

MTH Retail Group

Logistics Handbook



Version of January 2025

Standards for (commercial) goods acceptance for all current (as below) and future companies of the MTH Retail Group

- PL Handelsgesellschaft mbH for the brands LIBRO & PAGRO
- PAGRO Direkt für Großkunden GmbH, (hereinafter "PAGRO DIREKT")
- MTH Logistik GmbH, AT-Guntramsdorf (hereinafter "MTH Logistik")
- MÄC GEIZ Handelsgesellschaft mbH, DE-Landsberg (hereinafter "MÄC GEIZ")
- (Hereinafter referred to jointly as MTH Retail Group)

1. Foreword

The companies

- PL Handelsgesellschaft mbH for the brands LIBRO & PAGRO
- PAGRO Direkt für Großkunden GmbH, (hereinafter “PAGRO DIREKT”)
- MTH Logistik GmbH, AT-Guntramsdorf (hereinafter “MTH Logistik”)
- MÄC GEIZ Handelsgesellschaft mbH, DE-Landsberg (hereinafter “MÄC GEIZ”)

are companies of the affiliated MTH Retail Group. The validity of these guidelines also extends without separate indication to new companies of the MTH Retail Group at home and abroad.

This document represents binding guidelines in conjunction with goods deliveries to all companies of the MTH Retail Group. Specific requirements of the MTH Retail Group as well as the GS1 / ECR recommendations were considered when drawing up this standard.

These guidelines apply as a supplement to the existing terms and conditions of purchasing / business of the MTH Retail Group or the ordering distribution channel or purchasing company as amended.

The supplier must ensure that these standards are complied with when collaborating with a distribution channel of the MTH Retail Group. Deviations are only possible in conjunction with a separate written agreement.

Please direct any questions regarding this logistics manual to the email address of the respective site manager for your delivery location. Make sure to include the relevant sales line in your inquiry

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2. MTH Retail Group logistics sites

2.1 in Austria:

MTH Logistik GmbH

Central Warehouse for LIBRO, PAGRO DISKONT

Industriestraße VI 4

A-7052 Müllendorf

Managing Director, Logistics Management: Ulrich Skasik

Tel: +43 (676) 899 13 316

Fax: +43 (0) 2682 66 720-201

Email: u.skasik@mth-retailgroup.com

Goods acceptance times: Monday to Friday 6 AM to 2 PM

Deliveries to MTH Logistik **must** always be reported 72 hours before delivery in writing via aviso@mth-retailgroup.com. The delivery day specified on the order, the number of pallets, the number of articles as well as the anticipated arrival time (3-hour time window) must be indicated here and the scanned delivery note enclosed with the order. **The binding time window is always announced or the written advice confirmed by MTH Logistik during the opening time.**

Special circumstances of the Müllendorf site:

The delivery must always be made on machine-capable EURO or CHEP pallets. As a rule, Euro pallets or CHEP pallets made from wood may only be loaded with maximum 1000 kg including wood **owing to our automated conveyor system.**

The maximum height of 1,600 mm including pallet must not be exceeded. Other preferred heights including pallets correspond to our height classes in the high-bay warehouse <=1,200 and <=1,600 mm.

Exceeding the maximum pallet height including wood of 1,600 mm requires a separate agreement with Logistics Management!

PAGRO Direkt für Großkunden GmbH
FN 456342t Wr. Neustadt; ATU 71224668

Wiener Strasse 125

A-2700 Wiener Neustadt

Logistics Contact: Mr Österreicher A.Oesterreicher@pagrodirekt.at

Tel: +43 (0)2622 64220

Fax: +43 (0)2622 25340

Mobile +43 (0)676 899 18 106

www.pagrodirekt.at

Goods acceptance times: Monday to Thursday 8 AM to 2 PM, Friday 8 AM to 12 noon.

Deliveries to PAGRO DIREKT Warehouse in Wiener Neustadt must always be reported 48 hours in advance in writing to aviso@pagrodirekt.at. Here the binding delivery date according to the order and the number of pallets must be indicated and the delivery note enclosed with the order.

The advice notice is then confirmed by PAGRO DIREKT.

2.2 In Germany

MÄC GEIZ Handelsgesellschaft mbH

HRB 13277, AG Stendal, VAT Reg. No.: DE 815211500

Zörbiger Straße 6b

DE-06188 Landsberg

Logistics Contact: Thomas Bachmann t.bachmann@mth-retailgroup.com

Tel.: +49(0)34602 / 438-4151

Fax: +49(0)34602 / 438-4402

Goods acceptance times: Monday to Friday from 6 AM to 5:30 PM.

Special conditions:

The notified delivery deadlines and the corresponding time windows are binding. Should unforeseeable delays or problems relating to delivery arise, please contact us immediately via the responsible dispatcher. The relevant contact information can be found on the order.

Pallets:

Only Euro pallets that can be put into storage in accordance with the EPAL regulation or Chep pallets and always delivered without pallet overhang. Disposable pallets are not permissible. (Exceptions are pallets that have Euro dimensions / 0.80 x 1.20 m) In case of delivery on disposable pallets without Euro dimensions we charge a standard lumpsum fee for disposal and expenses. As a rule, Euro pallets are excluded from replacement. Defective Euro pallets are excluded from replacement.

Pallet weight:

The total weight of a pallet must not exceed a weight of 750 kg.

Load height:

Corresponding to the relevant written agreement, the pallets must be delivered with a maximum load height of 1.05 metres (CCG I – including 15 cm pallet height) or 1.95 metres (CCG II – including 15 cm pallet height). The agreement must be strictly complied with. Deviations must be discussed and agreed in writing beforehand.

3. TERMS AND CONDITIONS OF DELIVERY

Unless otherwise agreed with a supplier (for instance purchase agreement, terms and conditions contract, annual agreement etc.), the liability shall only pass over to the MTH Retail Group once the goods are unloaded.

Appropriate means of unloading and unloading areas shall be made available to the suppliers or forwarding agents for unloading the goods at the warehousing sites.

Unloading is only carried out via the ramp on the rear of the truck. No unloading from the side or from small transporters.

All guidelines indicated in this Handbook are based on GS1 or ECR standards.

4. LOGISTICS DATA QUERYING

A logistics data query has been developed for coordinating the logistics options between the supplier and MTH Retail Group. This serves to map all data relevant for a delivery to the MTH Retail Group (order dates, delivery dates, time window, minimum order quantities etc.).

5. DELIVERY DAY & DELIVERY TIME WINDOW

The order and delivery times agreed with the MTH Retail Group are binding and must be complied with. The deliveries must be made on the agreed delivery date (=delivery date of the order, not before and not after) as well as during the goods acceptance times of the relevant logistics site.

If additional delivery windows have been agreed, compliance with these is also binding. If applicable, acceptance of the goods will be denied. The MTH Retail Group reserves the right to pass on indirectly and directly resultant costs or damage claims of any kind to the supplier on account of failure to comply with the specified delivery schedules and time windows.

5.1 Central warehouse goods acceptance times and advice notice

For all site-specific procedures (e.g. goods acceptance times, advice notice guidelines, pallet standards, contact addresses etc.) of DIREKT, please refer to the list for the individual logistics sites!

6. COMPLETENESS OF THE DELIVERIES, GOODS AVAILABILITY

The ordered articles must be delivered in complete form, i.e. the correct articles in the correct amounts according to the order. To ensure this, the supplier will ensure the current goods availability.

As a rule, partial deliveries are not permitted without exceptional written approval!

Multiple deliveries or incorrect deliveries are not recognised as a rule. Any costs (for example storage costs, handling costs, destruction costs etc.) resulting from multiple and incorrect deliveries will be charged to the supplier according to expense.

7. DELIVERY PAPERS

A corresponding delivery note must be provided with each delivery. A delivery note must be drawn up for each order number. The MTH Retail Group reserves the right to deny acceptance if the order number is absent from the delivery note. If several orders or order numbers are received for a delivery schedule, the same number of delivery notes shall be enclosed. Delivery notes must be issued on a truck-by-truck basis, i.e. if an order number is delivered with two trucks, two delivery notes must be issued by the supplier.

Each order or order number must be delivered on a separate pallet. If the quantity of an order is too high for a pallet, a corresponding number of pallets must be used, which do not exceed the maximum dimensions per pallet described below. Intermediate pallets must be used when delivering multiple orders. Compliance with the safety data sheets (classification by the manufacturer) is mandatory for deliveries of **hazardous substances (ADR hazardous goods)**.

A CMT consignment note must be enclosed with consignment in compliance with the statutory CMR regulation. If the law stipulates the provision of further documents (e.g. accompanying documents for excise duty declarations), these must also be handed over to the MTH Retail Group in a suitable form and manner upon delivery.

The carrier must register at the goods acceptance and present the papers before docking.

The ECR standard delivery note must be used as a delivery note (**see Figure 1: ECR delivery note**).

Figure 1: ECR delivery note

Firmenlogo <small>(1) (des Lieferanten bzw. Versenders)</small>		Anschrift <small>(2) (des Lieferanten bzw. Versenders)</small>	
Lieferschein		<small>(3) Warenempfänger:</small>	
<small>(3) Lieferadresse:</small>		<small>(4) Versender bzw. Lieferant:</small>	
<small>(4) Abladeort:</small>		<small>(7) Kundennummer:</small>	<small>(10) Bestellnr.:</small>
		<small>(8) Lieferbedingungen:</small>	<small>(12) Lieferdatum:</small>
		<small>(9) Lieferscheinnummer:</small>	<small>(13) Uhrzeit:</small>
		<small>(10) Bestellnummer:</small>	<small>(14) Datum:</small>
<small>(15) Bestell- u. Lieferscheinnummerncode:</small>			
<small>(17) Pos.</small>	<small>(18) Menge</small>	<small>(19) ME</small>	<small>(20) Inhalt/ME</small>
			<small>(21) Artikelbezeichnung</small>
			<small>(22) EAN der Menge</small>
			<small>(23) freies Feld</small>
<small>(24) freies Textfeld:</small>			
<small>(25) Lademittel, Art und Menge:</small>		<small>(26) Volumen:</small>	<small>(27) Bruttogewicht:</small>
		Mare vollständig übernommen:	Datum:
<small>(28) Stampfle und Unterschrift</small>			

No.	Content	Number of printed areas	M/K*
1	Company logo of the supplier or sender	3x35	M
2	Address of the supplier or sender	4x40	M
3	Delivery address: the location at which the goods are unloaded	7x35	M
4	Unloading area; precise designation of the gate or point at which the goods are to be unloaded at the goods recipient	2x35	K
5	Goods recipient: Address of the are at which the goods are received	4x40	K
6	Address of the supplier if the sender is indicated at Point 1	4x40	K
7	Customer number, which is indicated at the supplier or sender	1x27	K
8	Precise delivery terms and conditions of the sender	3x27	K
9	Delivery note number	1x27	M
10	Order number, under which the delivery was made	1x27	M
11	Order /Delivery note number in the form of a GTIN 128 Codes	5x75	K
12	Delivery date: Date on which the delivery is to be made	1x12	M
13	Anticipated delivery date	1x12	K
14	Date on which the delivery note was issued	1x12	M
15	Date on which the order is made	1x12	K
16	Number of pages in the delivery note	1x12	M
17	Increasing item number on delivery note – up to 25 lines	1x2	M
18	Amount of ordered GTIN	1x7	M
19	Quantity unit (e.g. items, carton, rod, can, crate)	1x5	M
20	Content per quantity unit In case of equalised goods: e.g. 12x150 g, 6 cans, 8 packages In case of variable-weight goods the charge weight, e.g. 135.25 kg	1x10	M

21	Precise article designation **	1x22	M
22	GTIN of the ordered amount	1x14	M
23	Free field for product-relevant delivery information, e.g. MHD, customer article number	1x10	K
24	Free text field for other information such as statutory required data (see Point 8).	2x75	K
25	Type of loading material: Pallet, CHEP pallet, roller container ... Quantity: precise number of loading materials	4x28	K
26	Volume of the delivery including loading material and packaging	1x20	K
27	Gross weight of the delivery including loading material and packaging	1x20	K
28	Company stamp and signature of the goods acceptor	3x40	M

Figure 2: ECR delivery note field description

If this is not possible, the delivery note must include at least the following data:

- Address of the supplier or sender
- Exact delivery address (the location at which the goods are unloaded)
- Order number under which the delivery was made
- Delivery date (date on which the delivery is to be made)
- Article number of the distribution channel
- Article number of the supplier
- Increasing item number on delivery note/CMR
- GTIN (formerly EAN code) of the relevant article
- Number of pallets
- Delivery quality
- Quantity unit (e.g. items, carton, ...),
- Content per quantity unit (e.g. kg, cans, ...)
- Precise article designation
- for AT: ARA licence number

The order of the items on the delivery note should correspond to the order on the original MTH Retail Group order.

If the delivery papers contain an incomplete or erroneous indication of legally stipulated specifications and/or those specified in the certification standard, the MTH Retail Group shall be without recourse and without compensation to the supplier.

All data on the delivery notes must correspond to the associated delivered goods.

If the delivery notes are attached on the goods, these must be clearly visible and attachable to the goods so that the documents cannot slip out of place.

If a delivery note is not attached, the MTH Retail Group will reject the acceptance.

8. SHELF READY PACKAGING

We expect you to implement the ECR (Efficient Consumer Response) Shelf Ready Packaging (SRP) recommendation, insofar as realisable. We understand this as secondary packaging, which is optimised as marketing-compatible shelf packaging. This must satisfy the following functional requirements:

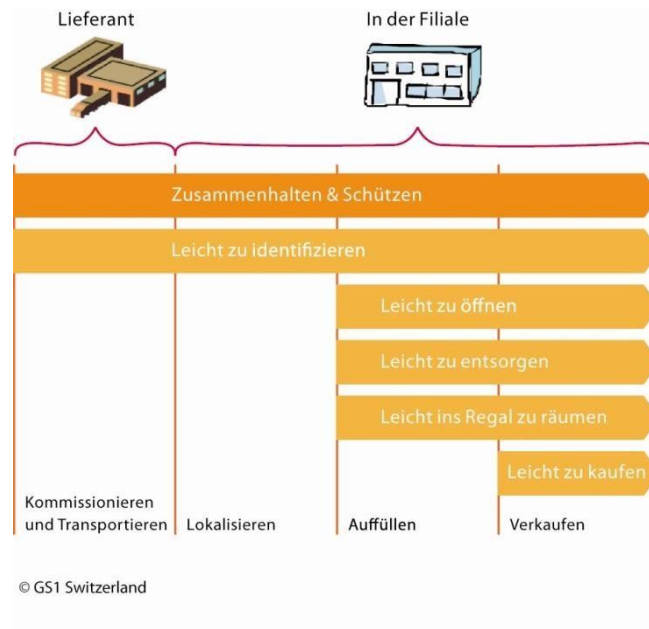


Figure 1: Functional requirements for SRP

We are gladly available for coordinated joint implementation. Please contact The responsible buyer or logistik@mth-retailgroup.com

9. TRANSPORT CONTAINERS / LOAD CARRIERS

Unless expressly agreed contractually otherwise, only machine-compatible EURO or CHEP pallets with the basic dimensions 800 x 1,200 mm may be used.

Black foil sheeting on pallets is only permitted in exceptional cases!

Disposable pallets are only permitted after written agreement with the relevant Logistics Management. The EPAL guidelines must be observed for delivery to German sites.

<http://www.epal-pallets.de/de/produkte/tauschkriterien.php>

9.1 Euro pallets

These pallets must correspond to the basic dimensions of 800 x 1200 x 144 mm (ÖNORM A 5300 / EPAL) and must be marked with EUR on the right corner block.



Figure 2: Euro pallet

9.2 Chep pallets

Displays can be delivered on ¼ Inka, ½ or ¾ CHEP pallets based on their structure, but these must stand on a Euro pallet upon delivery.



Figure 3: Example of CHEP pallet (1/4)

9.3 Euro pallets as transport container

9.3.1 Pallet loading weight

The specific situations prevailing individually at each logistics site can be found in the regulations there.

9.3.2 Overstacking of pallets

Stacking beyond the outline of the pallet must be avoided. If the outline of the transport unit is exceeded, the MTH Retail Group reserves the right to reject the goods or charge the resultant costs for the pallet restacking to the supplier according to expense.

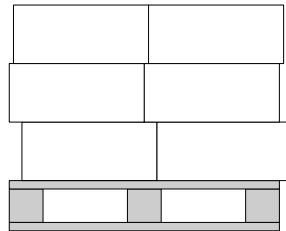


Figure 4: Overstacking of a pallet

9.3.3 Pallet height

Only the specific circumstances indicated individually for each logistics site apply, see Point 2.

9.3.4 Replacement procedure for reusable transport containers (Euro, Chep)

The normal gradual replacement procedure applies for the replacement. Standard pallets in a normal usable and transportable condition are replaced.

Transport carriers are defective – and hence non-replaceable – if they do not satisfy the construction and replacement criteria specified in the UIC information leaflets 435/2 and 435/4 in the European Pallet Pool for EUR flat pallets:

- A top edge or base board is damaged to the extent that more than one nail or screw shaft can be seen
- Absence of the markings EUR on the right as well as the rail mark on the left
- Absence of a board
- If a block is missing or the block is split to the extent that more than one nail is visible
- Breakthrough by a board
- More than two top edge or base boards are damaged to the extent that more than one nail or screw shaft can be seen

A poor general condition of substandard components can also be reasons for a rejection. Thus transport carriers are deemed to be no longer replaceable if the load bearing capacity can no longer be ensured due to rotten or decayed wood as well as due to significant splitting on boards or blocks. If the cleanliness of the goods to be transported is imperilled due to severe dirt on the pallet, acceptance of the transport carrier can also be rejected, with the result that no replacement pallet has to be handed out in recompense. Further obvious characteristics for non-replaceable pallets would be worked substandard components, such as too thin boards or too narrow blocks, which do not correspond to the requirements of the UIC standards. The colour of the pallet per se is not a quality criterion and not therefore a criterion for or against a pallet replacement!

CHEP pallets are handled corresponding to the CHEP leasing procedure.

9.4 Displays (Sales help)

Displays may be delivered with a weight of max. 100 kg, unless a divergent delivery is **agreed in writing!** Ideally, displays should have basic dimensions of 400 x 600 mm, 800 x 600 mm or 1200 x 800 mm or close flush with the pallet.

In addition, each display must be provided with its own article number and marked with its own GTIN or EAN-13 barcode. (This does not apply to MÄC GEIZ) The number of displays must be indicated as a quantity of delivery notes.



Figure 5: Display

In addition, a corresponding transport securing device must be provided on the Euro pallet and each individual display with strapping. If a strap is absent, this shall be provided at the MTH logistics site at the expense of the supplier.

Displays should be delivered on ½ Chep, ¼ Chep). If displays are delivered on Euro pallets, these must be able to be stacked individually.

10. UNMIXED PURITY

If pallets are used as logistical units, each pallet must be delivered with unmixed purity of goods, insofar as the orders permit this.

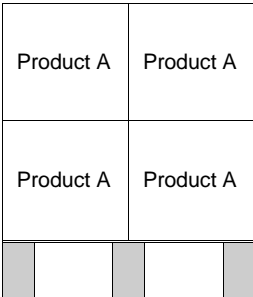


Figure 8: Unmixed pallet

If the order quantity of an article in respect to height and/or weight does not enable a full capacity utilisation of the pallet, the delivery must be made unmixed in layers. The unmixed layers must be separated via an intermediate pallet (layered or sandwich pallet). A layered delivery is only possible if the load bearing capacity of the articles located below is ensured and it is ensured that the lower layers cannot be damaged.

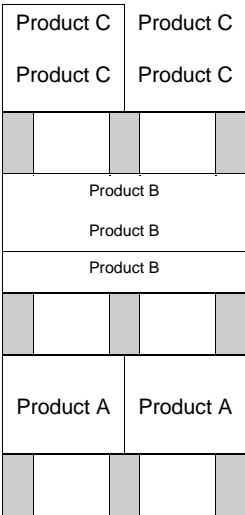


Figure 9: Layered / Sandwich pallet

If a layered delivery is not possible owing to smaller order quantities, mixed pallets are acceptable. The correct goods acceptance and identification of the individual products must be possible without restacking.

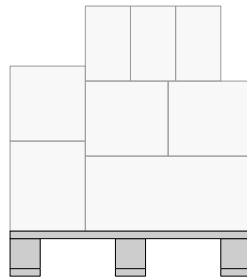


Figure 10: Mixed pallet

In each case, the packing units must be stacked so that the complete labelling of each packing unit (including best before date) is visible on the outside of the pallet.

If packages are used as logistical units, the same rules shall basically apply. Insofar as it is possible to fill the packages without mixing according to the underlying order quantities, this must be done.

11. TRANSPORT SECURING

In order to secure a safe shipment and minimise the risk of transport damage, all consignments prepared by the supplier for shipping must be packed securely for transport and tamper-proof, corresponding to the legal bases. The transport securing must also prevent the goods from sliding out of place.

12. IDENTIFICATION OF THE GOODS

All barcodes and identifications must correspond to the guidelines of GS1 or ECR.

All barcodes must correspond to the minimum requirement for the barcode

GTIN (barcode type): EAN-8,
 EAN-13,
 UPC-A,
 ITF-14 (Interleaved 2 of 5, only valid in Austria)
 GS1-128 (GS1-128, not valid for MÄC GEIZ)

Recommended module width: 0.35 mm
(if not otherwise possible from the product, minimum module width: 0.25 mm)

Maximum module width: 0.66 mm

Recommended minimum barcode height: 14 mm
(if not otherwise possible from the product, minimum barcode height: 8 mm)

Maximum barcode height: 52 mm

Quiet zone: the minimum height of the quiet zones depends on the type of barcode.

Left/Right rest zone in module widths: EAN-8 7/7; EAN-13 11/7; GS1-128 10/10; ITF-14 10/10

Minimum quality requirement according to ISO/IEC 15416, Class 3.0 (B).

Best contrast: black (matt) on white background



Figure 11: EAN 13 ¹

If the goods identification is absent or incorrect, the MTH Retail Group will pass on the costs it has incurred for the manual labelling on an expense basis.

12.1 Sales units and order units

Each article must be identified with a GTIN (formerly EAN code) in barcode form.

Repackaged articles must also be identified with their own GTIN in barcode form, for GTIN types see Point 12.

Repackaged articles are prefabricated order units or also repackaging order units fabricated or ready as specified by the MTH Retail Group due to production, whose content contains more than one retail sales unit.

The respective retail product EAN must not be visible on the repackaging.

Articles without retail product EAN or without repackaging EAN cannot be accepted. These will be returned to the supplier after consultation with the respective purchasing department or labelled at the expense of the supplier.

The goods must be delivered in the order unit ordered and/or repackaging in clearly identifiable form, as described at Point 10 Unmixed purity.

12.2 Shipping units (transport labels), not valid for Austria.

Each unmixed shipping unit must be identified with a transport label corresponding to the GS1/ECR standard. The data must be printed on the transport label in human readable form and in the form of barcodes.

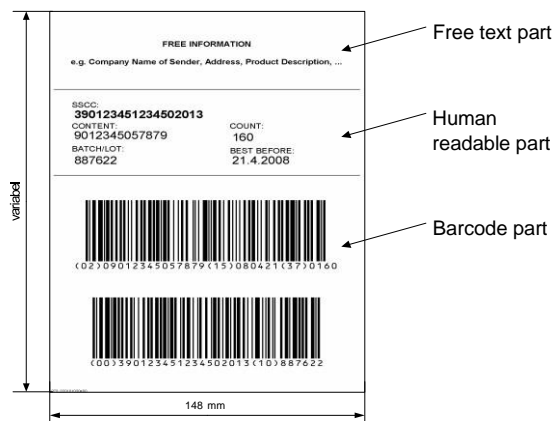


Figure 12: Layout of a standard transport label.

- The free text part can be used for the company name or company logo
- Depending on the composition of the shipping unit, the human readable part must be provided with the required information on the goods in plain text
- Depending on the composition of the shipping unit, the barcode part must be provided with the required information in the form of a GS1-128.

Ideally, each pallet must be provided with this transport label on four sides. Identification on a narrow side and a wide side of the pallet is mandatory. The labels must be attached at a height between 400 mm and 800 mm and a distance of 50 mm to the edge.

[Free online tool](#) (GS1 Print) for creating pallet labels (transport labels):

- Info on GS1 Print: <https://www.gs1.at/downloads-services/services/etiketten-erstellen-gs1-print.html> .
- Video GS1 Print: <https://www.youtube.com/watch?v=Z33gXbx2eIo&feature=youtu.be> . Online portal for GS1 Austria participants (myConnect): <http://myconnect.gs1.at/> Activation/Access data by email to: kundenservice@gs1.at SSCC: <http://www.gs1.at/gs1-leistungen-a-standards/gs1-id-nummern/sscc>

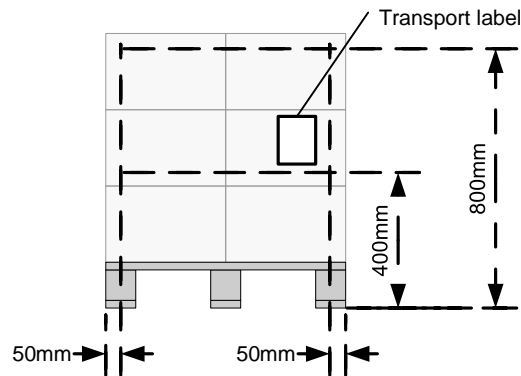


Figure 13: Transport label position

If the goods are delivered in the form of layered or sandwich pallets, each layer must be provided with its own transport label.

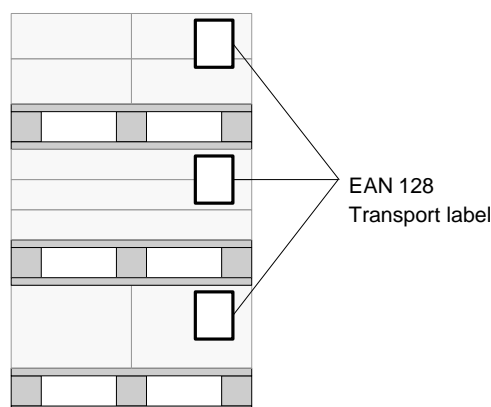


Figure 14: Position of the transport label on layered pallets

This transport label must always be provided with the SSCC (Application Identifier AI (00)) assigned to it. Supplementary to this, further information must be added to the transport label, depending on the composition.

12.2. 1 Unmixed (homogeneous) shipping unit with equalised commercial units

If the shipping unit contains a large number of standardised & equalised commercial units, a GS1 – 128 transport label must be attached to the pallet.

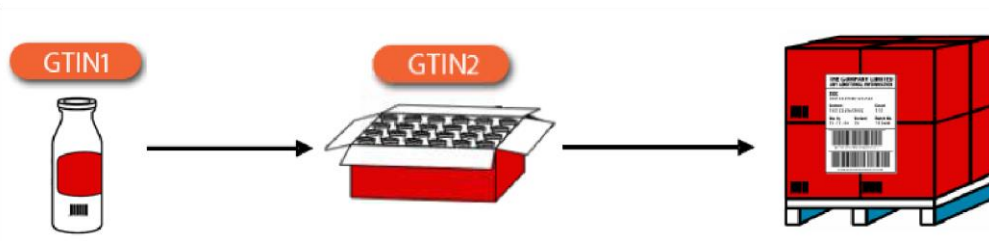


Figure 65: Homogeneous non-standardised shipping unit 1

The following content must be provided on the transport label:

- SSCC (AI 00)
- EAN / GTIN (formerly EAN code) of the goods contained in the transport unit of the highest packing hierarchy (AI 02)
- Best before date (AI 15) – if necessary in accordance with the law
- Quantity in items of the highest packing hierarchies (AI 37)
- Batch number (AI 10)

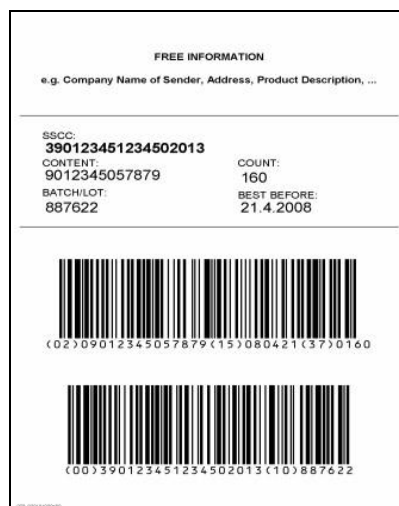


Figure 76: Example transport label for unmixed (homogeneous) pallet 2

¹ Source: GS1 Austria; ECR

² <http://www.gs1.at/Downloads> in print material brochure GS1 Austria Transport label [29.04.2008]

12.2. 2 Unmixed (homogeneous) shipping unit with non-equalised commercial units

If the shipping unit contains unmixed non-equalised commercial units, a GS1 – 128 transport label must be attached to the pallet.

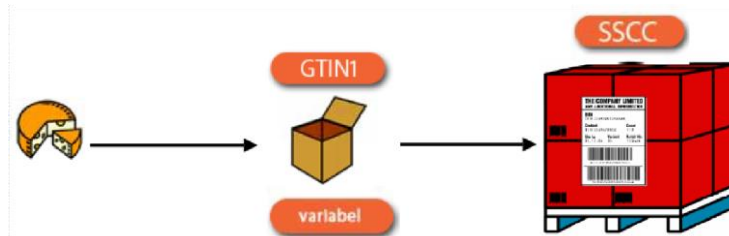


Figure 87: Homogeneous shipping unit with non-equalised commercial units 3

The following content must be provided on the transport label:

- SSCC (AI 00)
- GTIN of the goods contained in the transport unit of the highest packing hierarchy (AI 02)
- Best before date (AI 15) – if necessary in accordance with the law
- Net weight in kilogrammes (AI 310x)
- Batch number (AI 10)
- Quantity in items of the highest packing hierarchies (AI 37)



Figure 98: Transport label for unmixed pallet with articles varying in weight 4

³ Source: GS1 Austria; ECR

⁴ Source: GS1 Austria; ECR

12.2. 3 Unmixed (heterogeneous) shipping units

Unmixed shipping units must be marked by the SSCC AI (00).

These refer to shipping units, which contain various commercial units with different GTIN (formerly EAN code). This applies to both equalised and non-equalised commercial units.



Figure 109: Heterogeneous shipping unit⁶



Figure 20: Transport label for mixed pallet⁷

You can find individual examples for the creation of transport labels at:

<http://www.gs1-labelview.at>

13. MASTER DATA

Master data are the basis of our common business processes. EDI without GTIN (formerly EAN code) is inconceivable. Orders without corresponding packing contents will cause confusion. It is tremendously important for you and us to assign the same master data to a product.

Fully filling out the article listing sheet allows us to establish a common basis. The master data indicated in the article listing sheet must correspond to the data of the listed article. The supplier shall ensure that requested master data is made available to Purchasing/CM/Materials Scheduling.

Change to these master data may result during the course of a product life cycle. For example, update the packaging and change the GTIN at the same time. The carton size and/or carton content are adapted to new requirements.

Please inform us about all changes to article master data in writing.

This message must contain the following points:

- **Which article changes** (including your and our article number)
- **What changes** (GTIN, content, Intrastat data etc.)
- **When do we order the new article – current date**

Article master data changes (content changes, price changes) on open orders will result in a new order! Substitute deliveries on open orders are not acceptable. This information must be sent to your responsible Purchasing Team no later than two weeks before implementation of the article.

14. CONDITION OF THE DELIVERED GOODS

The supplier must undertake corresponding measures in order to avoid the delivery of defective products. If the delivered goods do not correspond to specifications agreed with the MTH Retail Group (colour, quality etc.), they are deemed to be defective.

The driver must report goods that have been damaged/impaired during transport to Goods Acceptance immediately after ascertaining such defect.

Damaged or defective goods will not be accepted by the MTH Retail Group.

15. COMPLAINT AND REJECTION OF GOODS

If the goods are rejected wholly or partially by the MTH Retail Group, the procedure below must be followed.

The supplier must receive the goods unsolicited within 3 working days after indication of a defect in writing. If this does not occur, the goods will be put into storage automatically at the expense of the supplier. If, within 3 working days after indication of a defect, the supplier advises collection of the goods within a reasonable period and this period elapses, the goods will automatically be put into storage at the expense of the supplier.

If the delivered articles or storage facilities do not correspond to the statutory hygiene regulations, the MTH Retail Group reserves the right to immediately dispose of the goods properly at the expense of the supplier.

In the event of a complaint or goods rejection, the supplier shall be liable for all consequential damage and any administrative costs such as the notification of defects, logistics costs, processing fees, destruction costs and legal charges or similar.

Only the outer carton and/or packing unit are considered in case of complaints for deliveries. This means that if a unit in the outer carton is absent or broken the whole packing unit will receive complaint as absent or broken.

1 Reasons for goods rejection

Quality defects upon delivery	Measure
No notification	No unloading, alternatively unloading against special costs
Delivery not on the agreed delivery date	No unloading, alternatively unloading against special costs
No delivery note upon delivery	Truck is parked at the rear until the delivery note is provided.
Transport units with mixed best before dates/batches/serial numbers, etc. per article	Complaint and rejection Rejection of the goods, reworking or identification of the goods against charge. Possible alternative: Short-term, immediate rectification of the defect by the supplier and at the expense of the supplier, for example relabelling, repacking, sorting, reworking, submitting missing or corrected documents etc.
Missing, defective or incorrect identification of goods (e.g. EAN)	
Not exceeding the agreed remaining life for articles with best before date	Rejection of the goods
The following delivery documents or absent legal specifications on delivery papers, e.g. EC safety data sheets, EC declarations of conformity	Rejection of the goods Possible alternative: corrected delivery papers are submitted immediately

The value for the specified temperature range was not complied with.	Rejection of the goods
Defective goods or sales packages, e.g. severely dented or torn open packages, air leakages, dents in tins, missing instructions for use, articles that do not correspond to the agreed specification, etc.	Rejection of the goods
Hygiene shortfalls	Rejection of the goods. and/or the subsequent costs for vermin attack demonstrably resulting from a supplier will be charged to the respective supplier.

This list does not claim to be complete!

16. RESULTANT ADDITIONAL EXPENSE

As indicated at Point 3, this Logistics Handbook is based on the recommendations of GS1 or the ECR standards by which the MTH Retail Group abides, and the supplier is also expected to implement these standards.

In the event of failure to comply with the MTH-specific guidelines described in this Logistics Handbook as well as standards and recommendations according to GS1 and/or ECR, the MTH Retail Group shall be without recourse and without compensation to the supplier, in particular the MTH Retail Group reserves the right to pass on the burden of the damage and extra expense it has occurred from such non-compliance to the supplier.

17. PESTS AND VERMIN CONTROL

The supplier must have suitable methods for vermin control in place. If pests or vermin are demonstrably transferred to the MTH Retail Group with the goods / delivery from a supplier, the supplier shall be liable for all subsequent costs incurred at the MTH Retail Group or its customers.

18. MISCELANEOUS

These guidelines apply as a supplement to the existing terms and conditions of purchasing / business of the MTH Retail Group or the ordering distribution channel or purchasing company as amended.

Changes or supplements to these guidelines require the written form. This also applies to waiving of the written form requirement.

If a provision of this Logistics Handbook is effective or proves to be unenforceable or if a gap becomes apparent, the validity of the remaining provisions shall not be impaired by such. The ineffective provision or gap shall be filled so that it comes closest in sense and purpose to the contractual agreement and intention of the parties.