti-corruption:

Human Rights

Principle 1: Businesses should support and respect, within their sphere of influence, the protection of internationally proclaimed human rights; and...

Principle 2: make sure that they are not complicit in human rights abuses.

Labour Standards

Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining; ...

Principle 4: the elimination of all forms of forced and compulsory labour;

Principle 5: the effective abolition of child labour; and

Principle 6: the elimination of discrimination in respect of employment and occupation.

Environmental Protection

Principle 7: Businesses should support a precautionary approach to environmental challenges,

Principle 8: undertake initiatives to promote greater environmental responsibility; and

Principle 9: encourage the development and diffusion of environmentally friendly technologies.

Fighting Corruption

Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

