



Contract for Logistics Services
Warehousing

– hereinafter referred to as “**Contract**” –

Concluded by and between

PT. Henkel Adhesives Technologies

Registered office: 3rd Floor, Nissi Bintaro Campus, Jl Tegal Rotan Raya No. 78,
Sawah Baru, Ciputat, Kota Tangerang Selatan, Banten, 15413, Indonesia

Registration number: 8120007971321

Tax number: 01.071.840.1-052.

PT. Henkel Indonesien

Registered office: 3rd Floor, Nissi Bintaro Campus, Jl Tegal Rotan Raya No. 78,
Sawah Baru, Ciputat, Kota Tangerang Selatan, Banten, 15413, Indonesia

Registration number: 8120219260664

Tax number: 01.301.841.1-431.000

PT. Henkel Footwear and Speciality Adhesives

Registered office: Jl. Pajajaran Raya No.121 /Ds. Kota Provinsi Gandasari,
Jatiuwung Kota Tangerang, Banten, 15137 Indonesia

Registration number: 81200310152281

Tax number: 01.331.161.8-052.000

collectively referred to as “**HENKEL**”

and

PT. CJ Logistics Service Indonesia

Registered office: Kirana Three Office Tower 17th Floor Jl. Boulevard Raya Kav.1
Kota Administrasi Jakarta Utara, DKI Jakarta, 14240 Indonesia

Registration number: 9120102172327

Tax number: 03.319.191.7-048.000

as the Service Provider – hereinafter referred to as: **“SERVICE PROVIDER”**

(each a **“Party”** and together referred to as the **“Parties”**)

under the following terms and conditions:

Preamble

HENKEL is engaged in the marketing and sales of products in the sectors of laundry and home care, beauty care as well as adhesives and technologies. SERVICE PROVIDER is a company performing forwarding and storage activities as well as logistics services.

HENKEL wishes to use the services of SERVICE PROVIDER within the framework of this Contract to ensure a high standard delivery of its products to its commercial partners, furthermore to have such products stored in a manner that facilitates their distribution.

When concluding this Contract, the Parties were aware of and bore in mind that the aim was to exploit synergies SERVICE PROVIDER can offer in terms of processes and costs, while preserving the quality of the products and services towards HENKEL's commercial partners during the distribution activities - thus, ensuring a high standard of logistics that meets the enhanced quality requirements befitting and supporting HENKEL's reputation.

The Contract was signed after and as a consequence of SERVICE PROVIDER submitting a bid in a tender issued by HENKEL. Nevertheless, the documents, papers and other information made available to SERVICE PROVIDER during the tendering process which were required to compile the bid and those furnished by SERVICE PROVIDER were purely for orientation purposes, they do not constitute part of the Contract and are only binding to the extent stipulated explicitly in the Contract.

Operative Part

HENKEL and the SERVICE PROVIDER acknowledge and agree as follows:

Scope of logistics services

- (1) SERVICE PROVIDER must provide and supply the Services to HENKEL in accordance with the terms of this Contract.
- (2) **"Services"** will mean for the purposes of this Contract, warehousing activities and each of the following:
 - a) Unloading of goods and put away in storage location
 - b) Goods receipt booking
 - c) Storage and inventory management
 - d) Order preparation
 - e) Dispatching and Goods issue booking
 - f) Pallets management
 - g) Stock-taking

- h) Quality control
- i) VAS (Value added service - labelling, repalletizing, shrink wrapping)
- j) All services, processes, procedures, obligations, responsibilities as described in Enclosure 3a.

HENKEL has provided SERVICE PROVIDER with historical data for the purpose of planning and as basis for calculations. HENKEL makes no warranty and provides no not guarantee the accuracy of these numbers and emphasizes that the figures have to be understood as best estimate and that no minimum charges apply. "Baseline" will mean for the purposes of this Contract, the baseline of the pallets described in Enclosure 4a. The SERVICE PROVIDER shall always be capable of providing capacity for 120% of the Baseline and, upon one (1) month's prior notice, be capable of providing 130% of the Baseline for goods stored by HENKEL. HENKEL will inform SERVICE PROVIDER about a change of the Baseline at least three (3) months in advance.

1. Location

- (1) The Services shall be rendered in the facilities of SERVICE PROVIDER at the address as is set out below (hereinafter referred to as "WAREHOUSE"):

Cikarang Warehouse Address: GIIC, Warehouse 6 Greenland International Industrial Center (GIIC) Blok BD No. 1 Kel. Sukamahi, Kec. Cikarang Pusat, Kab. Bekasi, Prov. Jawa Barat, Indonesia (17330)

Pasuruan Warehouse Address (will be replaced by Sidoarjo Warehouse in 2025): Jalan, Rembang Industri Raya No. 6 A-B, Desa Pandean, Kecamatan Rembang, Kabupaten Pasuruan, Jawa Timur 67153, Indonesia

Sidoarjo Warehouse Address: Jln. Veteran (Lingkar Timur) KM 5.5, Kawasan Industri dan Pergudangan Safe'N'Lock, Block AN 6301, 6302, Kec. Sidoarjo, Kab. Sidoarjo, Jawa Timur 61234, Indonesia

or such other appropriate location which the Parties may agree in writing in the future. SERVICE PROVIDER will provide all necessary storage capacity, equipment (including but not limited to IT hardware and software) and personnel in order to render the Services as requested by HENKEL and as agreed in this Contract.

- (2) All investments and costs necessary to provide the Services are deemed to be covered by and included in the prices agreed upon in Enclosure 4a. HENKEL shall not be held accountable for any costs incurred by the SERVICE PROVIDER in the performance of

this Contract. All other services, or material changes to the Services, which are not subject of this Contract, will be separately agreed between the Parties in writing.

- (3) The goods which are owned by HENKEL and subject to the Services ("Goods") shall be stored by SERVICE PROVIDER in accordance with all relevant laws and regulations, the requirements as prescribed in HENKEL's Code of Conduct and Enclosures 2a, 2b 3a and 3b of this Contract. SERVICE PROVIDER must ensure compliance of the WAREHOUSE with all relevant laws and regulations, such as building regulations, including fire protection regulations. Furthermore, the fire protection including sprinkler system must always be according to the current relevant and international standard NFPA (National Fire Protection Association) / FM Global and if the SERVICE PROVIDER is not able to do so, then HENKEL may terminate this Contract, without liability to the SERVICE PROVIDER, by giving the SERVICE PROVIDER ninety (90) days' prior written notice. SERVICE PROVIDER represents and warrants that, in performing the Services, it shall at all times comply with all rules, regulations and laws of all governmental authorities, which may be amended, replaced or re-enacted from time to time in all respect, as well as being solely responsible, at the SERVICE PROVIDER's own costs, for obtaining relevant necessary permits, authorizations, documents, clearances or licenses from relevant authorities.
- (4) SERVICE PROVIDER shall assure that the warehouse management system applied is able to handle storage according to the FEFO (first expire, first out) principle and has to support SSCC-Codes.
- (5) For the purpose of performing the Services, the minimum operating hours for the operation of the WAREHOUSE by the SERVICE PROVIDER (hereinafter referred to as the "**Minimum Operating Hours**") are:

Cikarang Warehouse (MDC)	Shift	Start	End	Break
Monday to Friday	Non-Shift	8:30 AM	5:00 PM	Mon - Thu: 12:00 - 01:00 PM Friday: 11.30 AM - 01:00 PM
Saturday	Non-Shift	8:30 AM	11:30 AM	No break
Sunday	Non-Shift	As per requested (H-I min) with Overtime scheme applied		

Sidoarjo Warehouse (DC)	Shift	Start	End	Break
Non-Shift Employee				
Monday to Friday	Non-Shift	8:30 AM	5:00 PM	Mon - Thu: 12:00 - 01:00 PM Friday: 11.30 AM - 01:00 PM
Saturday	Non-Shift	8:30 AM	11:30 AM	No break
Sunday	Non-Shift	As per requested (H-I min) with Overtime scheme		
Shifting Employee				
Monday to Friday	Shift 1	7:00 AM	3:00 PM	Mon - Thu: 12:00 - 01:00 PM Friday: 11.30 AM - 01:00 PM
	Shift 2	3:00 PM	11:00 PM	06:00 - 07 PM
	Shift 3	11:00 PM	7:00 AM	03:00 - 04 AM
Saturday	Shift 1	7:00 AM	12:00 PM	No break

Sidoarjo Warehouse (DC)	Shift	Start	End	Break
	Shift 2	12:00 PM	5:00 PM	No break
	Shift 3	5:00 PM	10:00 PM	No break
Sunday	Non-Shift	As per requested (H-I min) with Overtime scheme applied		

(6) During the term of this Contract, HENKEL may, on seven (7) days written notice to the SERVICE PROVIDER, direct that:

The Minimum Operating Hours be extended for a period of 30 consecutive days (and no more than three times in any consecutive twelve (12) month period); or

(a) Services be performed by the SERVICE PROVIDER outside the Minimum Operating Hours.

(7) The SERVICE PROVIDER must comply with any direction given by HENKEL pursuant to clause 1(6) of this Contract.

(8) Within 60 days of any direction given by HENKEL pursuant to clause 1(6) of this Contract, the Parties will mutually review and discuss any additional hours required and the remuneration to apply for such extended hours.

2. Audit

HENKEL reserves the right to have SERVICE PROVIDER's records inspected and audited by an independent auditor to ensure compliance with this Contract. Such audit and inspection may include, but not limited to the following:

- products and any other equipment related to the Services;
- documentation in support of claims;
- compliance with insurance requirements;
- compliance with government regulations;
- compliance with applicable laws, orders, rules and regulations;
- compliance with import and export requirements;
- compliance with quality requirements;
- compliance with physical security systems and practices;
- compliance with performance metrics.

After prior written notice, HENKEL shall be authorized to enter the Location, or any other location where the Goods are located and/or the Services are being performed, in order to satisfy itself that SERVICE PROVIDER is in compliance with its obligations under this Contract.

If a non-compliance of this Contract is found during the audit, the SERVICE PROVIDER shall reimburse HENKEL for all costs associated with the audit.

In case of cancellation of an audit on short notice by the SERVICE PROVIDER without any valid justification, the SERVICE PROVIDER shall pay the applicable cancellation fee. In the

event the SERVICE PROVIDER is of the opinion that there is valid justification for the cancellation, the SERVICE PROVIDER shall give HENKEL prior written notice setting out the reasons for the cancellation. Parties shall mutually agree whether such justification is valid grounds for the cancellation.

3. Process Obligations

Parties agree to the main operational process requirements, responsibilities and timings as described in the 'Order & Delivery Process' (Enclosure 3a) as well as in the "Requirements Profile Warehousing" (Enclosure 3b) and otherwise in this Contract. The process description and requirements, as is agreed in Enclosure 3a and Enclosure 3b, are binding. Changes can be agreed in written form by the Parties when improving performance or quality. SERVICE PROVIDER undertakes to design the operational processes for the Services in accordance with the stipulations of this Contract.

5. Prices, Service Level and Payment Terms

5.1. Prices

HENKEL shall remunerate SERVICE PROVIDER based on the actual activity level measured per month and the prices per activity as codified in the "Price Sheet Warehousing" (Enclosure 4a).

The invoicing process shall be set up in accordance with the invoicing system of HENKEL, i.e. SERVICE PROVIDER shall use the respective data on the actual activity level from HENKEL's SAP data to produce the invoices. Data shall be generated and calculated weekly and a monthly self-billing document payable to SERVICE PROVIDER, shall be issued. Parties shall cooperate to fulfil the formal legal requirements, if any, to use self-invoicing.

5.2. Service Level

HENKEL applies a performance-oriented payment system (POPS) with a clear intention to improve and secure service quality and not to penalize SERVICE PROVIDER. Therefore, HENKEL will remunerate 100% of the price for 100% of service fulfilment. HENKEL and SERVICE PROVIDER have agreed to apply the POPS and the service level as set out in Enclosure 4b. The Parties agree that payment according to the POPS will only start to be used three (3) months after Effective Date.

5.3. Payment terms

HENKEL has a standard payment terms process with all suppliers. Invoices are consolidated at the end of the month. Payment terms agreed upon and accepted by the Parties, shall be ninety (90) days after end of month "plus 5" (which means that payment is initiated on the 5th

of the fourth month following the month in which the service was executed; e.g. for the services executed in January payment will be initiated on May 5th).

Given the commercial practice and the nature of the commercial relationship under this Contract as well as taking into account the determination of the payment amounts that may be owed to the SERVICE PROVIDER, the SERVICE PROVIDER acknowledges and agrees that the payment terms as described in clause 5.3 are not considered as unfair to the SERVICE PROVIDER.

5.4. Price adjustments

All prices set out in Enclosure 4a, shall be valid until 31st December, 2027. Prices will be renegotiated after this period, and if necessary adjusted if necessary. Any such adjustment must not exceed a maximum percentage price increment of 3%.

The timeframe for the re-negotiation of the tariffs must not exceed four (4) weeks after any such validity date. In absence of a new agreement on prices, the last tariffs shall remain valid.

6. Term and Termination

6.1. Initial Contract Duration

This Contract shall be effective as of 1st January, 2025 ("**Effective Date**") for a period of three (3) years thereafter ("**Initial Term**").

6.2. Ordinary terms for termination

Parties are entitled to terminate this Contract at the end of the Initial Term by serving prior written notice of at least three (3) months to the other Party.

After the Initial Term, this Contract will be extended automatically for two (2) years ("**Extended Term**") unless terminated by either Party by giving the other Party six (6) months' written notice prior to the end of the Initial Term.

6.3. Extraordinary terms for termination

6.3.1. Lack of Service quality

HENKEL shall have the right to terminate this Contract, within the Initial Term or Extended Term, by giving the SERVICE PROVIDER three (3) month's written notice in the event the Service Level as set out in Enclosure 3b is below the Minimum Overall Target Service Level (85%) for two (2) consecutive months or for any three (3) months within a period of six (6) months.

6.3.2. Change in ownership, Insolvency and other grounds of termination

- (1) Without limiting its rights or other remedies, HENKEL may terminate this Contract, by written notice, with immediate effect:
 - (a) If SERVICE PROVIDER ceases to provide any of the Services for legal, technical, political or economic reasons and, as a consequence, continuance of the Contract cannot be reasonably expected;
 - (b) If an Insolvency Event occurs in respect of SERVICE PROVIDER;
 - (c) If SERVICE PROVIDER, for whatever reason, fails to obtain within a reasonable period, or is deprived of, any permit or licence required for the performance of its obligations under this Contract;
 - (d) If SERVICE PROVIDER ceases or threatens to cease to carry on its current business;
 - (e) If SERVICE PROVIDER determines that any change of applicable laws would make the performance of this Contract impracticable or unviable or commercially undesirable;
 - (f) IF SERVICE PROVIDER commits:
 - (i) non-compliance to any applicable laws or statutory requirements with respect to this Contract;
 - (ii) any breach of HENKEL's Code of Conduct or policies incapable of remedy;
 - (iii) any irremediable breach of any nature.
- (2) **"Insolvency Event"** means for the purposes of this Contract, each of the following events:
 - (a) an admission of insolvency by SERVICE PROVIDER;
 - (b) the execution of a writ or levy by a creditor against SERVICE PROVIDER;
 - (c) an act of bankruptcy by SERVICE PROVIDER;
 - (d) a debtor's application for bankruptcy is filed in relation to SERVICE PROVIDER;
 - (e) a creditor's application for bankruptcy is filed against SERVICE PROVIDER;
 - (f) the appointment of an administrator, controller, receiver or liquidator of SERVICE PROVIDER;
 - (g) a winding up order is made by a court in relation to SERVICE PROVIDER;
 - (h) a change in the beneficial ownership of any substantial shareholding in SERVICE PROVIDER;

- (i) the entering into any composition or arrangement between SERVICE PROVIDER and any of its creditors; or
- (j) if HENKEL is of the reasonable opinion that SERVICE PROVIDER lacks the financial capacity to perform all of its obligations under this Contract.

6.3.3. Breach of Contract

Should SERVICE PROVIDER be in material breach of the Contract, and does not remedy such breach (of where such breach is not capable of remedy, does not take all reasonable steps to prevent its recurrence) within fourteen (14) days of written notice to SERVICE PROVIDER by HENKEL specifying such breach and requiring its remedy, then HENKEL may terminate the Contract by giving a one (1) month written notice of termination of Contract to the SERVICE PROVIDER.

6.4. Written Form

Any termination shall be made by written notice to the authorized representative of the other Party or such person indicated in writing by the other Party.

6.5. Consequences of termination or expiry

- (1) The termination of this Contract will be without prejudice to any rights, obligations or liabilities of either Party generated or accrued prior to the date of termination.
- (2) The provisions of this Contract relating to confidentiality, warranty claims, limitation of liability, indemnities, governing law and jurisdiction, and other provisions that expressly or by their nature are intended to continue to have effect, shall survive termination or expiration of this Contract.
- (3) In the event of termination or expiration of this Contract:
 - (a) ownership over all Goods stored at the WAREHOUSE remains with HENKEL. Clauses 9.1 and 9.2 shall survive termination, thus SERVICE PROVIDER must not withhold, hold back or assert a lien over any Goods stored at its facilities.
 - (b) SERVICE PROVIDER must forthwith deliver to HENKEL all information belonging to HENKEL, as well as any other property or materials held by SERVICE PROVIDER in any form, whether electronic or otherwise, including all books of account, correspondence, and records relating to the Service provided hereunder which are in SERVICE PROVIDER's possession.

During the last two (2) months of the termination period or expiry of this Contract, HENKEL will only pay for actual volumes during the phase of reduction of inventories ("ramp-down") at the WAREHOUSE.

Upon the expiration of this Contract for any reason whatsoever, SERVICE PROVIDER shall provide HENKEL with all levels of transition assistance to ensure continuity of services. SERVICE PROVIDER shall forthwith deliver to HENKEL all information belonging to HENKEL,

as well as any other property or materials held by the SERVICE PROVIDER in any form, whether electronic or otherwise, including all books of account, correspondence, and records relating to the Services provided hereunder which are in SERVICE PROVIDER's possession.

During the termination or expiry period, HENKEL may at its sole discretion, transfer all inventories (taken at the time of the notice of termination) from the WAREHOUSE to a different location of its choice.

7. Liability and Insurance

7.1. General

SERVICE PROVIDER agrees and undertakes to indemnify and keep indemnified and hold harmless HENKEL, its successors-in-title, and assigns and its officers, servants and agents against all direct and documented losses liabilities, obligations, damages, judgments, deficiencies, claims, demands, suits, proceedings, arbitrations, assessments, costs and expenses, suffered or paid by HENKEL as a result of or arising out of a breach or breaches by SERVICE PROVIDER of any of the warranties, terms and conditions contained in this Agreement, any fraud, negligence, or wilful or intentional misconduct of SERVICE PROVIDER, its employees, agents, sub-contractors or representatives or any act or omission by SERVICE PROVIDER, its employees, agents, sub-contractors or representatives, that results in personal injury or death, or damage to property. SERVICE PROVIDER shall indemnify HENKEL against any and all claims, liabilities, damages, losses, taxes or expenses arising of the SERVICE PROVIDER's performance of the Services and its violation of law, including but not limited to, its dealing with relevant authorities in connection with bringing and taking Goods into/out of the WAREHOUSE.

7.2. Stock losses and damages

Furthermore, SERVICE PROVIDER is fully responsible to HENKEL for all damages caused by the loss of or damage to the Goods from the time of taking over the Goods in the WAREHOUSE to the time of dispatching them to HENKEL's customers unless SERVICE PROVIDER proves that the loss or damage of the Goods was caused by HENKEL.

The damages resulting from damage to and / or loss of the Goods stored shall be calculated on the basis of landed costs which is to be understood in case of:

- products produced in the country of the WAREHOUSE
as manufacturing costs plus transportation costs from plant to warehouse and all related logistics costs arisen as a result of such damage and/or loss appears.
- products imported to the country of the WAREHOUSE
as inter-company purchasing cost price plus all related logistics costs arisen as a result of such damage and/or loss appears.

7.3. Liability for loss of profit

Notwithstanding any provision to the contrary, the Parties shall have no liability whatsoever for any indirect or consequential losses, included but not limited to loss of profit, loss of sales, loss of business, loss of goodwill or reputation suffered by the other Party or a third party under this Contract. This exclusion shall not apply where same arises from fraud or criminal conduct or wilful or negligent conduct on the part of a Party, its employees, officers or authorized agents.

7.4. Hazardous Wastes Liability

SERVICE PROVIDER agrees to undertake the collection and temporary storage of hazardous waste (DG waste from traded goods ("TG") products) generated by PT. Henkel Indonesien. SERVICE PROVIDER, shall be responsible for the regular reporting and submission of the waste to a third-party logistics (3PL) vendor specializing in waste management, as appointed by HENKEL. The reporting and disposal process shall be conducted through the designated account, "SPEED," on the official website/link of the relevant environmental authority.

- (1) **"Hazardous Wastes"** will mean for the purposes of this Contract, substances that are without any safe commercial, industrial or economic usage that is stored and kept within the SERVICE PROVIDER's facility.
- (2) In the event of accidental spillage of Goods stored at the Warehouse as a result of the handling operations of Goods, the management of Hazardous Wastes such as but not limited to spill management, storage and disposal shall be within the sole responsibility of the SERVICE PROVIDER and at the sole expense of the SERVICE PROVIDER.
- (3) SERVICE PROVIDER, upon proper notification and request by HENKEL, shall manage the waste disposal of Goods stored in the Warehouse when it is deemed or reasonably considered by HENKEL as not adequate for commercial or industrial use. Notwithstanding anything to the contrary, the SERVICE PROVIDER shall defend, hold harmless and indemnify HENKEL from all liability, loss, claims and expenses which are caused or contributed to by SERVICE PROVIDER arising out of or in connection with the SERVICE PROVIDER's responsibilities in this Contract.

7.5. General Liability Insurance / Environmental Liability Insurance Permits

SERVICE PROVIDER shall conclude following insurance to hedge the risk of liability arising from the operation of the WAREHOUSE:

- Third Party Liability insurance with a reputable insurer with a cover sum of at least 5.000.000 Euro (five million Euro) for personal injury and property damage, with the maximum sum per year of twice this amount.

- Environmental liability insurance with a reputable insurer for sudden and unforeseen events including liability insurance for water pollution with a cover sum of at least 5.000.000 Euro (five million Euro).
- Property Insurance with a reputable insurer covering the premises of SERVICE PROVIDER including fixtures and fittings as well as HENKEL's products in storage against fire, lightning, explosion, burglary, theft and impact of an aircraft, as well as flood, earthquakes and storm covering all claims up to 500.000 Euro (five hundred thousand) for each case of damage and up to 1,000,000 Euro (one million Euro) for any annum.

SERVICE PROVIDER shall undertake to maintain the policies of all insurances as indicated above for the whole duration of the Contract and to furnish proof of their existence immediately after conclusion this Contract.

- (1) SERVICE PROVIDER shall ensure that it is in full compliance with the law and regulations for the provision of warehousing services and warrants that it has all valid permits/licenses for providing the Services. Such permits/licenses shall include, but not limited to, the following:
 - (a) Dangerous Goods License
 - (b) Fire Safety Inspection Certificate
 - (c) DG Waste Permit for Premise Storage/Handling
 - (d) Third-party DG (for Transportation)
- (2) SERVICE PROVIDER shall undertake to maintain the policies of all insurances and the permits/licenses as indicated above and all others that are required by law/regulations for the provision of warehousing services for the whole duration of this Contract and furnish proof of their existence to HENKEL immediately after the execution of this Contract.

7.6. Force majeure

Any event, act or circumstance which is beyond the reasonable control of the Party invoking force majeure and which affects such Party in the performance of any or all of its contractual obligation including but not limited to war, acts of authorities as well as other cases of force majeure release the Parties from their respective obligations pursuant to this Agreement for the duration of such contingencies and to the extent of the effects resulting there from.

During a force majeure period SERVICE PROVIDER shall use all best efforts to continue providing the Services. HENKEL shall be entitled to temporally move their operations to other warehouses not operated by SERVICE PROVIDER.

If the force majeure continues to persist for a period of more than thirty (30) business days, then HENKEL shall have the right to terminate this Contract by giving the SERVICE

PROVIDER fourteen (14) days' written notice. In such case HENKEL will pay the costs for the Services to SERVICE PROVIDER in accordance with clause 5.5 above.

8. Warranties

The PARTIES warrant to each other in respect of their own position:

- (1) They have the full legal capacity to enter into this Agreement and to perform all their terms.
- (2) They have had an adequate opportunity to obtain competent legal and other professional advice concerning the terms and effect of this Contract.
- (3) They have had the opportunity to negotiate the terms of this Contract.
- (4) They consider the terms of this Contract are fair in all of the circumstances.
- (5) They enter into this Contract voluntarily without duress.
- (6) The terms of this Contract are binding upon them according to their terms.
- (7) If the SERVICE PROVIDER is acting in a capacity as a trustee of a trust:
 - (a) it has been validly appointed as trustee of the applicable trust and is the sole trustee of it;
 - (b) all necessary actions required by the applicable trust deed to authorise the unconditional execution and delivery of and performance and observance of its obligations under this Contract have been taken;
 - (c) it has given true and complete copies of the applicable trust deed to the other Parties;
 - (d) it is liable to the other Parties in its own right (notwithstanding anything in any trust deed) and as trustee of the applicable trust.

9. Miscellaneous

9.1. Ownership/ Right of lien

SERVICE PROVIDER expressly acknowledges that the Goods are the property of HENKEL and shall so state to any authority or third party in the hypothetical event that an attempt is made to exercise any rights regarding the Goods in storage.

SERVICE PROVIDER may not under any circumstances, including as a result of failure to pay the price, withhold the Goods of HENKEL, and therefore expressly waives any right of lien over the Goods of HENKEL.

9.2. Independent Contractors

The relationship between HENKEL and SERVICE PROVIDER is that of independent contractors and nothing in this Contract shall constitute either Party as a formal partner, agent or representative of the other Party, and neither Party shall represent itself as such formal partner, agent or representative of the other Party or represent itself as having power or authority to incur any obligations of any nature, express or implied, on behalf of the other party. Neither Party shall have authority to bind the other Party unless expressly so authorised in this Contract or in writing signed by an officer of the Party granting such authority.

9.3. Use of Agents

SERVICE PROVIDER has the right to use carefully selected reliable third parties (hereinafter "SUBCONTRACTORS") to perform its contractual obligations. SERVICE PROVIDER shall ensure and is fully liable that SUBCONTRACTORS meet all applicable requirements of this Contract. Use of SUBCONTRACTORS is subject to the prior written approval of HENKEL.

Any legal agreement between SERVICE PROVIDER and SUBCONTRACTORS shall preserve all rights and liabilities of HENKEL against SERVICE PROVIDER as well as directly against SUBCONTRACTORS.

SERVICE PROVIDER's quality and environmental management systems shall include those from the employed SUBCONTRACTORS.

9.3. Continuous Improvement Commitment

Continuous improvement (CI) initiatives will be conducted as CI saving projects starting from the 2nd year of the contract, applicable to both warehousing and transport services.

Service Provider shall submit a CI project proposal to HENKEL by 1st November each year.

HENKEL will review the proposal and provide feedback, determining if it meets the 1.5% CI target based on the total spend of warehouse storage and handling spending of the previous year.

If the CI project proposal does not meet HENKEL's requirements, Henkel reserves the right to reject the proposal and 1.5% direct rate reduction for storage and handling will be applied for the upcoming year.

9.3. Sustainability Commitment

- (1) Installation of Solar Panels: The Service Provider shall install solar panels at the MDC-Cikarang facility in 2025 and at the Sidoarjo DC facility in 2026, following approval and quota approved by Indonesia Government schedule. The electricity generated from the

solar panels shall comply with the Indonesian Government Regulation ESDM, with coverage equivalent to fifteen percent (15%) of the 2024 baseline level.

9.4. *Duty to Inform*

In case of any accidents or incidents that could influence HENKEL's rights or duties, or proper execution of HENKEL's obligations towards its customers and within the scope of this Contract SERVICE PROVIDER has to inform HENKEL in writing immediately regardless whether SERVICE PROVIDER and / or any SUBCONTRACTORS are involved in those accidents or incidents.

9.5. *Confidentiality clause*

Both Parties undertake to maintain confidentiality regarding the (especially client and product related) information and documents (hereinafter referred to as "Confidential Information") which either of them may obtain on the operations and activities of the other and take all necessary actions to prevent the dissemination and disclosure to persons other than their personnel authorised to access the Confidential Information. Such personnel shall be bound to confidentiality obligations analogous to the present.

For the purposes of the previous paragraph, any documentation which HENKEL provides to SERVICE PROVIDER shall be deemed Confidential Information unless expressly otherwise indicated by HENKEL.

All Confidential Information must be stored securely by receiving Party and have to be returned completely upon termination or expiry of the Contract without prior request to the disclosing Party. No copies may be retained by either Party.

The foregoing provisions do not apply to Confidential Information for which the receiving Party is able to prove that it (a) is already lawfully in the possession of or known by the receiving Party before receiving the Confidential Information from the disclosing Party provided that such information is not subject to another confidentiality agreement with or other obligation of secrecy to the disclosing Party or a third party; (b) is or becomes publicly known through no violation of this Contract; (c) is lawfully received by the receiving Party from any third party without restriction on disclosure or use; (d) is independently developed without violating this Contract by the receiving Party's employees who have not relied upon any of the disclosing Party's Confidential Information; (e) is required to be disclosed by court order following notice sufficient to allow the disclosing Party to contest such order; or (f) is expressly approved in writing, by the disclosing Party's authorized representative, for release or other use by the receiving Party and the receiving Party's release or other use complies with such written approval.

This confidentiality clause shall continue to apply for five years after expiration of the Contract.

9.6. *Place of jurisdiction/ Dispute Resolution*

The Parties will endeavour to resolve any dispute, controversy or claim arising in any way out of or in connection with this Contract (including without limitation (1) any contractual, pre-contractual rights, obligations or liabilities; and (2) any issue as to the existence, validity or termination of this Contract) (a "Dispute") amicably between themselves. Within five (5) business days of a Party notifying the other Party of a Dispute, a senior representative from each Party must meet and attempt in good faith to resolve the Dispute. In case an amicable settlement cannot be reached within thirty (30) business days of the notification above, the Dispute shall be submitted to the Indonesia National Arbitration Agency ("**BANI**"), per its arbitration rules of Bani (the "**BANI Rules**"). The number of arbitrators shall be one (1), appointed in accordance with the BANI Rules. The seat of arbitration shall be Jakarta. The language to be used in the arbitral proceedings shall be English.

9.7. *Applicable law*

This Contract shall in all respect be interpreted in accordance with and its performance governed by the laws of the Republic of Indonesia.

9.8. *Assignment*

This Contract may be assigned by SERVICE PROVIDER to an affiliate or to any third party, but in the latter case only with the prior written consent of HENKEL. HENKEL may assign this Contract to any of its affiliates or any third party, without prior consent of the SERVICE PROVIDER.

Affiliate is hereby defined as a company, whether a corporation or other business entity, that is controlling, controlled by or under common control with such Party. "Control" shall mean the direct or indirect ownership of more than fifty (50%) of the equity interest in such corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity.

9.9. *Validity of the Contract and its modifications/ Severability*

Amendments or modifications of this Contract, enclosures, its schedules or its addenda for their effectiveness and validity must be accepted and ratified in writing and signed by both Parties.

Should any provision of this Contract be or become invalid or unenforceable such invalidity or unenforceability shall not affect the validity of the Contract as such. In such case the Parties shall negotiate with a view to substituting the invalid or unenforceable provision a provision which comes closest to the original understanding and intentions of the Parties. The same applies accordingly to any involuntary omissions in this Contract

9.10. General Terms of Business

The application of any general terms and conditions of SERVICE PROVIDER is hereby explicitly excluded.

9.11. Hierarchy of Enclosures

The following Enclosures become an integral part of this Contract:

Enclosure 1 - HENKEL's General Terms and Conditions of Purchase

Enclosure 2a - SHE Procedure Contract Manufacturing, Traded Goods & Third-Party Warehousing

Enclosure 2b - Corporate Standard Fire Protection Part B – Requirements for Warehousing

Enclosure 3a - Order & Delivery Process (Warehouse and Process Specification + IT)

Enclosure 3b - Requirements Profile Warehousing

Enclosure 4a - Price Sheet Warehousing

Enclosure 4b - POPs Warehousing

Enclosure 5 - Required Volumes (Incoming, Storage, Outgoing incl. picking + other services)

Enclosure 6 - IT Security Annex

In case of conflict of provisions, the priority order shall be as follows:

- (a) this Contract
- (b) Enclosure 1 – HENKEL's General Terms and Conditions of Purchase
- (c) Enclosures 2(a) to 6.

IN WITNESS THEREOF the Parties have caused this Contract to be executed by their duly authorized representatives in two original counterparts, in the city and on the date first above written.

For and on behalf of:

PT. Henkel Adhesives Technologies

  
.....
PT. Henkel Adhesive Technologies

President Director

Dharmesh Shah

Senior Manager Logistics SEA

Pangubona Dovan

PT. Henkel Indonesien

  
.....
PT Henkel Indonesien

President Director

Dharmesh Shah

Senior Manager Logistics SEA

Pangubona Dovan

PT. Henkel Footwear and Speciality Adhesives

  
.....
PT Henkel Footwear and Speciality Adhesives

President

Kim Casey Kwang Chan

Senior Manager Logistics SEA

Pangubona Dovan

Witnessed by


.....

Regional Procurement Category Manager

Daniel Peng

HENKEL

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Senior Manager Logistics SEA

Pangubona Dovan

PT. Henkel Footwear and Speciality Adhesives

President

Kim Casey Kwang Chan

Senior Manager Logistics SEA

Pangubona Dovan

Witnessed by

Regional Procurement Category Manager

Daniel Peng

HENKEL

For and on behalf of:

PT. CJ Logistics Service Indonesia



.....
President Director
Name: Hwang Inyoub

A handwritten signature in black ink, appearing to be in Korean characters.

.....
Han Mantak

SERVICE PROVIDER

[Enclosure 1] HENKEL's General Terms and Conditions of Purchase



Enclosure 1 HENKEL's General Terms and Conditions of Purchase.pdf



General Purchase Conditions

1. Definitions

- 1.1 For the purpose of these General Purchase Conditions, the terms and expressions used below shall have the following meaning:

Auditor: Purchaser's internal auditors and external auditors and their representatives (incl. Regulatory Authorities).

Contractor: Any person or legal entity by which the Purchaser places a Purchase Order, including entrepreneurs, legal entities under public law and special funds under public law.

Cure: At Purchaser's discretion, in respect of a defective Delivery, either the remedy of the defect, or the replacement of the relevant goods/services, or their re-manufacturing.

IPR Deliverables: Intellectual Property Rights which are created by Contractor in the course of the execution of the Contractor's duties under a Purchase Order.

Delivery/Deliveries: The delivery of goods and/or the rendering of services, including consultancy and other ancillary services.

Documents: Illustrations, drawings, calculations, recipes, specifications and other documents.

General Purchase Conditions: These general purchase conditions.

Information: The Documents as well as any business and trade secrets of Purchaser.

Intellectual Property Rights: Patents, utility models, rights to inventions, design rights, copyright and related rights, moral rights, trademarks and service marks, trade names, business names and domain names, rights in get-up, goodwill, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Know How: All knowledge, drawings, specifications, samples, recipes, models, instructions, algorithms, working methods, ideas, concepts, technology, applied development engineering data, reports, notes and all other technical or commercial information, data and documents of any kind.

Patents: All patents and patent applications in any jurisdiction in the world, including any divisional, continuation, continuation-in-part, reissue, renewal, re-examination or extension thereof.

Ketentuan Umum Pembelian

1. Definisi

- 1.1 Untuk tujuan dari Ketentuan Umum Pembelian, istilah dan ungkapan yang digunakan di bawah ini memiliki arti sebagai berikut:

Auditor: Auditor internal dan eksternal Pembeli dan perwakilannya (termasuk Otoritas yang Berwenang).

Kontraktor: Setiap orang atau badan hukum dimana Pembeli melakukan Pesanan Pembelian, termasuk pengusaha, badan hukum berdasarkan hukum publik dan dana khusus berdasarkan hukum publik.

Perbaikan: Atas kebijakan Pembeli, sehubungan dengan Pengiriman yang cacat, baik upaya hukum terhadap cacat tersebut, atau penggantian dari jasa/barang tersebut, atau pembuatan ulang jasa/barang tersebut.

Pekerjaan HAKI: Hak Kekayaan Intelektual yang diciptakan oleh Kontraktor sehubungan dengan pelaksanaan tugas-tugas Kontraktor berdasarkan Pesanan Pembelian.

Pengiriman: Pengiriman barang dan/atau pemberian layanan, termasuk konsultasi dan layanan tambahan lainnya.

Dokumen: Ilustrasi, gambar, perhitungan, resep, spesifikasi dan dokumen lainnya.

Ketentuan Umum Pembelian: Ketentuan umum pembelian ini.

Informasi: Dokumen serta rahasia bisnis dan dagang dari Pembeli.

Hak Kekayaan Intelektual: Paten, penggunaan model, hak untuk penemuan, hak desain, hak cipta dan hak-hak serupa, hak moral, merek dagang, dan merek jasa, nama dagang, nama bisnis dan nama domain, hak dalam meniru (*rights in get-up*), itikad baik (*goodwill*), hak dalam desain, hak basis data, hak untuk menggunakan, dan perlindungan kerahasiaan dari, informasi rahasia (termasuk pengetahuan teknis (*know-how*) dan rahasia dagang), dan semua hak kekayaan intelektual lainnya, dalam setiap kasus baik yang terdaftar maupun tidak terdaftar dan termasuk semua permohonan pendaftaran dan hak untuk mengajukan untuk dan diberikan, pembaruan atau perpanjangan dari, dan hak untuk meminta prioritas dari, hak-hak tersebut dan semua hak yang sama atau setara atau bentuk perlindungan yang ada atau akan ada saat ini atau di masa depan di bagian manapun di dunia.

Pengetahuan Teknis (*Know How*): Semua pengetahuan, gambar, spesifikasi, contoh, resep, model, instruksi, algoritma, metode pekerjaan, ide, konsep, teknologi, pengembangan data teknik terapan, laporan, catatan dan semua informasi dagang dan teknis lainnya, data dan dokumen apapun

Paten: Semua paten dan permohonan pendaftaran paten di yuridiksi manapun di dunia, termasuk setiap divisional, keberlanjutan, keberlanjutan sebagian, penerbitan kembali, pembaruan, dan pemeriksaan kembali atau perpanjangan.



Purchase Order: Purchase orders placed by Purchaser in electronic, verbal or written form with regard to Deliveries.

Purchaser or Henkel: Henkel Global Supply Chain B.V., or any other entity belonging to the Henkel group, as reflected in a Purchase Order.

Reserved Goods: Materials provided by Purchaser to Contractor to enable Contractor to fulfil its obligations under a Purchase Order.

2. Scope

2.1 These General Purchase Conditions shall apply to any and all requests for offers made by Purchaser, offers made by Contractor, Purchase Orders placed by Purchaser, and confirmations of Purchase Orders by Contractor.

2.2 Any and all terms and conditions used by Contractor shall not apply, unless Purchaser has explicitly agreed to such conditions in writing, regardless of whether Purchaser accepts Deliveries in knowledge of such conditions without any reservation or makes any payments in respect of Deliveries.

3. Purchase Orders

3.1 Contractor shall make all offers to Purchaser free of charge.

3.2 Purchaser shall not be required to accept, or pay for, any Deliveries from Contractor, unless Purchaser has placed a written Purchase Order in respect of such Deliveries. Any and all oral agreements made in respect of a Delivery shall not be binding upon Purchaser, unless and until Purchaser has explicitly agreed to be bound to such agreement in writing.

3.3 Contractor shall confirm Purchase Orders in writing by quoting the reference number provided by Purchaser. If Contractor does not issue an order confirmation within 14 days following the receipt of the Purchase Order, Purchaser is no longer bound by the Purchase Order. If the order confirmation deviates from the Purchase Order, Contractor shall clearly mark each deviation in the order confirmation. Such deviations shall only become an integral part of the Purchase Order if Purchaser accepts them in writing.

3.4 Any drawings or other Documents referred to in the Purchase Order shall form an integral part of the Purchase Order, unless explicitly otherwise determined by Contractor in its order confirmation and subsequently accepted by Purchaser in writing.

3.5 The reference number of Purchaser, the Purchase Order date, and, if existent, the registration number of Purchaser, as well as

Pesanan Pembelian: Pesanan pembelian dilakukan oleh Pembeli dalam bentuk elektronik, secara lisan atau tertulis sehubungan dengan Pengiriman.

Pembeli atau Henkel: Henkel Global Supply Chain B.V., atau entitas lain milik Henkel group, sebagaimana tercantum dalam Pesanan Pembelian.

Barang yang Dicadangkan: Bahan-bahan yang disediakan oleh Pembeli kepada Kontraktor untuk memungkinkan Kontraktor untuk memenuhi kewajibannya berdasarkan Pesanan Pembelian.

2. Ruang Lingkup

2.1 Ketentuan Umum Pembelian ini akan berlaku untuk setiap dan semua permintaan penawaran yang dibuat oleh Pembeli, penawaran yang dibuat oleh Kontraktor, Pesanan Pembelian oleh Pembeli, dan konfirmasi atas Pesanan Pembelian oleh Kontraktor.

2.2 Setiap dan semua syarat dan ketentuan yang digunakan oleh Kontraktor tidak akan berlaku, kecuali jika Pembeli secara tegas telah menyetujui secara tertulis atas ketentuan tersebut, terlepas dari apakah Pembeli menerima Pengiriman dengan mengetahui ketentuan tersebut tanpa ada pemesanan atau pembayaran apapun sehubungan dengan Pengiriman.

3. Pesanan Pembelian

3.1 Kontraktor akan membuat semua penawaran kepada Pembeli dengan tanpa biaya.

3.2 Pembeli tidak akan dipersyaratkan untuk menerima, atau membayar untuk, setiap Pengiriman dari Kontraktor, kecuali jika Pembeli telah melakukan Pesanan Pembelian secara tertulis sehubungan dengan Pengiriman. Setiap dan semua perjanjian secara lisan yang dibuat sehubungan dengan suatu Pengiriman tidak akan mengikat kepada Pembeli, kecuali jika dan sampai dengan Pembeli secara tegas telah menyetujui untuk terikat dengan perjanjian tersebut secara tertulis.

3.3 Kontraktor harus mengkonfirmasi Pesanan Pembelian secara tertulis dengan mengutip nomor referensi yang disediakan oleh Pembeli. Jika Kontraktor tidak menerbitkan suatu konfirmasi dalam jangka waktu 14 hari setelah diterimanya Pesanan Pembelian, Pembeli tidak lagi terikat dengan Pesanan Pembelian tersebut. Jika konfirmasi pesanan menyimpang dari Pesanan Pembelian, Kontraktor harus dengan jelas menandai setiap penyimpangan di dalam konfirmasi pesanan tersebut. Penyimpangan tersebut hanya akan menjadi bagian tak terpisahkan dari Pesanan Pembelian jika Pembeli menerimanya secara tertulis.

3.4 Setiap gambar atau Dokumen lain yang disebutkan di dalam Pesanan Pembelian akan menjadi bagian tak terpisahkan dari Pesanan Pembelian, kecuali jika ditentukan lain oleh Kontraktor dalam konfirmasi pesannya dan selanjutnya diterima oleh Pembeli secara tertulis.

3.5 Nomor referensi dari Pembeli, tanggal Pesanan Pembelian, dan jika ada, nomor pendaftaran Pembeli,



the applicable INCOTERM and the place of unloading shall be quoted in any and all invoices, shipping documents and delivery notes. Contractor shall bear any and all costs incurred due to the non-observance of these aforementioned requirements, unless Contractor is not at fault for the non-observance thereof.

4. Assignment, Sub-Contracting

4.1 Contractor may not assign or transfer or purport to assign or transfer any right or obligation under a Purchase Order without prior written consent of Purchaser.

4.2 Contractor may not subcontract the performance of a Purchase Order to a third party, unless Purchaser has given prior written approval and provided that this shall not release Contractor from any obligation or liability under these General Purchase Conditions and the Purchase Order.

4.3 Contractor shall impose these General Purchase Conditions and the relevant part of the Purchase Order upon each third party engaged by Contractor in the performance of the Purchase Order.

5. Supply Chain, Audit

5.1 Contractor acknowledges that Purchaser is a signatory of the BME Code of Conduct (<https://www.henkel.com/partners-and-suppliers/suppliers>) and that the BME Code of Conduct forms the basis of any Deliveries hereunder. Contractor shall ensure that its enterprise as well as its suppliers comply with the provisions of the BME Code of Conduct.

5.2 Contractor acknowledges that HENKEL's image and reputation, as a company that operates in an ethically and legally appropriate manner, is inseparable from the conduct of each of its Contractors. Therefore, HENKEL has set up and published under <https://www.henkel.com/partners-and-suppliers/suppliers> a certain number of binding codes and standards, which the Contractor acknowledges and agrees to.

5.3 Contractor further acknowledges that HENKEL is committed to leadership in sustainability and is a member of the Together for Sustainability (TfS) initiative. Accordingly, HENKEL expects from Contractor and Contractor agrees to act in a manner consistent with HENKEL's sustainability requirements as laid down in HENKEL's "Responsible Sourcing Policy" which can also be found under above mentioned link.

5.4 Contractor shall ensure that its employees and subcontractors are fully aware of the codes and standards set out above and shall obligate them to be bound to them in the same manner as Contractor.

5.5 Therefore, Contractor grants HENKEL, HENKEL's internal and

serta INCOTERM yang berlaku dan tempat bongkar muat harus tercantum di setiap dan semua tagihan, dokumen pengiriman dan catatan pengiriman. Kontraktor akan menanggung setiap dan semua biaya yang timbul karena tidak mematuhi persyaratan yang disebutkan di atas, kecuali jika Kontraktor tidak bersalah atas ketidakpatuhan tersebut.

4. Pengalihan, Subkontrak

4.1 Kontraktor tidak dapat mengalihkan atau memindahkan atau mengaku mengalihkan atau memindahkan setiap hak atau kewajiban berdasarkan suatu Pesanan Pembelian tanpa persetujuan tertulis terlebih dahulu dari Pembeli.

4.2 Kontraktor tidak dapat men-subkontrakkan pelaksanaan atas suatu Pesanan Pembelian kepada pihak ketiga, kecuali jika Pembeli telah memberikan persetujuan tertulis terlebih dahulu dan dengan ketentuan bahwa hal tersebut tidak membebaskan Kontraktor dari setiap kewajiban atau tanggung jawab berdasarkan Ketentuan Umum Pembelian dan Pesanan Pembelian.

4.3 Kontraktor akan menerapkan Ketentuan Umum Pembelian dan bagian yang relevan dari Pesanan Pembelian kepada setiap pihak ketiga yang dipekerjakan oleh Kontraktor dalam pelaksanaan Pesanan Pembelian.

5. Rantai Pasokan, Audit

5.1 Kontraktor mengakui bahwa Pembeli adalah penandatanganan Pedoman Perilaku BME (<https://www.henkel.com/partners-and-suppliers/suppliers>) dan bahwa Pedoman Perilaku BME merupakan dasar dari setiap Pengiriman berdasarkan Ketentuan Pembelian Umum ini. Kontraktor wajib memastikan bahwa perusahaannya dan pemasoknya mematuhi ketentuan dari Pedoman Perilaku BME.

5.2 Kontraktor mengakui bahwa citra dan reputasi HENKEL, sebagai perusahaan yang beroperasi dengan cara yang sesuai dengan etika dan hukum, adalah tidak terpisahkan dari perilaku dari setiap Kontraktornya. Oleh karena itu, HENKEL telah mempersiapkan dan menerbitkan berdasarkan <https://www.henkel.com/partners-and-suppliers/suppliers> sejumlah kode dan standar yang mengikat, yang mana Kontraktor telah mengakui dan menyetujuinya.

5.3 Kontraktor selanjutnya mengakui bahwa HENKEL berkomitmen untuk memimpin dalam keberlanjutan dan adalah anggota dari *Together for Sustainability (TfS) initiative*. Oleh karena itu, HENKEL berharap dari Kontraktor dan Kontraktor setuju untuk bertindak dengan cara yang konsisten dengan persyaratan keberlanjutan HENKEL sebagaimana tercantum dalam HENKEL's "Responsible Sourcing Policy" yang dapat juga ditemukan di dalam tautan yang disebutkan di atas.

5.4 Kontraktor harus memastikan bahwa karyawannya dan sub-Kontraktornya mengetahui secara penuh kode dan standar sebagaimana disebut di atas dan akan mewajibkan mereka untuk terikat pada kode dan standar tersebut dengan cara yang sama seperti Kontraktor.

5.5 Oleh karena itu, Kontraktor memberikan HENKEL, auditor



external auditors and their respective designees acting on behalf of HENKEL ("Auditor"), the right to assess and audit Contractor's and/or Contractor's subcontractors' operations, processes, productions and delivery of services and products for its compliance with above mentioned codes and standards ("Compliance Assessment"). In order to enable the exercise of auditor right, Contractor will maintain a complete and auditable documentation, and grants Auditor the unrestricted right:

- to access and inspect all of Contractor's locations, including sites at or from which Contractor's subcontractors provide services and products as well as related accommodations and transportation systems;
- to access and inspect all relevant documents, media, data and systems related to the services and products, as well as related to social, labor, human rights, government, environmental and safety & health aspects;
- to inspect all relevant internal processes that are relevant to the services, products and social compliance.

5.6 Contractor will cover all costs related to the Compliance Assessment (with the exception of HENKEL's internal audit resources).

5.7 The results of the Compliance Assessment relevant for the TFS- initiative will be shared with the members of the TFS-initiative with anonymized name of the TFS-initiative member who commissioned the Compliance Assessment.

6. Suspension of Performance, Set-off Right

6.1 Contractor may only enforce a claim against Purchaser by means of suspension of performance of its obligations under any Purchase Order or set-off against any debt due to Purchaser, if such claim is not disputed by Purchaser or has been confirmed by a final and non-appealable court decision.

7. Prices, Invoices, Payments

7.1 The agreed price includes packaging, insurance, freight and storage costs and taxes, as well as any and all other related costs, unless explicitly otherwise agreed upon.

7.2 For payment of each Delivery, Contractor shall send Purchaser the respective invoice in duplicate. The invoices may not be enclosed in the shipment of the respective Delivery, but shall be sent separately by Contractor. Partial Deliveries shall be marked as such on the invoice.

7.3 Unless explicitly otherwise agreed upon, payments shall be made on the 5th of the month following the month in which 30 days have lapsed after receipt of the full Delivery or the invoice, whichever is later. If Purchaser pays within 14 days after receipt of the invoice, it is entitled to a discount of 3% on the invoiced

internal dan eksternal HENKEL dan perwakilannya yang bertindak atas nama HENKEL ("Auditor"), hak untuk menilai dan mengaudit operasi, proses, produksi dan pengiriman layanan dan produk dari Kontraktor dan/atau sub-kontraktornya sehubungan dengan kepatuhannya dengan kode dan standar sebagaimana disebutkan di atas ("Penilaian Kepatuhan"). Untuk memungkinkan pelaksanaan hak auditor tersebut, Kontraktor akan memelihara dokumentasi yang lengkap dan dapat diaudit, dan memberikan hak yang tidak terbatas kepada Auditor:

- untuk mengakses dan memeriksa semua lokasi Kontraktor, termasuk tempat di atau dari mana subkontraktor milik Kontraktor menyediakan layanan dan produk serta sistem akomodasi dan transportasi terkait;
- untuk mengakses dan memeriksa semua dokumen, media, data dan sistem yang relevan sehubungan dengan layanan dan produk, serta sehubungan dengan sosial, ketenagakerjaan, hak asasi manusia, pemerintah, lingkungan dan aspek keselamatan dan kesehatan;
- untuk memeriksa semua proses internal yang relevan terkait layanan, produk dan kepatuhan sosial.

5.6 Kontraktor akan menanggung semua biaya sehubungan dengan Penilaian Kepatuhan (dengan pengecualian sumber daya audit internal dari HENKEL).

5.7 Hasil dari Penilaian Kepatuhan yang relevan untuk TFS-initiative akan dibagikan kepada para anggota TFS-initiative dengan nama anonim dari anggota TFS-initiative yang menugaskan Penilaian Kepatuhan.

6. Penundaan Pelaksanaan, Hak Perjumpaan

6.1 Kontraktor hanya dapat melakukan klaim terhadap Pembeli dengan cara penundaan pelaksanaan dari kewajibannya berdasarkan Pesanan Pembelian atau perjumpaan terhadap utang yang disebabkan oleh Pembeli, jika klaim tersebut tidak disengketakan oleh Pembeli atau telah dinyatakan oleh putusan pengadilan yang final dan tidak dapat diajukan banding/kasasi.

7. Harga, Tagihan, Pembayaran

7.1 Harga yang disepakati termasuk biaya pengemasan, asuransi, pengiriman dan penyimpanan dan pajak, serta setiap dan semua biaya terkait lainnya, kecuali jika disetujui sebaliknya.

7.2 Untuk pembayaran setiap Pengiriman, Kontraktor akan mengirimkan kepada Pembeli tagihan masing-masing dalam rangkap dua. Tagihan tersebut tidak dapat disertakan dalam pengiriman dari masing-masing Pengiriman, namun akan dikirimkan secara terpisah oleh Kontraktor. Pengiriman sebagian akan ditandai seperti hal tersebut pada tagihan.

7.3 Kecuali secara tegas disetujui sebaliknya, pembayaran harus dilakukan pada tanggal 5 setiap bulan setelah bulan tersebut yang mana 30 hari telah berlalu setelah diterimanya Pengiriman secara penuh atau tagihan, yang mana paling akhir. Jika Pembeli membayar dalam jangka



amount. Purchaser is also entitled to this discount if it executes a right of set-off or retains a reasonable amount due to defects.

- 7.4 Purchaser shall be deemed to have made a payment as soon as it has instructed its bank to transfer the relevant amount to Contractor. Payments made by Purchaser shall not constitute or be deemed to constitute, acceptance or acknowledgement by Purchaser that the relevant invoice is correct or that the Delivery is free of defects or has been carried out on time.

- 7.5 Contractor may only assign a claim against Purchaser with prior written notification to Purchaser. Purchaser may request from Contractor to provide security as Purchaser considers appropriate if a significant deterioration of Contractor's solvency or creditworthiness becomes apparent, in particular in case of a suspension of payments, a petition to open insolvency proceedings against Contractor's assets, in case of a bill or check protest, or in case of a seizure. If Contractor refuses to provide sufficient security within a reasonable period granted to him, Purchaser may entirely and/or partially suspend and/or terminate all outstanding Purchase Orders with immediate effect by written notice, without prejudice to any of its other rights and remedies.

8. IPR Deliverables

- 8.1 IPR Deliverables are subject to the following:

- any and all IPR Deliverables shall become the exclusive property of Purchaser;
- to the extent required under applicable laws, these IPR Deliverables shall be assigned fully and, if possible, automatically to Purchaser when they come into existence;
- to the extent that a transfer of IPR Deliverables is not permitted under applicable laws, Contractor shall grant Purchaser an exclusive, transferable, worldwide, perpetual, irrevocable and royalty-free license, with the right to sublicense, to use these IPR Deliverables;
- by granting this license, Purchaser shall be put into the position to use any and all IPR Deliverables without restrictions and to transfer or (exclusively) sublicense such rights to third parties, also as exclusive rights, or to use them in cooperation with third parties;
- to the extent permitted under applicable laws, Contractor shall waive all moral rights, including inter

waktu 14 hari setelah menerima tagihan, Pembeli berhak mendapatkan diskon 3% dari jumlah tagihan. Pembeli juga berhak atas diskon tersebut jika Pembeli melakukan hak perjumpaan atau mempertahankan jumlah yang wajar yang disebabkan oleh cacat.

- 7.4 Pembeli akan dianggap telah melakukan pembayaran segera setelah Pembeli telah mengintruksikan banknya untuk mentransfer sejumlah yang relevan kepada Kontraktor. Pembayaran yang dilakukan oleh Pembeli bukan merupakan atau dianggap merupakan penerimaan dan pengakuan oleh Pembeli bahwa tagihan yang relevan tersebut adalah benar atau bahwa Pengiriman adalah bebas dari cacat atau telah dilakukan tepat waktu.

- 7.5 Kontraktor hanya dapat mengalihkan klaim terhadap Pembeli dengan pemberitahuan tertulis terlebih dahulu kepada Pembeli. Pembeli dapat meminta Kontraktor untuk menyediakan jaminan sebagaimana Pembeli menganggap perlu jika ada penurunan yang signifikan dari kemampuan pembayaran Kontraktor atau kelayakan kredit menjadi nyata, khususnya dalam hal penundaan pembayaran, permohonan untuk proses kepailitan terhadap aset Kontraktor, dalam hal surat sanggup atau tagihan yang disengketakan, atau dalam hal penyitaan. Jika Kontraktor menolak untuk menyediakan jaminan yang layak dalam jangka waktu yang wajar yang diberikan kepadanya, Pembeli dapat secara penuh dan/atau sebagian menunda dan/atau mengakhiri semua Pesanan Pembelian yang masih berjalan secara langsung dengan pemberitahuan secara tertulis, tanpa mengurangi hak dan upaya hukum miliknya.

8. Pekerjaan HAKI

- 8.1 Pekerjaan HAKI tunduk pada:

- setiap dan semua Pekerjaan HAKI akan menjadi hak milik eksklusif dari Pembeli;
- sejauh yang dipersyaratkan berdasarkan peraturan yang berlaku, Pekerjaan HAKI akan dialihkan secara penuh dan, jika memungkinkan, secara otomatis kepada Pembeli ketika mereka muncul;
- sejauh transfer Pekerjaan HAKI tidak diizinkan berdasarkan peraturan yang berlaku, Kontraktor akan memberikan kepada Pembeli lisensi eksklusif, dapat dialihkan, yang meliputi seluruh dunia, secara terus menerus, tidak dapat ditarik kembali, dan bebas royalti, dengan hak untuk sublisensi, untuk menggunakan Pekerjaan HAKI tersebut;
- dengan memberikan hak lisensi ini, Pembeli akan ditempatkan pada posisi untuk menggunakan setiap atau semua Pekerjaan HAKI tanpa batasan dan untuk mengalihkan atau (secara eksklusif) melakukan sublisensi hak tersebut kepada pihak ketiga, juga hak eksklusif, atau untuk menggunakannya dalam kerja sama dengan pihak ketiga;
- sejauh diizinkan oleh peraturan yang berlaku, Kontraktor akan mengesampingkan semua hak



alia the right to oppose publication of IPR Deliverables without acknowledgement of its name or other indication as an author, the right to oppose any alteration to IPR Deliverables, and the right to oppose publication of IPR Deliverables under a name other than Contractor; and

- the price agreed in the Purchase Order is deemed to include an adequate remuneration for the transfer of the relevant IPR Deliverables and/or the granting of rights to use these IPR Deliverables pursuant to this Section 8.1.

8.2 To the extent Purchaser does not hold all rights in IPR Deliverables pursuant to Section 8.1, Contractor shall grant Purchaser a non-exclusive, transferable, worldwide, perpetual, irrevocable and royalty-free license, with the right to sublicense, to use any and all IPR Deliverables in accordance with their intended use or to allow such use to third parties. In case of software, this right shall include the right to rectify errors of the software or to have them rectified, and to download, display, run, transmit, store, reproduce permanently or temporarily, translate, adapt, arrange and otherwise alter the software for this purpose and to allow the use by external service providers to whom Purchaser has outsourced IT services and work performances. Any further statutory or agreed rights of use shall remain unaffected.

9. Infringement of Intellectual Property Rights

9.1 Contractor shall defend, indemnify and hold Purchaser harmless against any and all fines, losses, damages, costs and expenses incurred by or assessed against Purchaser which arise out of a claim or proceeding brought by a third party alleging that the use by Purchaser or by any of its customers of a Deliverable, a Delivery or any part thereof, or of equipment incorporating such Deliverable or Delivery, directly or indirectly infringes Intellectual Property Rights of such third party.

9.2 In connection with any such claim, Contractor may, at its expense, procure for Purchaser and its customers the right to continue all acts in relation to the Deliverable or Delivery, or if procurement of rights is not a reasonable or viable option, replace the Deliverable or Delivery or part thereof with a non-infringing alternative with at least equivalent form, fit and function as the Deliverable or Delivery that is approved in writing by Purchaser.

10. Marking

10.1 Contractor shall comply with all applicable statutes, regulations, rules, ordinances governing the marking and labelling of Deliveries, including but not limited to the Directive (EC) 2006/42/EC (Machinery Directive) and Regulation (EC) no. 1907/2006 (REACH). The order confirmation, the invoice, the delivery note and any and all shipping documents shall also

moral, termasuk antara lain hak untuk menentang publikasi Pekerjaan HAKI tanpa mengetahui namanya atau indikasi lain sebagai pembuat, hak untuk menentang setiap perubahan Pekerjaan HAKI, dan hak untuk menentang publikasi Pekerjaan HAKI dengan nama selain Kontraktor; dan

- harga yang disepakati dalam Pesanan Pembelian akan dianggap termasuk juga imbalan yang wajar untuk mentransfer Pekerjaan HAKI yang relevan dan/atau memberikan hak untuk menggunakan Pekerjaan HAKI sesuai dengan Bagian 8.1 ini.

8.2 Sejalan Pembeli tidak memegang semua hak Pekerjaan HAKI sesuai dengan Bagian 8.1 ini, Kontraktor akan memberikan kepada Pembeli lisensi non-eksklusif, dapat dialihkan, meliputi seluruh dunia, secara terus menerus, tidak dapat ditarik kembali, dan bebas royalti, dengan hak untuk sublisensi, untuk menggunakan setiap dan semua Pekerjaan HAKI sesuai dengan tujuan penggunaannya atau untuk memungkinkan penggunaan tersebut kepada pihak ketiga. Dalam hal perangkat lunak (*software*), hak ini akan termasuk hak untuk memperbaiki kesalahan dari perangkat lunak (*software*) atau untuk memperbaikinya, dan untuk mengunduh, menampilkan, menjalankan, mentransmisikan, menyimpan, membuat kembali secara permanen atau sementara, menterjemahkan, menyesuaikan, mengatur dan mengubah perangkat lunak (*software*) untuk tujuan ini kepada pihak yang Pembeli telah mengalihdayakan layanan IT dan pelaksanaan pekerjaan. Setiap hak hukum dan hak yang telah disepakati akan tetap tidak terpengaruh.

9. Pelanggaran Hak Kekayaan Intelektual

9.1 Kontraktor akan memberikan ganti rugi dan membebaskan Pembeli terhadap setiap dan semua denda, kehilangan, kerugian, biaya dan pengeluaran yang timbul oleh atau dinilai terhadap Pembeli yang timbul dari klaim atau proses yang diajukan oleh pihak ketiga yang menuduh penggunaan oleh Pembeli atau pelanggannya dari suatu Pekerjaan, Pengiriman atau bagian dari padanya, atau peralatan yang membuat Pekerjaan atau Pengiriman, secara langsung maupun tidak langsung melanggar Hak Kekayaan Intelektual dari pihak ketiga tersebut.

9.2 Sehubungan dengan klaim tersebut, Kontraktor dapat, dengan biayanya sendiri, menyebabkan Pembeli dan pelanggannya hak untuk melanjutkan semua tindakan sehubungan dengan Pekerjaan atau Pengiriman, atau jika pengadaan dari hak tersebut bukan pilihan yang masuk akal dan layak, penggantian Pekerjaan atau Pengiriman atau bagian dari padanya dengan alternatif yang tidak melanggar sekurang-kurangnya sama dengan bentuk, kesesuaian, dan fungsi Pekerjaan dan Pengiriman yang disetujui secara tertulis oleh Pembeli.

10. Penandaan

10.1 Kontraktor wajib mematuhi semua perundang-undangan, peraturan, aturan, ordonansi yang berlaku yang mengatur penandaan dan pelabelan dari Pengiriman, termasuk namun tidak terbatas pada *Directive (EC) 2006/42/EC (Machinery Directive) and Regulation (EC) no. 1907/2006 (REACH)*. Konfirmasi pesanan, tagihan, catatan



contain all required markings and/or labeling.

- 10.2 Contractor shall make duly available to Purchaser any and all certificates of origin, suppliers' declarations pursuant to Regulation (EC) no. 1207/2001, and any other necessary proofs of origin including any and all information required by law.

11. Delivery time

- 11.1 Contractor shall make each Delivery on the date and time specified for delivery in the Purchase Order.

- 11.2 The timeliness and the completeness of a Delivery is subject to:

- acceptance by Purchaser;
- Purchaser's satisfactory outcome of agreed material testing; and
- the handing over of all documents to be delivered with the Delivery.

- 11.3 Contractor shall promptly inform Purchaser if it becomes apparent that it shall be unable to make (part of) the Delivery on the agreed delivery date and time, stating the reasons and the anticipated duration of the delay.

- 11.4 If the probable delay is greater than 10 days from the agreed delivery date and time, Purchaser shall have the option to either extend the time of Delivery or to terminate the Purchase Order at no cost.

- 11.5 For each week of delay, Purchaser is entitled to claim as liquidated damages an amount of 0.5% of the agreed price for the part of the Delivery which is delayed, up to a maximum of 5 % of such price, unless Contractor is not at fault for the delay. The Contractor and Purchaser hereby agree that such amount represents a fair, reasonable and genuine pre-estimate of the monetary value of the loss and damage likely to be suffered by the Purchaser as a result of such delay and the Contractor waives any objection it may now or hereafter have that the amount would be otherwise than fair and reasonable.

- 11.6 Notwithstanding Section 11.4 and 11.5, Purchaser explicitly reserves all its other rights and remedies in case a Delivery is delayed.

12. Packaging, Shipment

- 12.1 The goods shall be packed in a manner suitable to avoid transportation damages.

- 12.2 Shipments shall be made in accordance with the requirements stipulated by Purchaser. Unless otherwise agreed in writing, each Delivery shall be effected DDP (INCOTERMS 2020), including discharge. Contractor is obligated to insure the goods

pengiriman dan setiap dan semua dokumen pengiriman juga akan memuat semua penandaan dan/atau pelabelan yang dipersyaratkan.

- 10.2 Kontraktor akan menyediakan kepada Pembeli setiap dan semua surat keterangan asal barang, daklarasi kesesuaian pemasok sesuai dengan *Regulation (EC) no. 1207/2001*, dan bukti lain yang diperlukan termasuk setiap dan semua informasi yang dipersyaratkan.

11. Waktu Pengiriman

- 11.1 Kontraktor akan melakukan setiap Pengiriman pada tanggal dan waktu yang ditentukan untuk pengiriman dalam Pesanan Pembelian.

- 11.2 Ketepatan waktu dan penyelesaian Pengiriman tunduk pada:

- penerimaan dari Pembeli;
- Kepuasan Pembeli atas hasil pengujian bahan yang disepakati; dan
- penyerahan semua dokumen untuk dikirimkan bersama Pengiriman.

- 11.3 Kontraktor akan segera memberitahu Pembeli jika menjadi jelas bahwa Kontraktor tidak mampu melaksanakan (sebagian) Pengiriman pada tanggal dan waktu pengiriman yang telah disepakati, dengan menyebutkan alasan dan durasi keterlambatan yang diantisipasi.

- 11.4 Jika keterlambatan mungkin lebih lama dari 10 hari dari tanggal dan waktu pengiriman yang telah disepakati, Pembeli akan memiliki pilihan untuk memperpanjang waktu Pengiriman atau mengakhiri Pesanan Pembelian tanpa biaya.

- 11.5 Untuk setiap minggu keterlambatan, Pembeli berhak untuk menagih pembayaran ganti rugi (*liquidated damages*) sejumlah 0,5% dari harga yang disepakati dari setiap bagian Pengiriman yang tertunda, sampai dengan maksimum 5% dari harga yang disepakati tersebut, kecuali jika Kontraktor tidak bersalah atas keterlambatan tersebut. Kontraktor dan Pembeli dengan ini menyetujui bahwa jumlah tersebut merupakan perkiraan yang adil, wajar, dan asli dari nilai moneter atas kerugian dan kehilangan yang mungkin diderita oleh Pembeli sebagai akibat dari keterlambatan tersebut dan Kontraktor mengesampingkan segala keberatan yang saat ini atau nanti bahwa jumlah tersebut dinyatakan menjadi sebaliknya tidak adil dan wajar.

- 11.6 Tanpa mengabaikan Bagian 11.4 dan 11.5, Pembeli secara tegas mencadangkan semua hak dan upaya hukum lainnya jika terjadi keterlambatan Pengiriman.

12. Pengemasan, Pengiriman

- 12.1 Barang harus dikemas dengan cara yang sesuai untuk menghindari kerusakan selama pengiriman.

- 12.2 Pengiriman harus dilaksanakan sesuai dengan persyaratan yang ditetapkan oleh Pembeli. Kecuali jika disepakati sebaliknya secara tertulis, setiap Pengiriman dilakukan dengan DDP (INCOTERMS 2020), termasuk



	for the duration of the shipment.		bongkar muat. Kontraktor wajib untuk memastikan barang selama durasi pengiriman.
12.3	The delivery note shall be enclosed in every shipment as shipping document if delivery is made by vehicle, carrier or mail. In case of deliveries by train, the delivery note shall be sent to Purchaser by mail on the day of dispatch.	12.3	Catatan pengiriman harus dimuat di setiap pengiriman sebagai dokumen pengiriman jika pengiriman dilakukan melalui kendaraan, pengangkut, atau surat. Jika pengiriman dilakukan melalui kereta api, catatan pengiriman harus dikirimkan kepada Pembeli melalui surat pada hari pengiriman.
12.4	Up to and including the day on which the Delivery is dispatched, Purchaser has the right to request detailed dispatch notes from Contractor in triplicate for each shipment, regardless of the type of dispatch.	12.4	Sampai dengan dan termasuk hari dimana Pengiriman dikirimkan, Pembeli memiliki hak untuk meminta catatan pengiriman dari Kontraktor dalam rangkap tiga untuk setiap pengiriman, terlepas dari jenis pengiriman.
12.5	Unless otherwise agreed upon, Contractor shall not be entitled to make partial or early shipments.	12.5	Kecuali jika disepakati sebaliknya, Kontraktor tidak berhak untuk melakukan pengiriman sebagian atau lebih awal.
13.	Transfer of Risk, Ownership, Documents	13.	Pengalihan Resiko, Kepemilikan, Dokumen
13.1	In case of Deliveries without assembly or installation, ownership and risk shall pass to Purchaser upon handing over of the Delivery to Purchaser at the agreed place of receipt. If Deliveries include assembly or installation, ownership and risk shall pass to Purchaser upon acceptance of the assembled or installed Delivery or, if acceptance is not required, upon handing over of the Delivery at the agreed place of receipt. Purchaser may declare whether or not the Delivery is accepted up to six weeks after Contractor has notified him of the completion of the assembly or installation of the Delivery.	13.1	Dalam hal Pengiriman tanpa perakitan dan pemasangan, kepemilikan dan resiko akan berpindah kepada Pembeli setelah penyerahan Pengiriman kepada Pembeli di tempat penerimaan yang disepakati. Jika Pengiriman termasuk perakitan dan pemasangan, kepemilikan dan resiko akan berpindah kepada Pembeli setelah penerimaan dari Pengiriman yang dirakit dan dipasang atau, jika penerimaan tidak diperlukan, setelah penyerahan Pengiriman di tempat penerimaan yang disepakati. Pembeli dapat menyatakan apakah Pengiriman diterima atau tidak sampai dengan enam minggu setelah Kontraktor memberitahukan kepadanya tentang penyelesaian perakitan atau pemasangan Pengiriman.
13.2	Unless explicitly agreed otherwise in writing, Contractor shall not reserve ownership of a Delivery.	13.2	Kecuali jika disepakati sebaliknya secara tertulis, Kontraktor tidak bisa mencadangkan hak milik atas Pengiriman.
13.3	Purchaser reserves ownership of Reserved Goods. Reserved Goods shall be stored separately, identified, and administrated by Contractor, all free of charge. They may only be used for the execution of Purchase Orders placed by Purchaser.	13.3	Pembeli mencadangkan hak milik atas Barang yang Dicapangkan. Barang yang Dicapangkan akan ditempatkan secara terpisah, diidentifikasi, dan diadministrasikan oleh Kontraktor, semua bebas dari biaya. Barang yang Dicapangkan hanya akan digunakan untuk pelaksanaan Pesanan Pembelian yang dilakukan oleh Pembeli.
13.4	To the extent permitted by the prevailing regulations, any processing of Reserved Goods is carried out on behalf of Purchaser. If Contractor processes or confuses the Reserved Goods together with other materials, Purchaser shall be entitled to co-ownership of the newly created object in the ratio of the value of the Reserved Goods to the value of the other materials that have been used in such process. If Purchaser's ownership of the Reserved Goods extinguishes due to accession, confusion or specification, Contractor hereby transfers in advance to Purchaser its ownership in the newly created object in the ratio of the value of the Reserved Goods to the value of the other materials that have been used in such process. Contractor stores the newly created object for Purchaser free of charge.	13.4	Sejauh diizinkan oleh peraturan yang berlaku, setiap proses Barang yang Dicapangkan dilakukan atas nama Pembeli. Jika Kontraktor memproses atau mencampur Barang yang Dicapangkan bersama-sama dengan bahan-bahan lain, Pembeli berhak atas hak milik bersama atas objek yang baru dibuat dalam rasio nilai dari Barang yang Dicapangkan dengan nilai bahan-bahan lain tersebut yang digunakan dalam proses tersebut. Jika hak milik Pembeli atas Barang yang Dicapangkan hilang karena penggabungan, pencampuran atau spesifikasi, Kontraktor dengan ini mengalihkan terlebih dahulu kepada Pembeli hak miliknya atas objek yang baru dibuat dalam rasio nilai dari Barang yang Dicapangkan dengan nilai bahan-bahan lain tersebut yang digunakan dalam proses tersebut. Kontraktor menyimpan objek yang baru dibuat tersebut untuk Pembeli dengan tanpa biaya.
13.5	Contractor shall provide all documentation to Purchaser which Purchaser needs for the assembly, operation, maintenance, or repair of the Delivery free of charge and in due time. Purchaser may review, and Contractor is obliged to allow Purchaser to	13.5	Kontraktor akan menyediakan semua dokumentasi kepada Pembeli yang mana Pembeli butuhkan untuk perakitan, operasi, pemeliharaan, atau perbaikan dari Pengiriman dengan tanpa biaya dan pada waktunya.



review, any and all inspection and test reports of Contractor with regard to a Delivery.

13.6 Purchaser reserves any and all title and copyrights to Documents provided to Contractor. Without the explicit written consent of Purchaser, Documents may not be made available to third parties. They must be used exclusively for the performance of the obligations under the Purchase Order. Following the execution of the Purchase Order, Contractor shall promptly return the Documents to Purchaser.

13.7 If the rendering of support or repair services forms part of the Purchase Order, Contractor shall prepare a report of each on-site service and repair visit and provide Purchaser with a copy thereof.

14. Inspection, Warranty, Defects

14.1 Purchaser is under no obligation to inspect incoming Deliveries, unless they show any obvious material defect, including a lack of correspondence of the delivered amount and type of goods with the Purchase Order and clear and visible damages to the goods by transportation. Purchaser shall notify Contractor of such obvious defect within a period of two weeks following the receipt of the Delivery and of a hidden material defect within two weeks after its discovery. This Section 14.1 shall only apply to Purchase Orders with regard to the delivery of goods.

14.2 For a period ending 36 months after receipt of a Delivery by Purchaser, Contractor warrants to Purchaser that each Delivery made by Contractor shall:

- be of good and merchantable quality;
- conform to any and all specifications provided by Purchaser;
- be manufactured and delivered in conformity with the relevant Purchase Order(s) and with Purchaser's instructions;
- be manufactured and delivered in compliance with all applicable national and international laws and regulations; and
- be free and clear from any security interest/right or any other lien or encumbrance, for the benefit of either Contractor or any third party.

14.3 If a Delivery is defective, Purchaser may, without prejudice to any other rights and remedies, request a Cure of the defective Delivery. Place of performance of the Cure shall be the place where the defective Delivery is located. Contractor shall bear the costs of the Cure.

14.4 To the extent that any defective goods are, as agreed, shipped by Purchaser or any third party commissioned by Purchaser to

Pembeli dapat meninjau, dan Kontraktor wajib untuk memungkinkan Pembeli untuk meninjau, setiap dan semua laporan pemeriksaan dan pengujian dari Kontraktor sehubungan dengan Pengiriman.

13.6 Pembeli berhak atas setiap dan semua hak dan hak cipta atas Dokumen yang disediakan kepada Kontraktor. Tanpa persetujuan tertulis dari Pembeli, Dokumen tidak dapat dibuat tersedia kepada pihak ketiga. Dokumen tersebut harus secara eksklusif digunakan untuk pelaksanaan dari kewajiban berdasarkan Pesanan Pembelian. Setelah pelaksanaan Pesanan Pembelian, Kontraktor harus mengembalikan dengan segera Dokumen kepada Pembeli.

13.7 Jika pemberian layanan dukungan dan perbaikan merupakan bagian dari Pesanan Pembelian, Kontraktor harus mempersiapkan setiap laporan layanan di lokasi dan kunjungan perbaikan dan menyediakan kepada Pembeli salinannya.

14. Pemeriksaan, Jaminan, Cacat

14.1 Pembeli tidak berkewajiban untuk memeriksa Pengiriman yang akan datang, kecuali jika Pengiriman tersebut menunjukkan ada kecacatan yang jelas, termasuk ketidaksesuaian dari jumlah yang dikirim dan jenis barang dengan Pesanan Pembelian dan kerusakan yang jelas dan dapat dilihat pada barang yang dikirimkan. Pembeli akan memberitahu Kontraktor tentang cacat yang jelas tersebut dalam jangka waktu dua minggu setelah diterimanya Pengiriman dan cacat tersembunyi dalam jangka waktu dua minggu setelah penemuannya. Bagian 14.1 hanya akan berlaku kepada Pesanan Pembelian sehubungan dengan pengiriman barang.

14.2 Selama jangka waktu 36 bulan setelah diterimanya Pengiriman oleh Pembeli, Kontraktor menjamin kepada Pembeli bahwa setiap Pengiriman yang dibuat Kontraktor akan:

- berkualitas baik dan dapat diperjualbelikan;
- sesuai dengan setiap dan semua spesifikasi yang ditetapkan oleh Pembeli;
- dibuat dan dikirimkan sesuai dengan Pesanan Pembelian dan instruksi Pembeli;
- dibuat dan dikirimkan sesuai dengan semua hukum dan peraturan nasional dan internasional yang berlaku; dan
- bebas dan jelas dari hak/kepentingan jaminan atau hak gadai atau pembebanan lainnya, untuk kepentingan Kontraktor atau pihak ketiga.

14.3 Jika Pengiriman cacat, Pembeli dapat, tanpa mengurangi hak dan upaya hukum lain, meminta Perbaikan dari Pengiriman yang cacat tersebut. Pelaksanaan perbaikan harus di tempat dimana Pengiriman yang cacat tersebut berada. Kontraktor akan menanggung biaya Perbaikan.

14.4 Sejauh barang yang cacat, sebagaimana disepakati, dikirimkan oleh Pembeli atau pihak ketiga lain yang



Contractor, Contractor shall bear the costs and the risk of such backhaul.

14.5 If Contractor fails to carry out the Cure within the reasonable grace period granted for this purpose, Purchaser shall, without prejudice to any of its other rights and remedies, be entitled to remedy the defect or to commission a third party to remedy the defect at the expense of Contractor. In case of imminent danger or particular urgency, Purchaser shall also be entitled to remedy the defect or commission a third party to remedy the defect at the expense of Contractor without having to grant a grace period.

14.6 Contractor shall be liable for any work carried out in order to remedy defects, for replacement or re-manufacturing to the same extent as for the initial Delivery. Deliveries which were repaired or re-executed as a remedy of a defect shall be subject to a new and independent warranty period of 24 months after the Cure has been carried out, unless the remaining warranty period that applies to the initial Delivery is longer, in which case the longer period shall apply.

14.7 Contractor shall indemnify and hold harmless Purchaser from any and all claims, costs and expenses incurred by or assessed against Purchaser which arise out of a claim or proceeding brought by a third party in relation to a defective Delivery for which Contractor is at fault.

14.8 Contractor shall not change any process, material, or manufacturing location without prior written notification and approval of Purchaser. Contractor shall provide the full details of change, also providing to Purchaser the specification wherein the change is indicated, and for packaging components, to include, inter alia, the technical drawing. Process changes include but are not limited to:

- Changing of product specification.
- Changing of sub-suppliers.
- Moving production to a different but similar machine.
- Relocation of manufacturing equipment within a facility, or relocation to an alternate facility.
- Changing key process parameters as defined by Contractor and/or Purchaser.
- Combining processes to streamline manufacturing.
- Outsourcing production to a sub-supplier.
- Addition of tooling to increase capacity.
- Substantive changes to testing procedures or COA reports.

ditugaskan oleh Pembeli kepada Kontraktor, Kontraktor akan menanggung biaya dan resiko pengembalian (*backhaul*) tersebut.

14.5 Jika Kontraktor gagal menjalankan Perbaikan dalam tenggang waktu yang diberikan untuk tujuan ini, Pembeli berhak, tanpa mengurangi hak dan upaya hukum miliknya, untuk memperbaiki cacat tersebut atau menugaskan pihak ketiga untuk memperbaiki cacat tersebut dengan biaya ditanggung oleh Kontraktor. Dalam hal bahaya yang akan terjadi atau kepentingan khusus yang mendesak, Pembeli juga berhak memperbaiki atau menugaskan pihak ketiga untuk memperbaiki cacat tersebut dengan biaya ditanggung oleh Kontraktor tanpa memberikan tenggang waktu.

14.6 Kontraktor bertanggung jawab untuk setiap pekerjaan yang dilakukan untuk memperbaiki kecacatan, untuk penggantian atau pembuatan kembali pada tingkat yang sama seperti Pengiriman awal. Pengiriman yang akan diperbaiki atau dikerjakan kembali sebagai perbaikan kecacatan akan tunduk pada jaminan baru dan independen dalam jangka waktu 24 bulan setelah Perbaikan dilakukan, kecuali jika sisa jangka waktu jaminan yang berlaku pada Pengiriman awal lebih lama, maka jangka waktu yang lebih lama tersebut yang akan berlaku.

14.7 Kontraktor harus memberikan ganti rugi dan membebaskan Pembeli dari setiap dan semua klaim, biaya dan pengeluaran yang timbul oleh atau dinilai terhadap Pembeli yang timbul dari klaim atau proses yang diajukan oleh pihak ketiga sehubungan dengan Pengiriman yang cacat karena kesalahan Kontraktor.

14.8 Kontraktor tidak akan mengubah setiap proses, bahan, atau lokasi pembuatan tanpa pemberitahuan tertulis dan persetujuan terlebih dahulu dari Pembeli. Kontraktor akan menyediakan rincian yang lengkap dari perubahan, juga menyediakan kepada Pembeli spesifikasi dimana perubahan terindikasi, dan untuk komponen pengemasan, termasuk, antara lain, gambaran teknis. Proses perubahan termasuk namun tidak terbatas pada:

- Mengubah spesifikasi produk.
- Mengubah sub-pemasok.
- Memindahkan produksi ke lokasi berbeda namun dengan mesin yang sama.
- Relokasi peralatan pembuatan di dalam fasilitas, atau relokasi ke fasilitas alternatif.
- Mengubah parameter proses utama sebagaimana didefinisikan oleh Kontraktor dan/atau Pembeli.
- Menggabungkan proses untuk merampingkan pembuatan.
- Mengalihdayakan produksi kepada sub-pemasok.
- Menambahkan alat untuk meningkatkan kapasitas.
- Perubahan yang substantif pada prosedur pengujian atau laporan COA.



- Packaging components.

No testing method or testing standard shall be changed or eliminated without prior written notification and approval of Purchaser.

No reported specification or specification tolerance shall be changed without prior written notification and approval of Purchaser.

Contractor shall comply with Purchaser's Supplier Requirement Manual (<https://www.supplier-portal.henkel.com/supplier/SuppQuality.do>).

- 14.9 Contractor shall provide at least two (2) years' advanced written notice of a proposed discontinuation in the manufacturing of any good sold to Purchaser. In the event that the discontinuation of the manufacturing of a good becomes inevitable, in addition to providing the above notice, Contractor shall allow Purchaser to make a last-time purchase of at least one year's supply of the goods.

15. Confidentiality

- 15.1 Contractor shall treat all Information as confidential. In particular, it is not entitled to forward or make available Information to third parties without prior written consent of Purchaser. The Information shall be protected from unauthorized access or use. Without prejudice to any other rights, Purchaser may demand the immediate return of all Information if Contractor is in breach of any of these obligations.

- 15.2 These obligations shall remain in force for a duration of 10 years following the execution of the respective Delivery.

- 15.3 The obligations of this Section 15 shall not apply to Information which:

- at the time of disclosure is in the public domain;
- was in Contractor's possession at the time of receiving the relevant Purchase Order;
- becomes part of the public domain by publication or otherwise through no fault of Contractor;
- was obtained by Contractor from a third party, having a lawful right to disclose the same;
- is required to be disclosed by applicable law, regulation or order of a court of competent jurisdiction provided, however, that Contractor takes all reasonable steps to restrict and maintain the confidentiality of such disclosure and provides reasonable prior written notice to Purchaser of the requirement to disclose such information and the specific disclosure(s) proposed to be made to satisfy such law(s), regulation(s) or legal process(es).

- Komponen pengemasan.

Tidak ada metode atau standar pengujian yang diubah atau dihilangkan tanpa pemberitahuan tertulis atau persetujuan dari Pembeli.

Tidak ada spesifikasi atau toleransi spesifikasi yang dilaporkan yang diubah tanpa pemberitahuan tertulis atau persetujuan dari Pembeli.

Kontraktor harus mematuhi Persyaratan Manual Pemasok milik Pembeli (<https://www.supplier-portal.henkel.com/supplier/SuppQuality.do>).

- 14.9 Kontraktor akan menyediakan pemberitahuan tertulis setidaknya dua (2) tahun sebelumnya terkait penghentian dalam pembuatan setiap barang yang dijual kepada Pembeli. Dalam hal penghentian penghentian dalam pembuatan barang menjadi tidak dapat dihindarkan, selain memberikan pemberitahuan tersebut di atas, Kontraktor akan memungkinkan Pembeli untuk membuat pembelian terakhir kali atas pasokan barang setidaknya untuk satu tahun.

15. Kerahasiaan

- 15.1 Kontraktor akan memperlakukan semua Informasi sebagai rahasia. Khususnya, Kontraktor tidak berhak untuk meneruskan atau menyediakan Informasi kepada pihak ketiga tanpa persetujuan tertulis dari Pembeli. Informasi harus dilindungi dari akses dan penggunaan yang tidak sah. Tanpa mengurangi hak lainnya, Pembeli dapat meminta pengembalian segera atas semua Informasi jika Kontraktor melanggar kewajiban ini.

- 15.2 Kewajiban ini akan tetap berlaku selama jangka waktu 10 tahun setelah pelaksanaan masing-masing Pengiriman.

- 15.3 Kewajiban dari Bagian 15 tidak berlaku kepada Informasi yang:

- pada saat pengungkapan adalah dalam domain publik;
- dalam penguasaan Kontraktor pada saat penerimaan Pesanan Pembelian yang relevan;
- menjadi bagian dari domain publik melalui publikasi atau bukan karena kesalahan dari Kontraktor;
- diperoleh oleh Kontraktor dari pihak ketiga yang memiliki hak yang sah untuk mengungkapkan hal yang sama;
- dipersyaratkan untuk diungkapkan oleh hukum yang berlaku, peraturan atau perintah dari pengadilan yang memiliki wewenang dengan ketentuan, namun, bahwa Kontraktor melakukan langkah-langkah yang wajar untuk membatasi dan menjaga kerahasiaan dari pengungkapan tersebut dan menyediakan pemberitahuan tertulis kepada Pembeli terkait persyaratan untuk mengungkapkan informasi tersebut dan pengungkapan khusus yang diusulkan untuk dibuat untuk mematuhi hukum, peraturan atau proses hukum tersebut.



- 15.4 Contractor may only publicly announce his business relations with Purchaser if Purchaser has given his prior written consent.
- 15.4 Kontraktor hanya akan mengumumkan secara publik hubungan bisnisnya dengan Pembeli jika Pembeli telah memberikan persetujuan tertulis terlebih dahulu.
- 16. Technical Investment Goods**
- 16. Barang Investasi Teknis**
- 16.1 If the Purchase Order concerns technical investment goods, Purchaser shall be entitled to inspect the execution of the Purchase Order at the place of execution, be it at Contractor's or any other place. Contractor is obligated to provide Purchaser access for the purpose of this inspection on normal workdays between usual operating hours. Contractor shall procure that its suppliers adhere in writing to these obligations.
- 16.1 Jika Pesanan Pembelian menyangkut barang investasi teknis, Pembeli berhak untuk memeriksa pelaksanaan Pesanan Pembelian di tempat pelaksanaan, baik di tempat Kontraktor atau di tempat lain. Kontraktor wajib untuk menyediakan Pembeli akses untuk pemeriksaan ini pada hari kerja normal antara jam operasional yang biasa. Kontraktor akan menyebabkan pemasoknya untuk mematuhi secara tertulis kewajiban ini.
- 16.2 Contractor shall support Purchaser during the execution of the inspection and shall provide the necessary facilities and equipment free of charge. Contractor shall promptly remedy any defect in the manufacturing process of the technical investment goods identified during the inspection. Such inspection shall be without prejudice to Purchaser's right to notify any defects identified after the inspection and any other rights and remedies.
- 16.2 Kontraktor akan mendukung Pembeli selama pelaksanaan pemeriksaan dan akan menyediakan fasilitas dan peralatan yang dibutuhkan dengan tanpa biaya. Kontraktor harus segera memperbaiki setiap cacat dalam proses pembuatan dari barang investasi teknis yang teridentifikasi selama pemeriksaan. Pemeriksaan tersebut tidak akan mengurangi hak Pembeli untuk memberitahu setiap cacat yang teridentifikasi setelah pemeriksaan dan hak dan upaya hukum lain.
- 17. Compliance with Relevant Personal Data Protection Laws**
- 17. Kepatuhan terhadap Undang-Undang Perlindungan Data Pribadi yang Relevan**
- 17.1 Each of Contractor and Purchaser (each a "Party" and together the "Parties") agrees to comply with all Relevant Laws with respect to Personal Data obtained or collected by, or disclosed to that Party or to be processed by that Party pursuant to these General Purchase Conditions ("GPCs"). In these GPCs, "Relevant Laws" means any local, state, provincial, territorial, national or federal laws, any local privacy and protection of personal data laws, Relevant Personal Data Protection Laws (as defined below), legislation, statutes, regulations, rules, treaties and orders of a government agency which are applicable in Indonesia and any other jurisdiction(s) where these GPCs shall be performed and used and which relate to a Party's rights or obligations under the GPCs; "Personal Data" means any data on a person which is identified and/or may be identified individually or combined with other information both directly and indirectly through an electronic system and/or non-electronic system; "Purpose(s)" means the purpose(s) which is/are expressly communicated in writing herein by one Party to the other Party to these GPCs to collect and/or process the Personal Data strictly and solely for the aforementioned purpose(s); and "Relevant Personal Data Protection Laws" means any laws and regulations relating to the protection, collection, processing and control of Personal Data, including, if directly applicable, the General Data Protection Regulation ((EU) 2016/679), and/or any relevant data protection laws and regulations in the Republic of Indonesia, including but not limited to Law No. 11 of 2008 on Electronic Information and Transactions as amended by Law No. 19 of 2016, Government Regulation No. 71 of 2019 on the Implementation of Electronic Systems and Transactions, and the Minister of Communication and Information Regulation No. 20 of 2016 on Protection of Personal Data in Electronic Systems, as amended or updated from time to time.
- 17.1 Masing-masing Kontraktor dan Pembeli (selanjutnya secara sendiri-sendiri disebut "Pihak" dan secara bersama-sama disebut "Para Pihak") setuju untuk mematuhi semua Hukum yang Relevan sehubungan dengan Data Pribadi yang diperoleh atau dikumpulkan oleh, atau diungkapkan kepada Pihak tersebut atau untuk diolah oleh Pihak tersebut sesuai dengan Ketentuan Umum Pembelian ("KUP"). Dalam KUP ini, "Hukum yang Relevan" berarti undang-undang lokal, negara bagian, provinsi, teritorial, nasional atau federal, undang-undang privasi dan perlindungan data pribadi setempat, Undang-undang Perlindungan Data Pribadi yang Relevan (sebagaimana didefinisikan di bawah), legislasi, undang-undang, peraturan, aturan, perjanjian, dan perintah dari badan pemerintah yang berlaku di Indonesia dan setiap yurisdiksi lainnya dimana KUP ini akan dilaksanakan dan digunakan sehubungan dengan hak atau kewajiban Pihak berdasarkan KUP; "Data Pribadi" berarti setiap data tentang seseorang baik yang teridentifikasi dan/atau dapat diidentifikasi secara tersendiri atau dikombinasikan dengan informasi lainnya baik secara langsung maupun tidak langsung melalui sistem elektronik dan/atau non-elektronik; "Tujuan" berarti tujuan yang dikomunikasikan secara tertulis di sini oleh salah satu Pihak kepada Pihak lainnya dalam KUP ini untuk mengumpulkan dan/atau mengolah Data Pribadi secara ketat dan hanya untuk tujuan yang disebutkan di atas; dan "Undang-Undang Perlindungan Data Pribadi yang Relevan" berarti setiap peraturan perundang-undangan sehubungan dengan perlindungan, pengumpulan, pengolahan dan pengendalian Data Pribadi, termasuk, jika berlaku secara langsung, Peraturan Perlindungan Data Umum yang berlaku di Uni Eropa (*the General Data Protection Regulation* ((EU) 2016/679)), dan/atau setiap peraturan perundang-undangan yang relevan sehubungan dengan perlindungan data pribadi di negara Republik Indonesia, termasuk tapi tidak terbatas pada Undang-Undang No. 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik sebagaimana diubah dengan Undang-Undang No. 19 Tahun 2016, Peraturan Pemerintah No. 71 Tahun 2019 tentang Penyelenggaraan Sistem dan Transaksi



- Elektronik, dan Peraturan Menteri Komunikasi dan Informatika No. 20 Tahun 2016 tentang Perlindungan Data Pribadi Dalam Sistem Elektronik, sebagaimana dapat diubah dan diperbarui dari waktu ke waktu.
- 17.2 The Parties acknowledge and agree that in the performance of these GPCs, each Party may collect and/or process Personal Data, including, without limit, transferring it outside the country in which it is collected and/or disclosing it to third parties, strictly for the Purpose(s) for which the individuals concerned have been notified and for which each individual's prior, express and written consent have been obtained prior to each and every person's Personal Data being collected, or which have been collected and/or processed.
- 17.3 The Parties acknowledge, agree and undertake that they shall have complied with legal obligations imposed upon their organization, company, affiliates and other entities by all the Relevant Laws.
- 17.4 Each Party acknowledges, agrees and undertakes that they shall have in place adequate and robust systems, equipment and processes relating to technical, data processing, information technology, secure and encrypted data storage, human resource and all organizational security measures so that the confidentiality of the collection and processing of Personal Data complies with Relevant Laws.
- 17.5 The Parties acknowledge, agree and undertake that, in the event there is any security leak or breach of Personal Data collected and/or processed by the Party or their affiliate or other entities, and/or breach of their confidentiality obligations or their obligations for their compliance with all Relevant Laws, the relevant Party shall immediately and within the first hour of discovery of such security leak or breach inform the other Party, to enable the other Party to be able to immediately inform its local country government regulator of such breach in compliance with all Relevant Laws.
- 17.6 Each Party acknowledges, agrees and undertakes that if requested by the other Party to do so to comply with the other Party's global data privacy obligations, to execute applicable European Union model contracts for the transfer of Personal Data into any countries in the European Union or which relate to the monitoring or targeting of Personal Data of any persons, subjects or citizens in or of the European Union.
- 17.7 Contractor agrees to (i) only process the Personal Data it receives from Purchaser or Purchaser's affiliates for the purposes of these GPCs and as directed by Purchaser; (ii) not disclose such Personal Data to any third party without Purchaser's written consent (unless the disclosure is required by Relevant Laws, whereupon Contractor shall promptly notify Purchaser of the same); (iii) timely report to Purchaser any complaints Contractor has received regarding the misuse of such Personal Data; (iv) maintain appropriate measures to protect against unauthorised processing, access or disclosure of the Personal Data; and (v) if requested by Purchaser to do so to comply with Purchaser's global data privacy obligations, execute applicable European Union model contracts for the
- 17.2 Para Pihak mengakui dan setuju bahwa dalam pelaksanaan KUP ini, masing-masing Pihak dapat mengumpulkan dan/atau mengolah Data Pribadi, termasuk, tidak terbatas pada, mengalihkan Data Pribadi ke luar negara dimana Data Pribadi tersebut dikumpulkan dan/atau mengungkapkan Data Pribadi kepada pihak ketiga, hanya terbatas untuk Tujuan yang telah diberitahukan kepada individu terkait dan persetujuan yang tegas dan tertulis telah diperoleh dari masing-masing individu sebelum Data Pribadi-nya dikumpulkan, atau yang telah dikumpulkan dan/atau diolah.
- 17.3 Para Pihak mengakui, setuju dan berjanji bahwa mereka harus mematuhi semua kewajiban hukum yang diberlakukan kepada organisasi, perusahaan, afiliasi dan entitas lainnya oleh Hukum yang Relevan.
- 17.4 Masing-masing Pihak mengakui, setuju dan berjanji bahwa mereka harus memiliki sistem, peralatan dan proses yang kuat dan memadai terkait dengan hal teknis, pengolahan data, informasi teknologi, penyimpanan data yang aman dan terenkripsi, sumber daya manusia dan semua tindakan keamanan organisasi sehingga kerahasiaan dari pengumpulan dan pengolahan Data Pribadi mematuhi Hukum yang Relevan.
- 17.5 Para Pihak mengakui, setuju dan berjanji bahwa jika ada kebocoran keamanan atau pelanggaran terhadap Data Pribadi yang dikumpulkan dan/atau diolah oleh Pihak atau afiliasinya atau entitas lain, dan/atau pelanggaran terhadap kewajiban kerahasiaan mereka atau kewajiban kepatuhan mereka dengan semua Hukum yang Relevan, maka Pihak tersebut harus dengan segera dan dalam waktu satu jam pertama dari penemuan kebocoran keamanan dan pelanggaran terhadap Data Pribadi tersebut memberitahu Pihak lainnya, agar Pihak lainnya tersebut dapat dengan segera memberitahu regulator pemerintah setempat sehubungan dengan pelanggaran terhadap semua Hukum yang Relevan.
- 17.6 Para Pihak mengakui, setuju dan berjanji bahwa jika diminta oleh Pihak lain untuk melakukan sesuatu guna mematuhi kewajiban data privasi global milik Pihak, menandatangani model kontrak Uni Eropa yang berlaku untuk mengalihkan Data Pribadi ke negara mana pun di wilayah Uni Eropa atau yang terkait dengan pengawasan atau penargetan Data Pribadi dari setiap orang, subjek atau warga negara di atau dari wilayah Uni Eropa.
- 17.7 Kontraktor setuju untuk (i) hanya mengolah Data Pribadi yang ia terima dari Pembeli atau afiliasi Pembeli untuk tujuan dari KUP ini dan sebagaimana diperintahkan oleh Pembeli; (ii) tidak mengungkapkan Data Pribadi tersebut kepada pihak ketiga manapun tanpa persetujuan tertulis dari Pembeli (kecuali jika pengungkapan tersebut dipersyaratkan oleh Hukum yang Relevan, dimana Kontraktor segera memberitahu Pembeli hal tersebut); (iii) segera melaporkan kepada Pembeli setiap keluhan yang Kontraktor telah terima sehubungan dengan penyalahgunaan Data Pribadi tersebut; (iv) memelihara langkah-langkah yang layak untuk melindungi terhadap pengolahan, akses atau pengungkapan yang tidak sah



transfer of Personal Data.

18. Final Provisions

- 18.1 For the purpose of these General Purchase Conditions 'in writing' or 'written' includes by letter, fax, e-mail, or other non-printed means of recorded communication.
- 18.2 If there is a conflict between the terms specified in the Purchase Order and any of these General Purchase Conditions, the conditions specified in the Purchase Order shall prevail.
- 18.3 Should any individual provision of these General Purchase Conditions or of any Purchase Order be or become invalid or unenforceable, the validity and enforceability of the other provisions shall remain unaffected. In such case Contractor and Purchaser shall negotiate with a view to substituting the invalid or unenforceable provision by a provision which comes closest to their original understanding and intentions. In absence of an agreement the provision is to be replaced by the valid provision which most closely fulfils the economic intent of Contractor and Purchaser with regard to the invalid or unenforceable provision. This provision shall also apply to unintended omissions.
- 18.4 Place of performance for any and all obligations of Purchaser and Contractor arising out of the Purchase Order shall be the registered office of Purchaser, unless stated otherwise on the Purchase Order.
- 18.5 The General Purchase Conditions and Purchase Orders shall be governed by and construed in accordance with the laws of the Republic of Indonesia, without regard to its conflict of laws principles. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.
- 18.6 Any dispute, controversy or difference arising among the parties out of, or in relation to, these General Purchase Conditions or the breach thereof ("**Dispute**") shall be settled by negotiation by the parties within five (5) business days after a party notifies the other party of any such Dispute. If within the said five business days, the parties cannot settle the dispute by deliberation, the Dispute shall be referred to and finally resolved through arbitration in the Indonesia National Arbitration Agency ("**BANI**"), being *Badan Arbitrase Nasional Indonesia* established on 30 November 1977 pursuant to Decree of the Chamber of Commerce (*Kamar Dagang Indonesia*) No. SKEP/152/DPH/1977, or such other entity known as *Badan Arbitrase Nasional Indonesia* that the competent authority has decided otherwise in a final and binding decision concerning the validity and standing of *Badan Arbitrase Nasional Indonesia* in accordance with the arbitration rules of BANI (the "**BANI Rules**") in force at the date of the Dispute, which the BANI Rules are deemed to be incorporated by reference to this Section. The number of arbitrators shall be one (1), appointed in accordance with the BANI Rules. The seat of the arbitration

terhadap Data Pribadi; dan (v) jika diminta oleh Pembeli untuk melakukan sesuatu guna mematuhi kewajiban data privasi global milik Pembeli, menandatangani model kontrak Uni Eropa yang berlaku untuk mengalihkan Data Pribadi.

18. Ketentuan Akhir

- 18.1 Untuk tujuan dari Ketentuan Umum Pembelian ini, 'tulisan' atau 'tertulis' termasuk surat, faksimile, e-mail, atau sarana komunikasi lain yang tidak dicetak dari komunikasi tercatat.
- 18.2 Jika ada ketidaksesuaian antara ketentuan yang tercantum dalam Pesanan Pembelian dan Ketentuan Umum Pembelian ini, ketentuan yang tercantum di Pesanan Pembelian yang berlaku.
- 18.3 Jika ada ketentuan dari Ketentuan Umum Pembelian atau Pesanan Pembelian menjadi tidak sah dan tidak dapat berlaku, keabsahan dan keberlakuan dari ketentuan lain tidak terpengaruh. Dalam hal demikian, Kontraktor dan Pembeli akan melakukan negosiasi dengan maksud mengganti ketentuan yang tidak sah atau tidak dapat berlaku tersebut dengan ketentuan yang mendekati tujuan dan maksud dari ketentuan yang digantikan. Dengan tidak adanya suatu perjanjian ketentuan tersebut diganti dengan ketentuan yang sah yang paling mendekati maksud ekonomi dari Kontraktor dan Pembeli sehubungan dengan ketentuan yang tidak sah dan tidak dapat berlaku tersebut. Ketentuan ini juga berlaku pada penghilangan yang tidak disengaja.
- 18.4 Tempat pelaksanaan dari setiap dan semua kewajiban Pembeli dan Kontraktor yang timbul dari Pesanan Pembelian adalah kantor Pembeli yang terdaftar, kecuali dinyatakan lain dalam Pesanan Pembelian.
- 18.5 Ketentuan Umum Pembelian dan Pesanan Pembelian diatur oleh dan ditafsirkan sesuai dengan hukum negara Republik Indonesia, tanpa memperhatikan pertentangan prinsip-prinsip hukumnya. Keberlakuan Konvensi Perserikatan Bangsa-Bangsa tentang Kontrak Jual Beli Barang Internasional (*United Nations Convention on Contracts for the International Sale of Goods (CISG)*) secara tegas dikecualikan.
- 18.6 Setiap sengketa, kontroversi atau perbedaan yang timbul antara para pihak, atau sehubungan dengan, Ketentuan Umum Pembelian ini atau pelanggaran terhadapnya ("**Sengketa**") akan diselesaikan dengan negosiasi oleh para pihak dalam jangka waktu lima (5) hari kerja setelah salah satu pihak memberitahu kepada pihak lainnya sehubungan dengan Sengketa tersebut. Jika dalam jangka waktu lima hari kerja tersebut, para pihak tidak dapat menyelesaikan Sengketa tersebut secara musyawarah, Sengketa tersebut akan diujuk dan akhirnya diselesaikan melalui arbitrase di Badan Arbitrase Nasional Indonesia ("**BANI**"), yaitu Badan Arbitrase Nasional Indonesia yang didirikan pada tanggal 30 November 1977 berdasarkan Keputusan Kamar Dagang Indonesia (SKEP/152/DPH/1977), atau badan lain yang dikenal sebagai Badan Arbitrase Nasional Indonesia yang berwenang memutuskan dengan suatu cara merupakan keputusan final dan merupakan keputusan yang mengikat mengenai keabsahan dan kedudukan Badan Arbitrase Nasional Indonesia sesuai dengan aturan arbitrase BANI ("**Peraturan BANI**") yang



shall be Jakarta. The language of this arbitration shall be English language. The award rendered by the arbitrator under this Section shall be final and binding on the parties and shall be enforceable in any court of competent jurisdiction. Each party hereby renounces any right it may otherwise have to appeal or duly relief from the award or any decision of the arbitrator contained therein and agrees that in accordance with Article 60 of Law No. 30 of 1999 on Arbitration and Alternative of Dispute Resolution, and its implementing regulations ("**Arbitration Law**"), no party shall appeal to any court from the award or decision of the arbitrators contained therein. The parties agree that none of the parties will be allowed to commence or maintain any action in any court of law with respect to any dispute, except for the enforcement of arbitral award granted pursuant to proceedings commenced pursuant to this Section. Each party waives the applicability of Article 48 of the Arbitration Law and agrees that arbitration need not to be completed within a specific time.

18.7 These General Purchase Conditions and/or Purchase Orders are executed in the English and the Indonesian language. In the event of inconsistency or different interpretation between the English and Indonesian texts, the English version shall prevail and the relevant Indonesian version shall be deemed to be automatically amended to conform with and to make the relevant Indonesian text consistent with the relevant English text.

berlaku pada tanggal Sengketa, yang Peraturan BANI dianggap dimasukkan sebagai referensi dalam Bagian ini. Jumlah arbiter adalah satu (1), yang ditunjuk sesuai dengan Peraturan BANI. Tempat arbitrase di Jakarta. Bahasa arbitrase adalah Bahasa Inggris. Putusan yang diberikan oleh arbiter dalam Bagian ini adalah final dan mengikat para pihak dan dapat dilaksanakan di pengadilan manapun sesuai kompetensi yuridiksinya. Masing-masing pihak dengan ini melepaskan haknya untuk mengajukan banding atau meminta agar dibebaskan dari putusan arbitrase atau keputusan arbiter yang terkandung didalamnya dan sepakat bahwa sesuai dengan Pasal 60 Undang-Undang Republik Indonesia No. 30 Tahun 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa, dan peraturan pelaksanaannya ("**Undang-Undang Arbitrase**"), tidak ada satu pihak pun yang dapat mengajukan banding ke pengadilan manapun atas keputusan arbiter yang terkandung didalamnya. Para pihak sepakat bahwa tidak ada pihak yang akan diizinkan untuk memulai atau mempertahankan tindakan apapun di pengadilan manapun sehubungan dengan sengketa, kecuali untuk pelaksanaan putusan arbitrase yang telah diberikan sesuai dengan prosedur yang telah dimulai sesuai dengan Bagian ini. Masing-masing pihak mengesampingkan keberlakuan Pasal 48 Undang-Undang Arbitrase dan setuju bahwa arbitrase tidak perlu diselesaikan dalam waktu tertentu.

18.7 Ketentuan Umum Pembelian dan/atau Pesanan Pembelian ditandatangani dalam Bahasa Inggris dan Bahasa Indonesia. Apabila ada ketidakkonsistenan atau perbedaan interpretasi antara teks Bahasa Inggris dan Bahasa Indonesia, versi Bahasa Inggris yang berlaku dan versi Bahasa Indonesia akan dianggap secara otomatis diubah untuk menyesuaikan dengan atau membuat teks Bahasa Indonesia menjadi konsisten dengan teks Bahasa Inggris.

[Enclosure 2a] SHE Procedure



Enclosure 2a SHE Procedure.pdf

SHE Requirements Contract Manufacturing, Traded Goods & Third Party Warehousing

Henkel, PR HG 4-02 revision 3 – Dec 13, 2023



Scope

The purpose of Henkel's requirements is to keep risks due to manufacturing of products and storage on an acceptable level, in order to avoid negative impact on human or environment. These requirements are defined to reduce the probability of an accident or incident, and to reduce the severity of potential emergency situations.

Safety measures to manufacturing of products and storage are defined with respect to planning as well as operating these areas. It covers the active and passive storage for movable containers, packages, finished goods and bulk storage.

This Annex defines Henkel's basic requirements that must be fulfilled. Independent of these requirements, compliance with applicable regulatory requirements is mandatory. If there is a contradiction between Henkel's and regulatory requirements, the local legal requirements shall prevail.

Henkel will periodically review the supplier performance, including, if appropriate, power to inspect its premises.

Definition/Terms

To the extent applicable, Henkel will utilize the O.E.C.D. (Organization for Economic Cooperation and Development, www.oecd.org) definitions of terms. Further technical terms and explanations are provided as followed:

Process of Henkel

It covers all steps of manufacturing of products for Henkel from reception of the raw/packaging materials, manufacturing of the formulation, packaging and storage to shipping of the product.

Contract Manufacturing (Henkel Know-How)

Toll Manufacturing: One or more components of a Henkel product are provided and delivered by Henkel to a third party (Toll Manufacturer) with the sole purpose to manufacture with these materials a product for Henkel.

Full Service: All components needed for the production of a Henkel product are purchased or produced by a third party (Contract Manufacturer). Henkel is entitled to select and approve the raw materials and packaging materials suppliers. If advantageous or necessary, Henkel may also negotiate purchasing conditions on behalf of the third party.

Co-Manufacturing: Third party who has a long term contract with Henkel and all prices are based on an open book model (if legally permitted) which allows Henkel to have full transparency on all costs.

Traded Goods (Supplier Know-How)

Supplier owns the formulation (Intellectual Property). All components are purchased or produced by the supplier. Henkel does not participate in the selection, approval or negotiation of the components.

Occupational Accident

Accident is an unexpected and unplanned occurrence (event), including acts of violence, arising out of or in connection with work which results in one or more workers incurring a personal injury or death.

As occupational accidents are to be considered travel, transport or road traffic accidents in which workers are injured and which arise out of or in the course of work, i.e. while engaged in an economic activity, or at work, or carrying on the business of the employer.

Occupational Injury

An occupational injury is any personal injury, or death resulting from an occupational accident. An occupational injury is therefore distinct from an occupational disease, which is a disease contracted as a result of an exposure over a period of time to risk factors arising from work activity.

Henkel further defines an occupational injury as resulting from a discrete event. Injuries resulting from repetitive motion (e.g. carpal tunnel syndrome or other muscular-skeletal injuries resulting from repetitive motion) are considered to be occupational illnesses and should not be recorded as accidents or occupational injuries.

Fatal occupational injury

A personal injury leading to death within one year of the day of the occupational accident that has occurred on site or offsite if the employee was engaged in work related business or travel at the time of injury.

Incidents

An event, series of events, or set of circumstances that disrupt normal operating procedures or threaten Henkel image.

Employee hours (EH)

Sum of the hours actually worked by all employees including overtime. Paid but not worked hours are not counted (e.g. vacations, illness, stays at health resorts, etc.) Note for simplification purposes: Monthly hours worked by a fulltime employee minus collectively agreed vacation minus average absenteeism plus average overtime multiplied by the number of employees.

Lost Days (LD)

Number of calendar days on which an employee was unable to work as a consequence of an occupational accident, including Saturdays, Sundays and holidays, free shifts, etc. The first day after the day when the employee is classified as unable to work counts as the first lost working day. The day on which the accident occurred is not counted.

Lost Time Case (LTC)

Number of occupational accidents, resulting in at least one lost calendar day (The day on which the accident occurred is not counted).

Lost Time Incidence Rate (LTIR)

Number of Lost Time Cases (LTC) relative to the basic figure of 1,000,000 employee hours.

$$LTIR = \frac{LTC * 1,000,000}{EH}$$

Segregation

Goods are segregated when they are stored in a fire proof compartment or in a distance which is sufficient to avoid affecting each other in case of a fire

Separation

Goods are separated when they are stored in a certain distance or separated by non-combustible walls, in a way which is sufficient to avoid affecting each other in case of a leakage.

Storage area

Area which is regularly used to store substances, materials or finished goods for longer than 24 hours and in a quantity above the daily need. Storage areas can be outside or inside a building (e.g. separated area, container or rack; segregated room or cabinet).

Traded goods

Supplier owns the formulation (Intellectual property). All components are purchased or produced by the supplier. Henkel does not participate in the selection, approval or negotiations of the components.

Provision area

Area which is used regularly for loading, unloading or intermediate storage of goods or materials for max. 24 hours.

Manufacturing area

Area which is used regularly for mixing, manufacturing, packaging and labeling of materials or products.

Retention

Appropriate technical measure (e.g. basin, dyke) to prevent an uncontrolled spreading of spilled material to a sewer, soil or groundwater in case of a leakage

Process of Henkel

The supplier is responsible to comply with the requirements provided within this procedure.

Requirements

1. Organization

Proper and up-to-date safety information regarding hazardous properties of each substance or product has to be available (e.g. information on storage temperature, classification, labeling; - if legally required - Material Safety Data Sheet MSDS) to ensure the right measures for daily operation and in case of emergencies.

The management of the site shall ensure that the employees receive all necessary training associated with Henkel products along the whole process.

An assessment has to be performed to identify hazardous activities. The risks of those hazardous activities have to be assessed before starting the process or work.

Risk Assessment shall consider

- Workplace risks (e.g. related to mechanical / electrical / physical / hazards, handling of chemical substances)

- Process risks (e.g. related to exothermal reactions, explosive atmospheres, storage of hazardous material)
- Environmental risks (e.g. related to fire, spillages of hazardous materials, emissions)

2. Operational safety

Manufacturing, storage and provision areas have to be kept clean and tidy and must be equipped with an adequate lighting to ensure safe work.

All goods and substances have to be labeled properly. Hazard signs have to be used for the hazardous properties.

Packaging has to be suitable and – if applicable – has to have the required authorization for the substance contained.

Goods (e.g. drums, buckets or canisters) have to be properly secured on pallets for internal transportation and upper rack storage.

Safety signs have to be used to signpost hazards, hazardous areas (e.g. ex-zones), rules and prohibitions. Traffic routes and walkways must be marked properly for a safe use of forklifts and other vehicles.

Standard Operation procedures (SOP) must be available at the workplace.

Technical (e.g. machine guarding, exhaust systems) or organizational measures shall be in place to protect operating personnel from injury or other harm.

Necessary Personnel Protective Equipment (PPE) (e.g. gloves, safety glasses, ear plugs, safety shoes) and tools (e.g. sampling devices, lifting devices) have to be defined, provided to the employees and used.

Unauthorized usage of lifting devices and fork-lifts has to be avoided. Safety equipment (e.g. safety belt, signal lights, acoustic alarms) has to be used as appropriate and kept in proper condition. Frequently indoor use of diesel powered fork-lifts is not allowed due to the industrial hygiene impact.

The supplier is responsible to perform regular inspections and maintenance for all relevant and safety critical equipment (e.g. grounding, explosion protection systems, firefighting equipment).

The site and in particular all areas related to the process of Henkel products shall be accessible by authorized persons only.

3. Emergency measures

Adequate firefighting equipment has to be evaluated in a risk assessment and must be available in the respective quantity.

Safe evacuation has to be ensured (e.g. by sufficient emergency exits, design of escape routes, emergency exercises).

Devices for eye washing and an emergency shower have to be installed close to areas where hazardous substances are handled.

Sufficient first aid kits shall be provided. A minimum of one person within reach has to be trained in first aid. Special first aid kit (calcium gluconate gel, hydrofluoric acid antidote gel) has to be available where hydrofluoric acid (HF content $\geq 0,5\%$) is present.

In any case of irregularity such as:

- fatalities (cases of death)
- neighborhood, press, media involvement,
- regulatory /governmental authorities' investigations
- fire or environmental impact if monetary loss is expected to be above 20,000 EURO

Henkel has to be informed immediately:

- Henkel contact AND
- Henkel group emergency number +49 211 797 3170 (24 hours and 7 days a week)
- Alternatively, the incident can be reported via the Supplier Portal

Suppliers of traded goods **must** inform Henkel when their products contain substances that are:

- subject to regulation or have special hazards e.g. they are classified as CMR's
- (Carcinogenic, Mutagenic or Toxic for Reproduction) or listed as SVHC's (Substances of Very High Concern)
- under discussion by regulatory bodies and are likely to be reclassified or restricted by future legislation
- covered by industry restrictions

4. Storage

Substances that might affect each other in case of an emergency (e.g. fire) have to be segregated by adequate construction of storage buildings and/or adequate distances between different storage buildings.

Aerosols must be stored segregated or separated by a cage or other appropriate measures shall be taken. Maximum load of racks must be defined.

Storage (and provision) areas shall be designed and constructed in such a way that environmental impact has to be excluded, e.g. retention volumes, drain / sewage system, impermeable flooring.

A storage plan shall be available and shall include information on allocation of hazardous substances in the storage area and maximum storage quantity permitted per storage area.

5. Environmental protection

Technical and organizational measures have to be taken to prevent contamination of soil, ground- or rainwater (e.g. due to spillages or stored waste).

Spill response equipment must be available for all hazardous substances to enable quick and safe removal of spillages.

Environmental information (e.g. energy/water consumption, amount of waste) related to the business for Henkel have to be provided on request. The accuracy of the data (measured, calculated, estimated) has to be agreed between the supplier and Henkel.

6. Shipping of the product / bulk material

Dangerous goods must at least be labeled, packed and shipped in accordance with the dangerous goods regulations (ADR, RID, IATA etc.) and – if provided by Henkel – additional specifications. The condition of the vehicle used for the transport of the product / bulk material as well as the condition of the loaded product has to be checked according to the applicable dangerous goods regulation and appropriate for safe transportation.

7. Investigation

Incidents as well as occupational 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 Henkel.

8. Key Performance Indicators (KPI's)

Accident and incident Key Performance Indicators have to be provided to Henkel on request.

Environmental key performance indicators (e.g. energy/water consumption, amount of waste) related to the business for Henkel have to be provided on request. The accuracy of the data (measured, calculated, estimated) has to be agreed between the supplier and Henkel.

Confirmation of the supplier

We confirm that we comply with the SHE requirements as aforementioned.

Place and date:

Name of Supplier:

Signature:

SHE Requirements Contract Manufacturing, Traded Goods & Third Party Warehousing

Henkel, PR HG 4-02 revision 3 – Dec 13, 2023



Scope

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Process of Henkel

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In any case of irregularity such as:

- fatalities (cases of death)
- neighborhood, press, media involvement,
- regulatory /governmental authorities' investigations
- fire or environmental impact if monetary loss is expected to be above 20,000 EURO

Henkel has to be informed immediately:

- Henkel contact AND
- Henkel group emergency number +49 211 797 3170 (24 hours and 7 days a week)
- Alternatively, the incident can be reported via the Supplier Portal

Suppliers of traded goods **must** inform Henkel when their products contain substances that are:

- subject to regulation or have special hazards e.g. they are classified as CMR's
- (Carcinogenic, Mutagenic or Toxic for Reproduction) or listed as SVHC's (Substances of Very High Concern)
- under discussion by regulatory bodies and are likely to be reclassified or restricted by future legislation
- covered by industry restrictions

4. Storage

Substances that might affect each other in case of an emergency (e.g. fire) have to be segregated by adequate construction of storage buildings and/or adequate distances between different storage buildings.

Aerosols must be stored segregated or separated by a cage or other appropriate measures shall be taken. Maximum load of racks must be defined.

Storage (and provision) areas shall be designed and constructed in such a way that environmental impact has to be excluded, e.g. retention volumes, drain / sewage system, impermeable flooring.

A storage plan shall be available and shall include information on allocation of hazardous substances in the storage area and maximum storage quantity permitted per storage area.

5. Environmental protection

Technical and organizational measures have to be taken to prevent contamination of soil, ground- or rainwater (e.g. due to spillages or stored waste).

Spill response equipment must be available for all hazardous substances to enable quick and safe removal of spillages.

Environmental information (e.g. energy/water consumption, amount of waste) related to the business for Henkel have to be provided on request. The accuracy of the data (measured, calculated, estimated) has to be agreed between the supplier and Henkel.

6. Shipping of the product / bulk material

Dangerous goods must at least be labeled, packed and shipped in accordance with the dangerous goods regulations (ADR, RID, IATA etc.) and – if provided by Henkel – additional specifications. The condition of the vehicle used for the transport of the product / bulk material as well as the condition of the loaded product has to be checked according to the applicable dangerous goods regulation and appropriate for safe transportation.

7. Investigation

Incidents as well as occupational 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 Henkel.

8. Key Performance Indicators (KPI's)

Accident and incident Key Performance Indicators have to be provided to Henkel on request.

Environmental key performance indicators (e.g. energy/water consumption, amount of waste) related to the business for Henkel have to be provided on request. The accuracy of the data (measured, calculated, estimated) has to be agreed between the supplier and Henkel.

Confirmation of the supplier

We confirm that we comply with the SHE requirements as aforementioned.

Place and date:

Name of Supplier:

Signature:

[Enclosure 2b] Corporate Standard Fire Protection



Enclosure 2b Corporate Standard Fire Protection.pdf

April
2021

Henkel Corporate Standard

Fire Protection

Owner: Manager Industrial Property Insurance

Purpose and Scope

This Corporate Standard has been set up to minimize risks related to production and storage operations, to reduce the potential of property damage to Henkel's goods/property and consequential business interruption. It is complementary to the respective SHE Standards and Requirements.

This standard is based on NFPA and VdS standards, informs about various loss control aspects and covers a wide range of questions and issues that may arise in the field of fire protection. It also covers various kinds of measures which responsible managers shall consider in order to provide protection against physical risks for Henkel assets, especially fire. The protection for the employees and neighborhood as well as the evacuation proceeding are not dealt with in detail here.

General fire protection requirements are defined in **Part A** of this standard.

Specific fire protection requirements for warehouses are defined in **Part B** of this standard.

The rules set out herein apply for all employees worldwide being responsible for the construction and/or use of any building structure, including internal or external warehouses.

This Standard is applicable to all **newly built or rented building structures as well as any newly built or rented warehouses with a stock value above 5,000,000 EUR.**

Crucial Requirements

This chapter shows the crucial requirements of this Corporate Standard. This list is non-exhaustive and to be compliant all requirements in this Corporate Standard need to be fulfilled.

Requirement	Chapter
Corporate Insurance Department must be involved at an early stage of each new warehouse project.	Purpose & Scope
Local legal requirements must always be complied with. Wherever the Henkel Standard is stricter than the requirements defined by local law, the internal Henkel Standard must be complied with as long as it does not contradict the local regulations.	Introduction
With regards to all building structures already existing in Henkel (or acquired companies upon acquisition) the responsible manager shall notify the Corporate Insurance Department of any shortcomings in regard of this Standard.	Introduction
If there are objectives and valid reasons for not implementing certain requirements completely and/or within a reasonable amount of time, requirements may be waived (or softened). Reasons for negative decisions on requirements have to be documented and must be verifiable. If an agreement cannot be reached, the case has to be presented to the Corporate Compliance and Risk Committee and the respective Business ExCom for common decision.	Introduction

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1. Introduction

This Standard **must not** be understood to replace or contradict local legal requirements, which **must** always be complied with. Wherever the Henkel Standard is stricter than the requirements defined by local law, the internal Henkel Standard **must** be complied with as long as it does not contradict the local regulations.

With regards to all building structures already existing in Henkel (or acquired companies upon acquisition) the responsible manager **must** notify the Corporate Insurance Department of any shortcomings in regard of this Standard. The Corporate Insurance Department shall then review and evaluate the risk situation and shall agree with the responsible manager on necessary risk improvement measures along the lines of this standard. If there are objectives and valid reasons for not implementing certain requirements completely and/or within a reasonable amount of time, requirements may be waived (or softened). Reasons for negative decisions on requirements **must** be documented and **must** be verifiable. If an agreement cannot be reached, the case **must** be presented to the Corporate Compliance and Risk Committee and the respective Business ExCom for common decision.

All newly built or rented building structure concepts **must** be approved by the Corporate Insurance Department prior to contract signing. The same applies for any new warehouse project (internal or with third parties).

Corporate Insurance Department **must** therefore be involved at an early stage of each new building or warehouse project.

Expert terms and explanations are listed in **Appendix A "Terms & Definitions"**.

In addition to the requirements examples and additional implementation guidance are included in **Appendix B "Implementation - Best Practice"**. The decision to adhere to the guidance in Appendix B is left to the individual plant/business management.

Generally, it is highly recommended to progressively modify the fabric of existing plants, together with their production facilities, in order to bring them in line with all outlined requirements of the procedure and the level of loss control described in Annex 1.

A. General Fire Protection Requirements

A 1 Organization and Planning

1.1 Organization

An appropriate safety and security organization including fire protection **must** be set up.

1.2 Risk Assessment

- Plant impact assessments as well as process hazard and risk assessments **must** be carried out and **must** be updated as needed. Where chemicals, gases or flammable substances are involved, risk analysis **must**, where appropriate, be carried out in accordance with the relevant legislation (e.g., the Seveso Directive in the European Union, PSM Process Safety Management in the USA).
- The risk of incidental damage (fire, explosion, environmental damage) from neighboring companies **must** be investigated.
- The loss potential resulting from any natural hazards (flood, earthquake, hurricane, hail, heavy snow falls, etc.) **must** be evaluated and precautions taken to minimize the risk.

1.3 Emergency Management

Emergency management **must** be undertaken.

1.4 Safety Regulations

- The "Safe Work Permit" procedures **must** be followed.
- Personnel (whether external or internal) who engage in and supervise hot work **must** receive the necessary training.
- Rules **must** be established for contract work and these **must** be discussed with contractors

1.5 Fire Protection Representative

A qualified person(s) to be responsible for fire protection and loss prevention **must** be appointed.

1.6 Fire Fighting and Protection Team

- In accordance with the company size, persons for firefighting and protection (firefighting and protection team) **must** be designated and announced.
- The members of the fire fighting and protection team **must** have specific knowledge of plant hazards and **must** be regularly trained on the use of available fire protection equipment.
- Where practical all and maintenance staff should be offered practical training in operators the use of fire extinguishers.
- Operators **must** be aware of the fire protection and special fire extinguishing systems installed in their units.
- Housekeeping **must** be maintained at a high level at all times and periodic internal inspections should be carried out to ensure acceptable levels of cleanliness and order.
- Significant deposits of combustible (fatty) materials or dust **must** not be allowed to build-up on equipment, the building structure or inside ducting.
- Oils and other liquid spills **must** be cleaned as soon as possible. Sawdust should not be used as an absorbent.
- The person having responsibility (for housekeeping and order) in each area should be clearly identified.

1.7 Management of Change

- Management of Change (MoC) procedures **must** be in place to ensure that changes and modifications to operations or equipment receive appropriate review and approval prior to implementation.

- Management of Change (MOC) procedures **must** be in place to ensure that changes and modifications to operations are communicated to concerned staff and that drawings and procedures are appropriately updated to include the changes.

1.8 Impairments to Fire Protection Equipment

The fire protection impairment procedures should clearly indicate that the Henkel management **must** be notified if there are impairments to sprinkler protection or automatic smoke detection that last longer than 8 hours or that will extend overnight.

To avoid the loss of insurance coverage, notification **must** be given to

- a) the insurer (contact: impairments@chubb.com / in USA: fireimpairment@chubb.com)
- b) the Insurance Department (contact: wilfried.simon@henkel.com)

A 2. Structural Fire Protection

2.1 Location of Buildings

Either a sufficient safety distance between neighboring buildings and/or equipment is required, or suitable protection should be provided against the exposure.

Adequate access should be provided to and around all buildings for the fire brigade (for firefighting and to evacuate people).

2.2 Design & Construction of Buildings

- New, single-story, permanent buildings **must** be built of non-combustible materials.
- Temporary buildings **must** only be used to contain materials with a low value (< €500,000) and should be at least 5 m from any other buildings or structures.
- Foamed plastic (polyurethane, polystyrene, etc.) **must not** be used in building construction. This includes also specific foam material such as PIR sandwich panels.
- The design and location of the company's own buildings shall take identified risks (ref. A1.2) into account.
- Buildings exposed to serious explosion damage should be protected by a blast resistant construction or adequate separation from the potential source of an explosion.
- Appropriate lightning protection **must** be installed for buildings and plants.

2.3 Compartments

- Non-production related office areas **must** be separated or cut-off from production areas and warehouses.
- Major warehouses and production areas **must** be separated from each other by distance or fire walls.
- Within areas that are permanently occupied there **must** be an alternative escape route.
- Connections (such as fire doors) between compartments **must** be automatic closing and kept closed when not in use for long periods of time. The use of smoke detection actuated door releases is faster and therefore preferred over fusible link operated doors.
- Openings in fire-resistant walls for cables, pipes, etc., **must** be adequately fire-stopped (insulation, seals, etc.). Ducts passing across fire walls **must** be provided with rated automatic fire dampers.
- There **must** be a documented inspection and a maintenance program for the fire walls and all components functional remaining parts. Particular attention **must** be given here to fire doors and holes in the fire walls.
- Fire doors **must** be closed at idle hours. They **must** be protected against damages from vehicles.
- The challenge of preventing a fire spread of aerosols from one compartment to another **must** be controlled by appropriate means of protection such as a labyrinth, fire doors which are opened only for forklift traffic individually, very fast running sliding doors or similar types of means of protection.

2.4 Evacuation

- Evacuation plans **must** be available in plants
- Evacuation drills **must** be held at least once per year for each shift.

2.5 Ventilation

A maintenance program for the functional testing of automatic smoke detection and fire/smoke dampers in central ventilations systems **must** be clearly defined and adhered to.

2.6 Smoke Vents

- Smoke vents should be installed where evacuation might otherwise be hindered or prevented by smoke.
- Smoke vents should be installed where fumes could cause serious production disruption and financial loss.

2.7 Drainage & Containment

Buildings where combustible or flammable liquids or hazardous liquids in general are used or stored **must** be provided with adequate containment and retention facilities. Alternatively, liquids **must** drain in a safe manner to a safe location.

A 3. Technical Fire Protection

3.1 Technical Checks

Technical checks of fire protection equipment **must** be carried out regularly and always before initial operation and after every major change by accepted experts.

3.2 Supply of Water for Fire Fighting

- A sufficient capacity of a minimum water supply for extinguishing fires **must** be provided in agreement with the local fire brigade and insurers.
- The fire water supply **must** be highly reliable and **must** remain available even in the case of a plant-wide power failure.

3.3 Hand-held Fire Extinguishers

- All facilities **must** be appropriately equipped with suitable hand-held fire extinguishers. They **must** be placed at easily visible and well- defined points.
- In buildings the travel distance to the nearest fire extinguisher should not exceed 25 m.
- Access to fire extinguishers **must** not be blocked by storage or equipment.
- Hand-held fire extinguishers **must** be carried on trolleys for welding equipment.

3.4 Automatic Fire Detection

- With the exception of premises where an automatic sprinkler system is installed, all premises **must** be protected with an automatic fire detection system when new building, rebuilding or extension work is carried out.
- Automatic smoke detection **must** be installed in unsprinklered warehouses and in unmanned electrical rooms.
- Fire alarms should be transmitted to a constantly attended location via supervised lines.

3.5 Automatic Extinguishing Systems

Automatic water sprinklers **must** be installed in production and storage premises with an insurance value > 100 MEUR (combined property damage + business interruption if it is in one fire area) and in warehouses with an insurance value > 5 MEUR (as further explained in the Corporate Standard Fire Protection Part B, B.1). (Exception: premises with special alternative fire protection and a low fire load.)

3.6 Drainage & Containment

- A sufficient system of containment of fire- fighting water should be available.
- The drainage system should have an emergency valve to close the system in case of a spillage.

A 4. Fire Protection & Prevention in Special Premises

4.1 Production Areas

- Production areas **must** be separated from other areas (warehouses, offices) by means of walls and floors capable of resisting fire (90 min).
- If not protected by an approved system of automatic sprinklers, production areas using flammable solvents and/or combustible liquids should be limited in size to 1.600 m².
- Basements where flammable or combustible liquids could accumulate **must** be provided with fixed fire protection installations and should be fire-proof. Class I flammable liquids **must** not be stored in a basement area.
- Production areas should be fitted with appropriate smoke vents.
- Drainage **must** be arranged to minimize the spread of liquids, particularly to other fire areas and to the general environment.

4.2 Yard Storage

- Idle pallets and combustible goods may be stored 1 m away from against fire-resistant walls without openings.
- A clear space of 10 m **must** be kept between idle pallets and combustible goods and walls which are not fire-rated or fire-resistant walls with openings.
- A clear space of 15 m **must** be kept between idle pallets and combustible goods and any wooden construction

4.3 Offices / Work Offices & Barracks

Offices **must** be fire-segregated from production and storage areas.

4.4 Battery Charging Points & Garages

This refers to any battery charging point (for forklifts trucks and cleaning machines) as well as garages.

- No combustible material **must** be placed within 2.5 meters of a battery charging point. The point must be clearly marked.
- Any battery charging station **must** be compartmented as a separate charging room, with walls and floors capable of resisting fire.
- Hand-held fire-extinguishers **must** always be available at battery-charging points.
- Vehicles with full tanks **must** not be garaged in storage areas or in areas with flammable materials.
- Battery charging **must** not be carried out in a high-rack store.
- Battery charging points and garages **must** be well ventilated.

4.5 EDP Centers

This refers to any EDP Center such as Control Centers, Control Rooms, Telephone Switchboards, Archives and the like.

- Important computer premises (etc.) **must** form a separate compartment with walls and floors capable of resisting fire.
- Computer premises (etc.) **must** be provided with an automatic fire detection system and may need to be equipped with suitable automatic fire extinguishing equipment.
- Computer premises (etc.) are no storage rooms and **must** be clean all time.

4.6 Workshops, Compressor Rooms & Hydraulic Rooms

These rooms **must** form separate compartments with walls and floors capable of resisting fire.

4.7 Boiler Rooms & Heating Installations

- A boiler room **must** form a separate compartment with walls and floor capable of resisting fire.
- A boiler room for LPG and gas-fired boilers **must** be fitted with a gas alarm if gas can accumulate.
- Portable radiant gas fired heaters **must** not be used.

- Portable electric resistance heaters **must** not be used in warehouses or production areas without special permission.
- Gas alarm **must** be given for evacuation and the alarm shall go through to a permanently manned station.
- Gas pipes **must** have a readily accessible safety- valve outside the critical area

4.8 Heating Chambers

- Heating chambers **must** be constructed of non- combustible material. (If the use of non-combustible material is not possible, e.g., for sealings or insulation layers, the used material **must** be able to resist fire.)
- In special cases (e.g., heating of flammable liquids or operation without nearby presence of operating personnel) an automatic smoke detection system and an automatic deluge system **must** be installed.
- Combustible packaging material, e.g., wooden pallets, **must** never be put in the heating chamber unless a special risk assessment has been carried out.
- Electrically heated chambers should be provided with independent high temperature cut-out safeties. The safety equipment / switch **must** be tested at least annually.
- Materials **must** not be left in electrically heated chambers while the plant is not occupied.

4.9 Electrical Distribution Boards, Switchgear & Transformer Rooms

- Switchgear and (oil-filled) transformers **must** be sited in separate compartments with walls and floors capable of resisting fire.
- Arc preventers **must** be installed in switchgear when building or rebuilding.
- Switchgear cabinets **must** not be situated in escape and rescue routes.
- Automatic smoke detection **must** be installed in major electrical rooms.
- The use of PCB (polychlorinated biphenyl) oil is forbidden. Equipment containing this type of oil **must** be replaced and safely disposed of.

4.10 Laboratories

- Laboratories or departments where flammable materials are handled **must** be segregated by walls and floors capable of resisting fire.
- Laboratories **must** be provided by an automatic fire detection.
- No more than 50 liters of flammable liquids (stored in a ventilated steel cabinet) may be present in a laboratory except suitable additional safety measures **must** been implemented.
- During idle hours, any flammables or solvents **must** be kept in a safety cabinet providing an appropriate fire rating.
- Suitable hand-held fire extinguishers **must** be available.
- Laboratories **must** be equipped with emergency showers.

A 5. Safe Usage of Flammable Materials

5.1 Flammable Liquids & Gases

- Flammable liquids and gases **must** be classified and signed (see Appendix B).
- Explosion zones depending on the specific situation **must** be defined (see Appendix B).
- A complete safety and protection concept **must** be in place and adhered to when flammable liquids or gases are handled or processed.
- The Safety Standards and Requirements for Storage and Handling of Flammable Liquids **must** be considered (see Appendix B).

5.2 Flammable Gases in Gas Cylinders, Containers etc.

- The gas cylinder store, and (outside working hours) individual gas cylinders, **must** be sited outdoors in a separated and marked area. If, exceptionally, gas cylinders need to be kept indoors, they **must** be kept beside a door to the outside or some other suitable place.
- Doors to gas cylinder stores **must** be clearly marked with warning signs in accordance with

local standards.

- Gas cylinders **must** be secured to prevent them from falling over.

5.3 Pulverized Combustible Materials (Dust, Powder, Granules etc.)

- A complete safety and protection concept **must** be implemented when combustible materials are handled or processed.
- Explosion zones depending on the specific situation **must** be defined (see Appendix B).
- The Safety Standards and Requirements for Storage and Handling of Combustible Dusts, Powders, Granules etc. **must** be considered (see Appendix B).

5.4 Pumps & Pipework

- Plant maintenance procedures **must** be laid down.
- Pipework **must** be marked in accordance with the current local standard.
- Pipes **must** incorporate clearly visible shutoff valves which are easily accessible, even during a fire.

A 6. Operational Safety / Housekeeping

6.1 Maintenance

There **must** be fixed maintenance procedures.

6.2 Cleaning & Waste Disposal

There **must** be fixed cleaning and waste disposal procedures. Waste containers **must** not be stored where they will expose storage or buildings to serious fire.

6.3 Hot Work

Written permission for hot work **must** be obtained from an authorized person. Personnel (both internal and external) carrying out or supervising hot **work** must have received the necessary training.

6.4 Smoking

- Specific rules on smoking **must** be laid down.
- Smoking areas **must** be clearly marked.
- Smoking **must** not be permitted inside production or storage areas.

6.5 Electrical Installations & Lighting

- Electrical work, including temporary installations, **must** be carried out only by an authorized installer or one of his/her employees.
- Electrical installations **must** be continuously maintained and checked by qualified person.
- Electrical inspections **must** be carried out regularly by a properly qualified technician. Portable electrical equipment and tools and extension cords **must** be inspected.
- Thermographic (IR) inspections **must** be periodically carried out on electrical switchgear and electrical panels by qualified persons.
- Circuit breaker panels, fuse boxes and distribution boards **must** not be obstructed. There **must** be a clear space of at least 1 meter in front of such installations.
- When fitting new or replacing old florescent discharge lamps, a safety glow switch **must** be installed.
- In storage areas lights **must** be placed in the aisles between the racks. In all cases there **must** be at least a 1 m distance between lights and combustible materials.
- HID (High Intensity Discharge) lights, including metal halide, mercury vapor and sodium vapor types, **must** be provided with heat resistant shielding to prevent hot broken parts from falling on combustible goods.

6.6 Static Electricity

When handling material which may produce dangerous sparks from static electricity, protective current-diverting devices (bonding and grounding) **must** be installed.

A 7. Inspection & Incident Reporting

7.1 External Inspections

- Fixed detection and extinguishing systems **must** be inspected by an authorized person at least once a year.
- High tension installations and steam boilers **must** be inspected regularly by authorized persons.

7.2 Internal Inspections

- Internal inspections of equipment and devices **must** be carried out regularly.
- Respective records **must** be kept.

7.3 Loss Control Inspections

Loss Control Inspections are carried out by the Insurance Department whenever necessary.

7.4 Reporting of Incidents & Near-Accidents

There **must** be procedures for reporting incidents and near-accidents, investigating causes and making appropriate changes.

B. Special Fire Protection Requirements for Warehouses

B.1 General Requirements

1.1 Storage of incompatible substances

Incompatible substances, like oxidizers and combustibles that might react if getting in contact with each other, releasing heat or toxic gases **must** be segregated by adequate constructions of storage buildings and/or adequate distances between different well-defined storage areas.

1.2 Maximum loads

Maximum loads that racks can support at each level should be known and displayed.

1.3 Storage & provision areas

Storage and provision areas shall be designed and constructed in such a way that environmental impact is minimized, e.g., retention volumes, drain/sewage system.

1.4 Storage plan

A storage plan shall be available and shall include information on allocation of hazardous substances in the storage area and maximum storage quantity permitted per storage area. Signposts **must** display the hazards associated to this area. A dedicated and actively or naturally vented area for battery charging (at least 2.5 m from storage) **must** be available. The presence of explosive atmosphere (hydrogen) **must** be avoided.

1.5 Lighting

In general, lighting should be placed above the aisles, not above the stored goods. HID (High Intensity Discharge) lighting, like metal halide, mercury vapor, etc., **must** be provided with protective shielding or designed as enclosed fixtures so that in case the light breaks or any other physical damage occurs, no hot parts will ever fall down on stored goods.

1.6 Storage heights & areas

With respect to approved storage heights and areas the maximum storage height and areas defined by the relevant sprinkler standards **must** be complied with. In general, for sprinklered buildings the following clearances should be maintained:

- Minimum 90 cm clearance between ceiling sprinkler deflectors and the top of storage
- 15 cm clearance between any in-rack sprinkler deflectors and the top of storage in the rack
- Average 15 cm clear longitudinal flue space in double row racks that do not have in-rack sprinkler.

1.7 Yard Storage

- 1.7.1 A clear space of 1m **must** be kept between pallets and combustible goods stored against fire-resistant walls (no openings allowed).
- 1.7.2 A clear space of 10m **must** be kept between idle pallets and combustible goods and walls which are not fire-rated or fire-resistant walls with openings.
- 1.7.3 A clear space of 15m **must** be kept between idle pallets and combustible goods and any wooden construction.
- 1.7.4 Storage should not be permitted under un-sprinklered external canopies or on loading docks if the warehouse itself is sprinklered.

1.8 Impact protection

Impact protection should be provided for rack supports that are susceptible to damage. The rack and building supports, which are in danger to be damaged by forklift trucks or other heavy moving equipment, **must** be protected by ram protection barriers.

1.9 Security

The warehouse should have controlled access and exterior doors **must** be locked when not in use. Emergency exit doors **must** be unlocked from inside and **must** open to the outside at any time.

B.2 Organizational Fire Prevention Measures

- 2.1 Permission for hot work (welding, cutting, roof work, etc.)**
A formal procedure for hot work **must** be in place. This is relevant for own staff and for external workers. (see Annex 3 Hot Work Permission)
- 2.2 Smoking**
Smoking **must** be forbidden in the entire warehouse. Approved and well indicated smoking areas **must** be located in a safe place, preferably outside.
- 2.3 Self-inspections**
The maintenance department or the service provider is responsible to perform regular inspections and maintenance for all relevant and safety critical equipment (e.g., grounding, firefighting equipment). NFPA standards should be taken as a guideline for frequency of the inspections.
- 2.4 Impairment notification**
The fire protection impairment procedures **must** clearly indicate that the Henkel management **must** be notified if there are impairments to sprinkler protection that last longer than 8 hours or that will extend overnight.
To avoid the loss of insurance coverage, notification **must** be given to
c) the insurer (contact: impairments@chubb.com / in USA: fireimpairment@chubb.com)
d) the Insurance Department (contact: wilfried.simon@henkel.com)

B.3 Fixed Fire Protection

One of two basic fire protection concepts **must** be applied to protect Henkel warehouses:

EITHER

Warehouses without sprinkler protection

If the warehouse is not protected by a sprinkler system, it should be subdivided into small fire areas (with max 4,000 pallets of adhesives/ cosmetics or 8,000 pallets of detergents, raw materials, packaging and Ceresit products), provided with smoke detection to a constantly attended location, and should have good manual firefighting facilities (public fire brigade, good hydrant protection) to limit fire damage. Aerosols and flammables should be stored in their own fire cut-off area. Fire separation should be realized by good minimum F-90/T-90 rated walls with automatic closing insulated fire doors released by an automatic fire alarm system.

OR

Warehouses with sprinkler protection

Warehouses **must** be protected with a sprinkler system of an approved standard (i.e., VdS – CEA 4001, NFPA, FM) and **must** be accepted by a certified organization. Flammable liquids should still be stored in their own fire cut-off area. Aerosols should either be stored in a cut-off room or can be stored within a respective fenced area to control rocketing and if sprinkler protection is installed per standards.

- 3.1** If there are ceiling sprinklers only (for example ESFR), no solid shelves must be used in the racks in order to allow firefighting water to penetrate through the different shelf levels.
- 3.2** In special cases other automatic extinguishing systems might be considered acceptable substitutes to sprinkler protection, e.g.
- 3.2.1** foam extinguishing systems,
 - 3.2.2** water fog system,
 - 3.2.3** inert gas systems e.g., Argon, Inergen, CO₂, FM 200,
 - 3.2.4** powder extinguishing systems.

B.4 Building Construction

Buildings and construction **must** be built/consist of non-combustible materials. No insulation material like PU-foam, expanded polystyrene foam (Styropor), etc. **must** be used.

B.5 Aerosol Product Storage Areas

- 5.1 Segregated storage of aerosol products in a general-purpose warehouse shall only be applied in a warehouse that is protected completely by an automatic sprinkler system that is designed in accordance with NFPA 13, Standard for the Installation of Sprinkler Systems or equivalent standards.
- 5.2 Solid pile, palletized, or rack storage of aerosol products in excess of the maximum quantities specified in NFPA 30B shall be protected in accordance with the requirements in 5.3 through 5.3.7.
- 5.3 Storage of aerosol products shall be located in an area segregated from the rest of the warehouse by interior walls, chain-link fencing or a separation area, in accordance with the requirements of 8.3.1 through 8.3.4.

5.3.1 Interior walls shall have a fire resistance rating of 60-120 minutes and shall be continuous from floor to the underside of the roof deck or ceiling.

5.3.1.1 Openings in these walls shall be protected with self-closing or automatic closing listed fire door assemblies with fire protection ratings corresponding to the fire resistance rating of the wall as specified in the following table

Fire-Resistance Rating of Wall (min)	Fire Protection Rating of Door (min)
30-60	30-45
90-120	90
180-240	2x90

One fire door is required on each side of interior openings for attached aerosol warehouses.

5.3.1.2 For interior walls having a fire resistance rating of 120 minutes, the total floor area of the segregated aerosol storage area or areas shall not exceed 25 percent of the total floor area of the warehouse, up to a maximum of 3,660 m² (40,000 ft²).

5.3.1.3 For interior walls having a fire resistance rating of 60 minutes, the total floor area of the segregated aerosol storage area or areas shall not exceed 20 percent of the total floor area of the warehouse, up to a maximum of 2,745 m² (30,000 ft²).

5.3.2 Chain-link fencing shall extend from the floor to the underside of the roof deck or ceiling and shall meet the following requirements:

5.3.2.1 The total floor area of the segregated aerosol storage area or areas shall not exceed 20 percent of the total area of the warehouse, up to a maximum of 1,830 m² (20,000 ft²). fencing shall not be lighter than 2.9 mm (9 gauges) steel wire woven into a maximum 50 mm (2 in.) diamond mesh.

5.3.2.2 Storage of commodities whose hazard exceeds that of a Class III commodity, as defined by NFPA 13, Standard for the Installation of Sprinkler Systems, shall be kept outside of the segregated area and at least 2.4 m (8 ft) from the fence.

5.3.2.3 The area of the design for the required ceiling sprinkler system shall extend 6 m (20 ft) beyond the segregated area.

- 5.3.2.4 A minimum of two emergency exits shall be provided.
 - 5.3.2.5 All openings in the fencing shall be provided with self-closing or automatic-closing gates or shall be protected with a labyrinth arrangement.
 - 5.3.2.6 Where automatic-closing gates are used, manual closure actuating devices shall be provided adjacent to the opening to allow for manual closure of the gates.
- 5.3.3 Subject to the approval of the AHJ (Authorities having Jurisdiction), a detached area shall extend outward from the periphery of the segregated aerosol product storage area and shall meet the following requirements:
- 5.3.3.1 The total floor area of the segregated aerosol storage area or areas shall not exceed 15 percent of the total area of the warehouse, up to a maximum of 1830 m² (20,000 ft²).
 - 5.3.3.2 The limits of the aerosol product storage area shall be clearly marked on the floor.
 - 5.3.3.3 The segregation area shall have a minimum of 7.6 m (25 ft) and shall be maintained clear of all materials that have a commodity classification greater than Class III, according to NFPA 13, Standard for the Installation of Sprinkler Systems.
 - 5.3.3.4 The area of the design for the required ceiling sprinkler system shall extend 6 m (20 ft) beyond the segregated area.
- 5.3.4 Sprinkler protection shall be provided for segregated aerosol product storage areas in accordance with NFPA or equivalent standards. Protection shall be provided for the highest level of aerosol products present.
- 5.3.5 Activation of the fire alarm system or smoke detection switch shall cause all fire doors or gates protecting openings in the enclosure surrounding the segregated aerosol product storage area to close automatically.
- 5.3.6 Storage of flammable and combustible liquids shall be separated from the segregated area by a minimum distance of 8 m (25 ft) or by the segregating wall.
- 5.3.7 Any openings in walls or fences **must** be protected so that the rocketing of aerosol cans in case of fire is prevented. This means that the openings are protected by fire doors which are opened only when a forklift passes the fire door, a labyrinth or a fast-running door.

Appendices

Appendix A: Terms & Definitions

Appendix B: Implementation – Best Practice

Appendix A: Terms & Definitions

Aerosol products	Equals Level 3 of NFPA 30 B = 30 kJ/g (13,000 Btu/Lb.); 8.31 kw/h per kg.
Archive	A collection of documents accumulated by companies and organizations etc. in the course of their activities.
Archive room	Premises where archives are kept.
Automatic fire detection	an installation which automatically detects fire.
Automatic sprinkler system	an automatic fire-extinguishing installation.
Battery charging room	special area segregated from other operations and provided with special ventilation.
Boiler room	a room designed for a boiler and, where appropriate, a supply of fuel.
Building heights:	Open space between ground floor and ceiling.
Business Interruption:	Loss of Profit as consequence of the property damage mentioned above that creates a business interruption and affects the supply chain.
CEA	Comité Européen des Assurances
Compartment opening	Opening in a wall, joist or ceiling of a compartment.
Crisis management	Methods of limiting the extent of loss sustained, i.e., various measures designed to reduce the consequences of unexpected events which may seriously affect the company.
Discharge lamp	Light source, the luminous output of which is produced by an electrical discharge in a gas, metal vapor or a combination of the two.
Dust, explosive	Fine particles of matter which in combination with air may cause an explosion.
Emergency	Situation brought about by an accident for which directly available resources are inadequate and extraordinary and coordinated action is required.
EML - Estimated Maximum Loss	An estimate of the largest potential financial loss caused by a single event. Includes property as well as business interruption loss.
Fire door	A door made to resist fire for a specified time.
Fire load (fire load density)	A measure of the total amount of heat released on complete combustion of all the flammable material within a compartment and the entire enclosing surface of the compartment.
Fire hydrant	Connection point to main firefighting water supply, located at ground level or on a wall outdoors or indoors, for use of emergency services.
Fire-resistant building	(Here) A building constructed (mainly) with non-combustible materials, whose loadbearing and dividing components are capable of resisting fire for at least 90 minutes
Fire compartmentation	The division of a building into compartments.

Fire source/fire cause	Fire source refers to the installation or object in which the fire starts. Fire cause refers to the course of events, the process of the circumstances which result in the fire. "Cause of ignition" may refer to both the source and the cause of the fire.
Flammable materials	Gases, liquids or solids defined by law or a recognized standard as flammable.
Hand-held fire extinguisher	A portable fire extinguisher for first-line defense.
High rack store	Warehouse where the stacking height exceeds 8 meters
Hot work	Welding, cutting and other comparably hazardous operations, e.g., soldering, insulating, roof-laying, processing with high-speed tools and similar work that can generate heat or sparks.
Ignition temperature	The lowest temperature at which a substance catches fire, as measured by a prescribed test method.
Indoor fire hydrant	Fire-extinguishing device, normally for first-line defense, connected to the water and sewage system of a building.
Flammable Materials Supervisor	A person appointed by the permit-holder whose task is to ensure that the activity is carried out safely and in accordance with existing regulations.
FM	Factory Mutual Insurance Company
Intrusion Alarm	An alarm system which detects movements and burglaries.
NFPA	National Fire Protection Association
Noncombustible material	Material which, when tested by a prescribed method, emits only slight quantities of combustible gases. Material which does not satisfy the "non-combustible" standard is regarded as combustible.
Office / Works Office	"Office" refers to an entire department or building. "Works office" comprises premises directly adjoining a production area, warehouse or the like.
Plant	A building with or without land belonging to a particular organizational unit, here a business area.
Property Damage:	All losses of Henkel property (equipment, goods etc.) caused by fire, natural hazards (earthquake, windstorm, snow, flood, water), theft, etc.
Provision area:	Area which is used regularly for loading, unloading or intermediate storage of goods or materials for max. 24 hours.
Rebuilding	Radical external or internal modification of an existing building.
Retaining barrier	Structure designed to prevent dangerous liquids from spreading beyond a predetermined limit.
Retention	Appropriate technical measure (e.g., basin, dyke) to prevent an uncontrolled spreading of spilled material to a sewer, soil or groundwater in case of a leakage and/or fire.
Safe distance	Distance between a storage place for flammable material and a building of installation unconnected with that storage place.
Segregation	Goods are segregated if they are stored in a fire proofed compartment or in a distance, which is sufficient to avoid

	affecting each other in case of fire.
Smoke ventilation	System for leading smoke and hot gas from a building to the open air.
Spread risk	The risk of fire spreading between buildings, storage areas, etc.
Sprinkler	A nozzle for dispersing water for extinguishing fire in premises with an automatic sprinkler system.
Sprinkler control center	Part of a sprinkler installation from which the system can be monitored, controlled or shut down.
Storage area	An area which is regularly used to store substances, material or finished goods for longer than 24 hours and in a quantity above the daily need. Storage areas can be outside or inside a building (e.g., separated area, container or rack; segregated room or cabinet).
Storage heights	Heights from ground floor up to the top of the stored goods.
VdS	Verband der Schadenversicherer
Voltage equalization	Making an electrical connection to eliminate voltage difference.

Appendix B: Implementation – Best Practices

with ref. to item A 1.1 "Organization":

To facilitate protection, each business area (or similar units) in the Group should set up its own protection and security organization. This organization will undertake and be responsible for loss prevention and loss limitation protection and security within the plant(s), the training of personnel, and the creation of action plans, dealing with losses, and organizing the reporting of incidents. It should also liaise and promote close cooperation with the police and the local emergency services.

The protection and security organization should be commensurate with the size and structure of each unit (business area, plant, etc.) and the potential threats facing it. It is essential that those who are appointed to these duties are provided with the necessary time and resources to carry them out properly.

A drawing showing the existing (and possibly future) physical protection and security applications at the plant would be very useful for those responsible for these tasks.

with ref. to item A 1.2 "Risk Assessment":

The aim of risk analysis is to assess the loss risk (the likelihood of a loss occurring) and vulnerability (consequences) of the operations of a business area or plant. With this as the starting point, an appropriate level of protection and security can be established from the point of view of both official requirements (including environmental and personal safety) and Henkel SHE Standards & Guidelines (chapter 4) for security of delivery, and emergency planning (see below) can be carried out. Insurance inspections should be the basis.

with ref. to item A 1.3 "Emergency Management":

The **emergency plan** should be adapted to the prevailing circumstances and the likelihood of threat. For impact assessment and emergency planning see SHE Standards.

A **reconstruction plan** should be drawn up for each critical or unique manufacturing unit. The type of information contained in such a plan will include e.g.:

- available alternatives/facilities for essential production
- alternative means of procuring essential raw materials and semi-finished goods
- possibilities of finding or creating alternative (temporary) production sites inside or outside the plant but within the Group or, where necessary, arrangement with external manufacturers
- possibilities of obtaining products from other plants inside or outside the Group
- alternative storage and distribution facilities from other plants within the Group or, where necessary, externally.

with ref. to item A 1.4 "Safety Regulations":

Smoking

There should normally be a general ban on smoking inside all plants, apart from specially designated smoking areas. Special permission could be given in specially designated smoking areas. Note that there may also be restrictions on smoking for health and environmental reasons.

Hot Work

Every year, a number of large fires are caused by hot work. Great care should be taken during this type of work. "Hot work" means any work similar to or involving welding and cutting, e.g., soldering, insulating, roof laying, working with high-speed tools, or any other work that can generate heat or sparks. Special written safety information should be drawn up for hot work.

Contractors and external suppliers

Special care should be taken when engaging contractors. Each plant should have special rules for contract work, formulated in line with Henkel SHE Standards. They should be gone through with each contractor, and compliance with them should be regularly checked.

Liability insurance and insurances required by local laws should always be required of contractors who are employed inside the plant area. The sum insured should be in line with the work performed by the contractor. If the work includes hot work, the sum insured should be at least Euro 5 million. A written documentation of insurance coverage is required.

with ref. to item A 1.5 "Fire Protection Representative":

Satisfactory fire protection requires the appointment of a special Fire Protection Representative. The task of this person is to check that building and operational regulations are observed and fire protection devices procured or if they are already present that they are properly inspected and maintained. It is also important for the Fire Protection Representative to cooperate with other safety and security organizations and local emergency services.

with ref. to item A 1.6 "Fire Fighting and Protection Team":

At large sites, the Fire Protection Representative should have the help of a work team (Fire Fighting and Protection Team), composed of:

- the Fire Protection Representative himself
- representatives of any contractors involved
- employee representatives, and,
- experts (representative), where necessary.

with ref. to item A 2.1 "Location of Buildings":

At least a separation of neighbor buildings and/or equipment by means of construction measures must be realized after experts' consultation if a sufficient safety distance is not realizable.

with ref. to item A 2.2 "Design & Construction of Buildings":

- For all new building, rebuilding and extension work, protection and security should be considered at an early stage of the project. Existing building regulations must be interpreted in accordance with the company's own objectives with regards to the desired level of protection combined with rational and efficient production. The Insurance Department should always be consulted.
- In general, only non-combustible materials must be approved for building. Insulation must always be non-combustible.
- Different activities should set up in separate compartments. Structures separating compartments, together with openings in them, should normally be fire resistant.
- Fire walls (resistant to fire) should normally be self-supporting and extend 50 cm above the level of the ceiling.
- In existing plants with a high EML (Estimated Maximum Loss), the roofing material should be investigated. Particular attention should be given to light roofs covered with flammable insulation and roofing felt: these should be replaced.
- It is imperative that the attack ways for the emergency units into the site as well as to the premises are arranged in cooperation with the units referred to, i.e., the fire brigade.

with ref. to item A 2.3 "Compartments":

Fire doors and sliding fire doors between compartments offer effective protection from the spread of fire. They should, therefore, be subject to continuous maintenance. In addition, there should be a reporting system so that damaged doors will be repaired without delay.

with ref. to item A 2.4 "Evacuation":

As a rough guide, "large" here means more than about 50 people. The provision of good facilities for rapid and safe evacuation is one of the most important demands placed on a building or plant. Human life is always paramount in a fire or other emergency.

Consequently, access to an alternative escape route must always be granted. This rule is mandatory according to these standards, but also - normally - according to national regulations world-wide. For this reason, local building regulations contain many provisions relating to the siting and organization of evacuation routes (including direction indicators). In large plants, a special Evacuation Committee should be set up and an evacuation alarm installed.

with ref. to item A 2.5 "Ventilation":

Fumes can spread through a ventilation system to areas that are not affected by fire. In unfavorable circumstances, the concentration of smoke may necessitate evacuation. It is particularly serious when smoke spreads to routes of evacuation such as corridors and stairs. It is also important that corrosive fumes do not spread unnecessarily to clean rooms or other sensitive production areas.

In some plants the installation of smoke detectors in ducts and fan rooms may be required. These are designed to open or close dampers, shutters etc. to prevent fumes from spreading through the ventilation system. For the requirements of a ventilation duct which penetrates a fire wall see 2.3.

with ref. to item A 2.6 "Smoke Vents":

Fire venting is a means of removing smoke and combustible gases to prevent personal injury and damage to property, facilitate firefighting and prevent flashover in an enclosed area. Significant secondary damage may be caused by smoke and combustion gases.

Suitable fire vents should normally be installed where there is a normal or high fire load or where there is sensitive equipment. This applies particularly to windowless production areas, large storage premises and generally where there are large, non-compartmentalized areas. Special calculations are normally necessary to decide how large fire vents must be.

with ref. to item A 3.1 "Technical Checks":

Technical checks should be planned foresightedly and it's carrying out should be documented.

Checks of machinery/technical equipment by accepted experts		Check before initial operation and after every major change	Check every ... years / at most after ... years
1.	Electrical equipment	X	1
2.	Smoke / heat detection, Alarm systems	X	1/2
3.	Smoke vents	X	1
4.	Automatic extinguishing systems	X	1
5.	Portable fire extinguishers/fire hoses	X	1
6.	Automatic sliding doors in emergency corridors	X	1
7.	Fire doors/shutters with automatic closing systems	X	1/2
8.	Electrical closing systems of emergency exit doors	X	1
9.	Lightning protection	X	3

Some checks/tests can also be carried out by self-inspection:

Checks/tests by self-inspection		Check frequency
1.	Manual doors	Should be closed during idle hours (weekends).
2.	Fire-pumps	Run weekly until warm (15 minutes for diesel) with checklist. Annual maintenance.
3.	Fire mains, hydrants, valves etc.	Annual flushing and lubrication etc. before winter.

with ref. to item A 3.2 "Supply of Water for Fires":

Water is the principal agent for firefighting. Although other agents are occasionally employed (e.g., carbon dioxide, dry chemicals, foams and surfactants), water remains the primary extinguishing agent for firefighting. Consequently, an adequate supply of water at adequate residual pressure should be provided.

Water is normally supplied by mains which are part of the municipal water distribution system. Only a few cities are in the position to supply a sufficient amount of water at required pressures to each part of the city. Therefore, water supplied to hydrants, standpipes or sprinklers has to be boosted by pumps located on fire department apparatus or in the buildings themselves.

Attention must be paid to water supply, distribution and pressure for emergency fire conditions. High-rise buildings are particularly sensitive because of the higher water pressure required due the building height. Large-area building must also be particularly cared for due to the large amount of water needed.

Where large amounts of flammable liquids are handled, or where the fire load is unusually high, significantly greater amounts of water are generally needed, both for extinguishing and for the cooling of tanks.

A water supply in the vicinity of the property should be adequate to supply the automatic sprinkler systems and hose streams for the occupancy hazard as defined by the local codes. A minimum of two - hour supply should be available or as dictated by the local codes for the building occupancy. If an adequate supply is not present it may be necessary to provide a private supply (e.g., private tank, pond, reservoir, etc.). Consultation with risk management should be conducted to discuss the adequacy of the water supply for fire-fighting purposes.

with ref. to item A 3.3 "Hand-held Fire Extinguishers ":

Hand-held fire extinguishers of the right type should be selected and located at defined places in the plant in consultation with the emergency services and in compliance with local standards or NFPA. Places for hand-held extinguishers should be marked with a sign conforming to local standards.

Hand-held extinguishers should be provided in areas where fire hydrants are not available or as an additional precaution in places of particular risk.

As the various extinguishing agents do not show the same effect on every type of fire, fires are classified into the following four classes:

Class A:

Fires in combustible materials such as wood, cloth, paper, rubber and many plastics. These materials require the heat-absorbing, cooling effect of water, the coating effect of certain dry chemicals which retard combustion or those dry chemical agents which interrupt combustion chain reactions.

Class B:

Fires in flammable or combustible liquids, flammable gases, greases and similar materials which can be extinguished by excluding air (oxygen), by inhibiting the release of combustible vapors with AFFF or FFFP agents or by interrupting combustion chain reaction.

Class C:

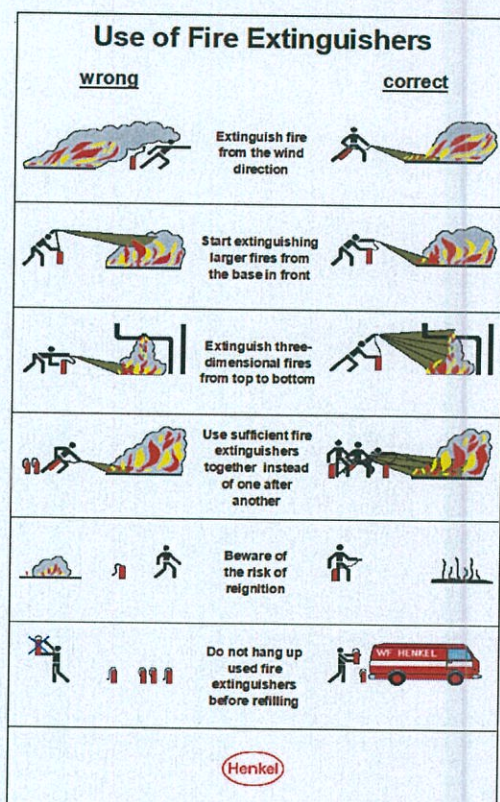
Fires in electrical equipment. The operator's safety requires the use of electrically non-conductive extinguishing agents such as dry chemicals or carbon dioxide. When the electrical equipment is deenergized, extinguishers for Class A or B fires can be used.

Class D:

Fires in combustible metals such as magnesium, titanium, zirconium, sodium and potassium which require a heat-absorbing extinguishing medium that does not react with the burning metals.

Some portable extinguishers are suitable for only one class of fire, some are suitable for two or three classes, but none is suitable for all four classes. Extinguishers must be labelled so that users can quickly identify the class of fire for which they are suited.

Instructions for Use of Fire Extinguishers:



with ref. to item A 3.4 "Automatic Fire Detection":

This requirement may be waived in consultation with the insurance department.

If fire detection is being installed in one part of the building, installation should also be done in adjacent areas.

Time is the most significant factor affecting fire control. The time for fire control includes several distinct segments including fire detection, occupant notification, fire department notification, fire department response, fire situation assessment, suppression activities and overhaul operations.

In the early stages of a fire, minutes are decisive both for life safety and for fire extinguishing actions. Therefore, effective fire detection is a vital element of fire protection.

To avoid smoke damage and excessive local fire damage, fire detection should, in some cases, also be installed to complement an automatic extinguishing installation. For example, it is possible to restrict the fire to a definite area by controlling these extinguishing systems with modern fire detection.

The aim should always be to have smoke detection and / or sprinkler systems.

After a fire or smoke detector has been activated, appropriate action must be initiated. This can involve alarm, communication, fire suppression or a combination of these activities. Alarm may alert building occupants about a fire, but what action should then be taken?

Evacuation is the normal procedure in smaller buildings. High-rise buildings, on the other hand, cannot reasonably be totally evacuated without allowing for a greater period of time. Consequently, zoned evacuation and/or safe areas of refuge should be provided within the buildings, and instructions should be given to building occupants concerning the appropriate course of action.

Communications are vital to occupant safety and fire control. Communications help warn occupants, provide instructions for actions, alert the fire department about the existing and location of a fire, and can assist the fire department in manual fire suppression.

with ref. to item A 3.5 "Automatic Extinguishing Systems":

Automatic extinguishing systems are local installations which allow to react in the case of fire with the right extinguishing material without any human intervention. By projecting automatic extinguishing equipment attention should be paid, that these are not suitable for every object. Different influences must be taken in consideration. An automatic extinguishing system always is a special concept determined for a special site. On the other hand, such systems only permit oversized fire-resistant areas.

The most important automatic systems are sprinkler systems. Their installation should normally allow an increase in the approved compartment size. Production and storage buildings which are vital to production should generally be equipped with automatic sprinklers. In case of sprinkler water flow there should be an alarm connected to the local emergency services or to a permanently - manned alarm center.

Sprinklers are to be installed in any area which is not separated from production and storage areas by fire barrier walls or floors. They should also be fitted in any building not specially fire protected if it stands less than 9 meters from a building in which sprinklers have been installed.

Where water cannot be used or in areas where water is not suitable, another kind of automatic extinguishing device can be required (e.g., carbon dioxide, Inergen, foam or powder). In any case, the fire prevention solutions with automatic systems should be designed in co-operation with local experts or the experts of the insurance department.

with ref. to item A 4.1 "Fire Protection in Production Areas":

Local building regulations will specify the number of large, non-compartmented areas normally allowed in a building in relation to the activity undertaken in it. The installation of sprinklers may allow this area to be increased (see section 3.6). Each unit should be segregated by means of walls and floors capable of resisting fire. As regards smoke ventilation, see section 2.6 above.

with ref. to item A 4.2 and B 1.7 "Yard Storage":

Pallets should be stored outdoors in a suitable area.

In recent years there have been several serious cases of arson associated with the storage of flammable material (pallets etc.) near to or against the outer walls of buildings. It is therefore extremely important that such storage (which often occurs without forethought) should be discouraged. Storage under a sprinkler-protected canopy should, however, be generally acceptable.

Plastic pallets should be avoided as much as possible, since in the event of fire they give off extremely powerful and corrosive (PVC especially) fumes. In sensitive areas plastic pallets may be used in the

interests of cleanliness; however, the number of pallets should be restricted to the amount needed for one day. Empty plastic pallets should not be kept in production areas.

with ref. to item A 4.3 "Fire Protection in Offices / Work Offices & Barracks":

Fires are common in offices, so it is important to pay attention to the segregation of sensitive production and storage areas. Offices should be separated from production and storage areas by walls and floors capable of resisting fire.

Temporary offices may not be sited within 10 meters of a permanent building or structure. If closer, they must be provided with reinforced fire walls or protected with automatic sprinklers.

with ref. to item A 4.4 "Fire Protection for Battery Charging Points & Garages":

The greatest risks associated with the charging of batteries, particularly lead accumulators, come from dangerously high concentrations of free hydrogen.

Where the fire load is particularly high, a clear space of 2,5 meters should be kept between a battery charging point and any other activity. Battery charging should be avoided in warehouses unless it can be done in a special room set aside for the purpose.

Battery charging points must be in a well-ventilated area.

Therefore, good ventilation and free passage of hydrogen out of the building are very important. It is highly recommended to let out the hydrogen through openings directly under the ceiling so no accumulation of hydrogen can occur. Electrical equipment above the charging points should be strictly avoided or carried out in ex-proof quality suitable for hydrogen. In cases where a fan-forced suction is not available, hydrogen concentration in the suction system also in case of disturbances must not exceed 25% of lower explosion limit (LEL), i.e. 1% (vol).

with ref. to item A 4.5 "Fire Protection in EDP-Centers":

"Computer premises" include computer rooms, operator rooms, disk drive rooms, rooms for communication equipment, rooms for data storage media and archives. The updates/duplicates should be stored in a separate complex or building. A "computer center" normally consists of several computer premises.

"Important computer premises" means premises which are vital to the business and which, if put out of action, would result in severe disruption to production, administration and/or the carrying on of the business.

Statistics show that most fire damage to computer premises is caused by fires which start outside the computer premises in question. Adequate compartmentation is therefore important.

Depending on the significance of the plant, computer premises should be designed to avoid adverse effects on utilities. Important computer centers (etc.) should be equipped with an automatic extinguishing system and/or be compartmented from one another.

Important computer centers (etc.) should be equipped with an effective system of access control.

with ref. to item A 4.6 "Fire Protection in Workshops, Compressor Rooms, Hydraulic Rooms":

Such places are known from experience to present particular risks of fire and explosion. They are frequently located in separate buildings, or at least not directly adjacent to areas of production or other sensitive activity.

Premises essential for the supply of utilities should be protected by a fire detection and possibly by suitable point protection.

with ref. to item A 4.7 "Fire Protection for Boiler Rooms and Heating Installations":

Vaporizers for liquid and/or solid fuels such as LPG or natural gas, with a fixed fuel supply, should be installed with due regard to design and location and checked according to local rules and regulations.

Hot-air furnaces in storage and production areas should be suitably enclosed/segregated to give a clear space of at least 1 meter around them.

Boiler rooms with boilers fired by natural (town) gas should be fitted with a gas alarm.

with ref. to item A 4.8 "Fire Protection for Heating Chambers":

In case of heating chambers sited in buildings or plants, the surrounding floor, ceiling and walls must be fire resisting.

Heating chambers must be constructed with an air outlet conduit for safe exhaust of smoke, hot air, hot gases, etc.

Electric heating chambers must be equipped with a protective temperature limiter in order to limit the maximum allowable temperature inside the chamber. The protective temperature limiter must only be reset by an electro-technician with correct tools.

Combustible materials must not be stored in an area of 5 m around the heating chamber.

Heating chambers must be cleaned sequentially to prevent formation of fire caused by tailings and residues at the bottom of the chamber.

An exception to that regulation is only possible if a risk assessment is carried out. The risk assessment may be simplified by the preconditions and safety measures described below. By these conditions normally the risk should be small enough to use of wooden pallets in heating chambers.

A. Preconditions for the exception from the Corporate Standards Fire Protection Requirements

The mandatory preconditions for the exception are:

- A1.) The situation is as described, especially
 - materials are to be "warmed-up slightly" (e.g., for pumping)
 - temperature inside the heating chamber is only about 45-55 °C
 - heating chambers are built of fire resistant/non-combustible materials
 - no other "ex-generating" materials are "stored" inside the chamber
 - heating chambers are equipped with temperature control and temperature safety limiter switch
 - areas in the surrounding of the heating chambers are already equipped with sprinklers
- A2.) warm-up of chemicals which generate explosive atmosphere must not be done (heating of such only is allowable if heaters/heating chambers are "ex-proof")
- A3.) heating chambers are kept technically in good condition
- A4.) heating chambers are always kept clean inside
- A5.) control of temperature combined with shut off for heating/steam (redundant)

B. Additional safety measures/recommended order

One of the following alternatives for additional safety measures must be implemented. The alternative with sensor and sprinkler inside the heating chamber must be realized preferably if technically adequate.

B1.) Sensor and sprinkler inside heating chamber

- heat sensors inside heating chambers (e.g., a sensor-wire) to be connected to fire alarm system and
- sprinkler inside heating chamber

Additionally: If possible, separation to production area impervious to smoke.

B2.) Sensor and sprinkler above heating chamber

- smoke detector above heating chamber

- sprinkler above heating chamber

Additionally: If possible, separation to production area impervious to smoke.

If all defined preconditions (A.) are completely applicable and one alternative of the additional safety measures (B.) is implemented wooden pallets may be used in heating chambers.

with ref. to item A 4.9 "Fire Protection for Electrical Distribution Boards, Switchgear & Transformer Rooms":

Large and/or important distribution boards should be housed in separate compartments with walls and floors capable of resisting fire.

Switchgear should be equipped with arc preventers.

Transformer rooms should preferably be sited outside main buildings, or on the ground floor of a main building against the outer façade and separate from other operations.

The personal risk resulting from exposure to magnetic fields generated by high-voltage installations should also be evaluated.

Installation of smoke detectors should be considered.

with ref. to item A 4.10 "Fire Protection in Laboratories":

In addition to the above, a laboratory where the handling of flammable materials takes place to a large extent should be fire-segregated from adjacent rooms.

No more than 10 liters of flammable liquid should normally be present in the room at any given time (1 liter in the case of ether). A reserve of no more than 50 liters (preferably less) may be kept in the room in a ventilated steel cabinet.

Explosion-proof equipment should be used when handling flammable liquid.

If gas burners are used in the room, the gas should be distributed from a central depot.
(See also section 5 below).

with ref. to item A5 "Flammable Materials":

Permission from the authorities is normally required for storing and handling of larger quantities of flammable liquids, of combustible gases, or of liquefied petroleum gases (LPG).

Storage and handling of flammable liquids and gases are associated with main hazards in form of fire and explosion, involving either the liquid, or the vapor given off from it. If gas, vapor or liquid is released accidentally or deliberately into areas where ignition sources are situated, explosions and fires are likely to occur. The same applies if an ignition source is introduced into an area with a flammable atmosphere.

Storage of combustible solids (e.g., dust, powder, granules) is associated mainly with hazards in form of fire whereas handling or processing of such materials can easily lead to a dust explosion or a fire.

Measures to prevent an explosion or a dust explosion can also be regarded as measures of fire protection since, in most cases, a fire follows an explosion.

In pure storage areas there are always large quantities of flammable materials (high load). In production areas, however, the quantities are low but ignition by equipment or from handling or other activities is high (high probability). In the following chapters of these fire protection guidelines the storage is mainly dealt with due to its high load of flammable materials. For production activities very specific additional protection concepts are required.

with reference to item A 5.1. "Flammable Liquids & Gases":

Henkel has adopted the Global Harmonization System for the identifying and labelling of flammable and combustible liquids, solids, and aerosols. This system replaces the HMIS and NFPA 704 labels typically found in the USA.

The NFPA 30 Flammable and Combustible Liquids Code and NFPA 30B Code for the Manufacturing and Storage of Aerosols or local applicable codes where applicable globally.

The Global Harmonization System (GHS) identifies liquid materials as a Category as follows:

Category	Criteria
1	Flash point < 23 °C and initial boiling point ≤ 35 °C
2	Flash point < 23 °C and initial boiling point > 35 °C
3	Flash point ≥ 23 °C and ≤ 60 °C
4	Flash point > 60 °C and ≤ 93 °C

Note: The NFPA 704 and HMIS labelling system is reverse of the GHS. (HMIS rating of 1 in the fire category is noted as a Category 4 in GHS). To properly identify the material's present at the sites, the Safety Data Sheets should always be referenced to properly identify the raw materials and finished products.

Flammable Gases in the GHS system are identified as follows:

Flammable Gases (Including Unstable Gases)

The table below summarizes GHS classification criteria for flammable gases (including pyrophoric gases and chemically unstable gases).

Type	Category	GHS Classification Criteria
Flammable gases	Category 1	Gases, which at 20°C (68°F) and a standard pressure of 101.3 kPa (14.7 psi) that: (a) are ignitable when in a mixture of 13% or less by volume in air; or (b) have a flammable range with air of at least 12 percentage points regardless of the lower flammable limit.
Flammable gases	Category 2	Gases, other than those of Category 1, which, at 20°C (68°F) and a standard pressure of 101.3 kPa (14.7 psi), have a flammable range while mixed in air.
Pyrophoric gases	Category 1	Flammable gases that ignite spontaneously in air at a temperature of 54°C or below
Chemically unstable gases	Category A	Flammable gases, which are chemically unstable at 20°C (68°F) and a standard pressure of 101.3 kPa
Chemically unstable gases	Category B	Flammable gases, which are chemically unstable at a temperature higher than 20°C (68°F) or a pressure greater than 101.3 kPa

Aerosols in the GHS system are identified as follows:

Aerosols

Aerosols are any gas compressed, liquefied or dissolved under pressure within a non-refillable container made of metal, glass or plastic, with or without a liquid, paste or powder. Aerosols should be considered for classification as either a Category 1 or Category 2 Flammable Aerosol if they contain any component classified as flammable according to the GHS criteria for flammable liquids, flammable gases, or flammable solids.

Type	Category	GHS Classification Criteria
Aerosols	Category 3	The concentration of the flammable components $\leq 1\%$ and the heat of combustion is < 20 kJ/g or other spray/foam aerosols.
Aerosols	Category 1	The concentration of the flammable components $> 85\%$ and the heat of combustion is ≥ 30 kJ/g.
Spray Aerosols	Category 1	Ignition occurs at a distance ≥ 75 cm in an ignition test.
Spray Aerosols	Category 2	Ignition occurs at a distance < 75 cm in an ignition test. However, the heat of combustion is > 20 kJ/g or ignition distance is ≥ 15 cm or the space ignition test shows that the time equivalent ≤ 300 s/m ³ or the deflation density < 300 g/m ³ ;
Foam Aerosols	Category 1	In the foam test, the flame height is ≥ 20 cm and the flame duration ≥ 2 s; or the flame height is ≥ 4 cm and the flame duration ≥ 7 s.
Foam Aerosols	Category 2	In the foam test, the flame height is ≥ 4 cm and the flame duration ≥ 2 s.

The aerosols identified in NFPA 30B are classified as follows:

Level 1 aerosol products defined as those products with a total chemical heat of combustion that is less than or equal to 20 kJ/g (8000 Btu/lb.)

Level 2 aerosol products defined as those products with a total chemical heat of combustion that is greater than 20 kJ/g (8600 Btu/lb.), but less than or equal to 30 kJ/g (13,000 Btu/lb.).

Level 3 aerosol products defined as those products with a total chemical heat of combustion that is greater than 30 kJ/g (13,000 Btu/lb.).

The protection of flammable liquids, flammable gases or aerosols has to be based upon local guidelines, standards or corporate guidelines which are:

- Flammable liquids NFPA 30, TRGS 510 or equivalent
- Flammable gases OSHA 1910.101, NFPA 55, TRGS 510 or equivalent
- Aerosols NFPA 30B, TRGS 510 or equivalent

The GHS system uses a series of nine pictograms on the labels. These are noted below:



In analogy, flammable liquids which are soluble in water and have a flashpoint above 21°C must be regarded and treated as those of class B if they are heated up to or above their flashpoint.

Ability for being mixed in water is important for the following reasons. In case a flammable liquid cannot be mixed in water, it always – also in case of fire fighting with water - will be above the water and therefore depending on the flashpoint flammable vapors will evaporate which can form an explosive atmosphere above the surface of the liquid. In case the liquid is soluble and is diluted with water, the flashpoint will be increased to higher temperatures and the amount of evaporation will decrease.

Storage and handling of class 1A, 1B or 1C or heated flammable liquids always involves a risk of explosion. Therefore, explosion preventive measures are required. Depending on the properties of liquids and gases, it is necessary to define so-called explosion zones for vessels or containers containing flammable liquids and gases, and for areas where such vessels or containers are sited or where these materials are handled or stored. It should be mentioned that flammable gases and nearly all flammable liquid vapors are of higher density than air and therefore tend to sink down and collect near the floor.

A complete safety concept is needed when flammable liquids or gases are handled or processed in production areas. Advice by suitable experts is required.

In cases where local laws and regulations do not provide for any other definition of zones endangered by explosion, the following definition shall apply:

Occurrence of dangerous explosive atmosphere				
expl. atm. caused by ☐	expl. atm. occurs ☐	permanently long lasting or often	occasionally	seldom <u>and</u> short lasting
gases, vapors, mists		Zone 0	Zone 1	Zone 2
explosion prevention necessary:				
prevention of all possible ignition sources is necessary (in all cases, i.e., expl. atm. is formed by gases, vapors, mists):		<ul style="list-style-type: none"> • for undisturbed (normal) operation • for foreseeable disturbances • for rare disturbances 	<ul style="list-style-type: none"> • for undisturbed operation • for foreseeable disturbances 	<ul style="list-style-type: none"> • for undisturbed operation

The extent of these explosion zones depends on the specific situation. Measures how to prevent possible ignition sources should be taken in accordance with local regulations or the advice of a suitable expert (safety concept).

NOTE: Flammable liquids considered here: all classes (see Table 5.1.1) or flammable liquids heated up to or above their flashpoint; exceptions for class AIII flammable liquids are noted.

Safety Standards and Requirements
<ul style="list-style-type: none"> • Stored quantities inside one room without compartmentation have to be strictly limited (e.g., 150.000 liters in tanks, 100.000 liters in containers / drums, in case of both tank and container storage 150.000 liters in total in one room)
<ul style="list-style-type: none"> • Rooms for storage of flammable liquids must have <ul style="list-style-type: none"> - a separation from adjacent rooms by fire-resistant walls, floors and ceilings - roofs which are constructed of materials resistant against sparks and heat radiation - automatic fire-detection when more than 20.000 liters are stored (exception possible for class AIII if not heated) - floors which are not be equipped with drains or openings to other rooms sited below the storage rooms - floors which are resistant against the stored chemicals - adequate mechanical ventilation, effective at floor level (exception possible for class AIII if not heated) - appropriate provisions for retaining both leakages and firefighting water (see also 5.1.2, 5.1.3) - an area, which is clearly marked and kept closed, unauthorized entrance must be prohibited
<ul style="list-style-type: none"> • No storage of oxidizing chemicals is allowed
<ul style="list-style-type: none"> • Storage of toxic or very toxic chemicals is only allowed, if these are also flammable
<ul style="list-style-type: none"> • Storage of combustible material (like paper, cardboard, wood, plastic etc.) is only allowed, if these are part of packaging material
<ul style="list-style-type: none"> • Sufficient space and access for firefighting must be provided
<ul style="list-style-type: none"> • No incinerators, ovens or similar combustion equipment allowed inside storage rooms

Flammable liquids considered here: all classes or flammable liquids heated up to or above their flashpoint; exceptions for class AIII flammable liquids are noted.

Rooms for storage of flammable liquids should not adjoin important production or research areas or areas where other important products are stored.

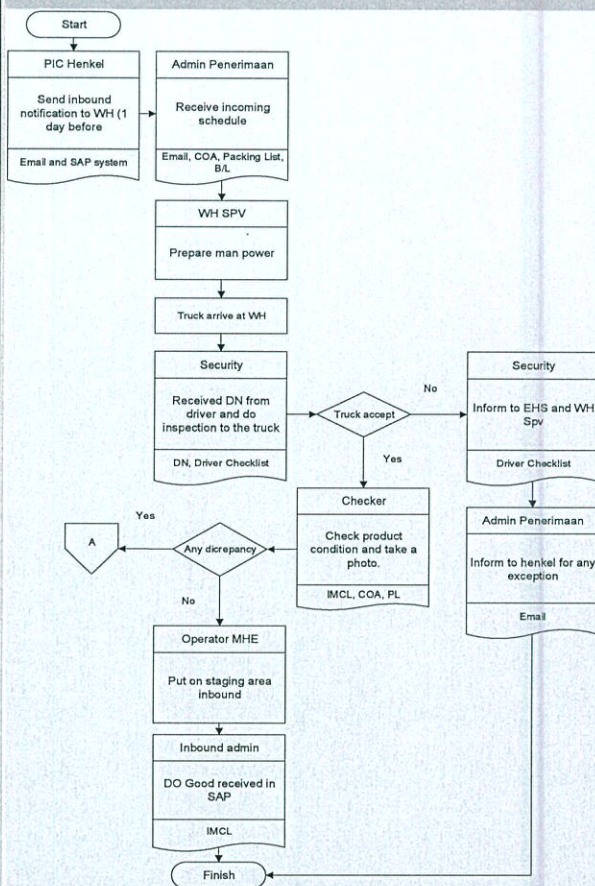
In specific cases a gas alarm system may be helpful to detect explosive atmosphere and take measures before explosion and/or fire start.

[Enclosure 3a] Order & Delivery Process



Enclosure 3a Order
& Delivery Process

4. Instruction :



Responsibility :

PIC Inbound

1. Henkel Update shipment schedule to WH 1 day before arrival

2. Transporter provide DN to security and do registration

3. WH have to ensure :

- Inspection to product visually

- container check and container seal compare with document. Take a picture if needed

- If any damage container or seal broke, please inform henkel, share the picture. henkel Surveyor Henkel Will come to check

4. prepare Staging area WH

If over capacity, WH SPC instruct to put the product at temporary area.

Specific material such as flammable, toxic : must be segregate properly

Inventory team must ensure staging area in clean and free from Haram/unclean before store the product there. The staging area must in dry condition, no dust, No animal waste and animal waste smell.

Checker

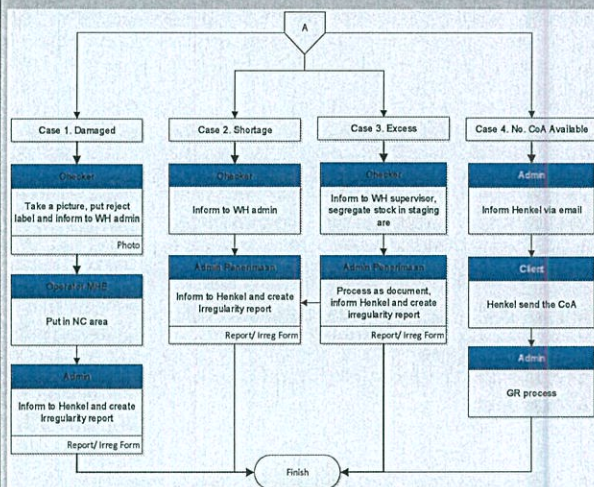
5. Warehouse will unload the product from truck / container and put on staging inbound area.

50% random check from total quantity in 1 pallet and ensure the product from truck / container didn't contaminate with haram things. If receive loose pallet, must 100% check

PIC Inbound

6. Inbound admin will do the GR

7. Submit Inbound report to henkel



Case 1. Damaged :

- Take a photo, put reject label, Inform to WH admin

- Put in Not conformity area

Case 2. Shortage :

- receive as actual receiving QTY

- Report to Henkel and create irregularity report

Case 3. Excess :

- Received as actual receiving / Remaining stock put Quarantine area until future notice from Henkel.

- Report to Henkel and create irregularity report

Actual QTY inform to Henkel

Case 4. No CoA Available

- Inbound Admin

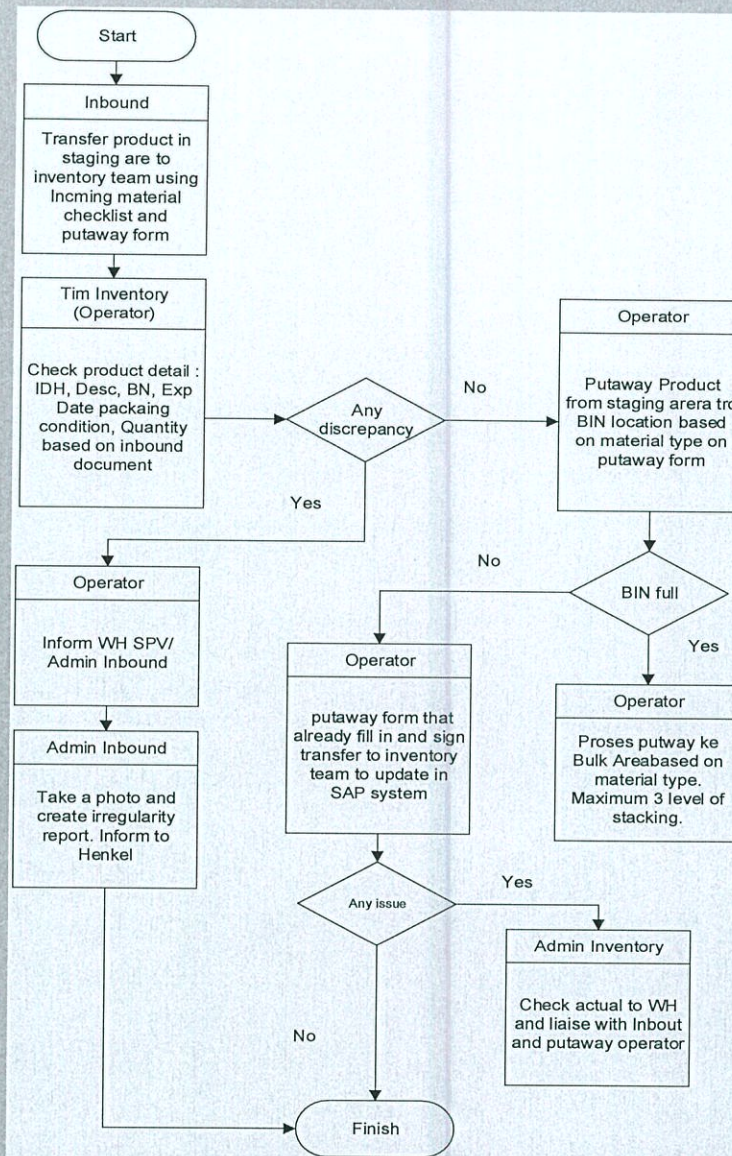
- Henkel will update the CoA to WH

- Inbound admin will GR the Product in SAP system

Note :

Irregularity report Must be submit within H+3 from product arrival.

4. Instruction :



Responsibility :

Inbound team and Checker

Inventory team, Checker

- If found the seal broke, please check inside of packaging to ensure product condition, Quantity and ect, please do reseal as well.

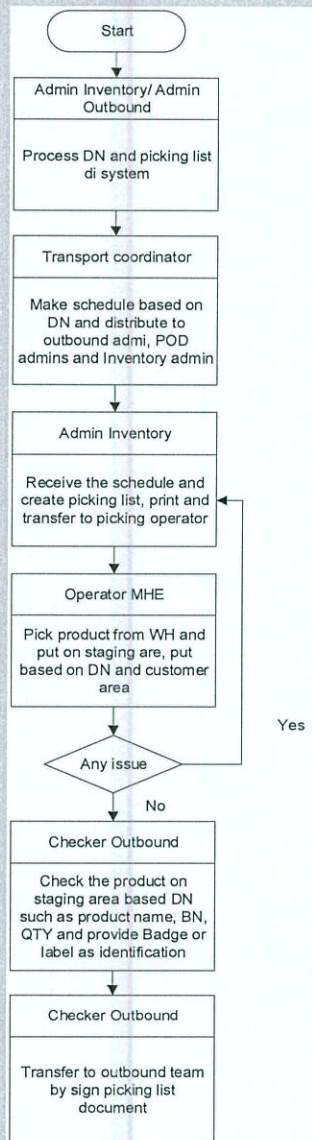
- Ensure store the product on pallet safely with considering load center and ensure the position is strong enough to avoid falling down. Please adding Wrapping and Strapping band if needed.

- Tim inventory must ensure the bin location is avoiding from material contain Najis/Haram with criteria :

1. Floor and Racking was not wet
2. No animal dumb
3. Floor and racking is not smelly

- Do not allow store the product with same packaging type in 1 Bin location

4. Instruction :



Responsibility :

1. Admin Inventory/ Admin Outbound :
Process the DN and picking list in system

2. Transport coordinator : create schedule based on DN and distribute to outbound admin, POD admin and Inventory admin

3. Admin Inventory : Received schedule and create picking list, print and transfer to Picking operator.

4. Operator MHE :
process picking product from WH and put on staging area based on DN per customer.

if any issue back to point 3.

5. If no issue, Checker Outbound : Do inspection of product in staging area based DN and provide Badge or label as identification

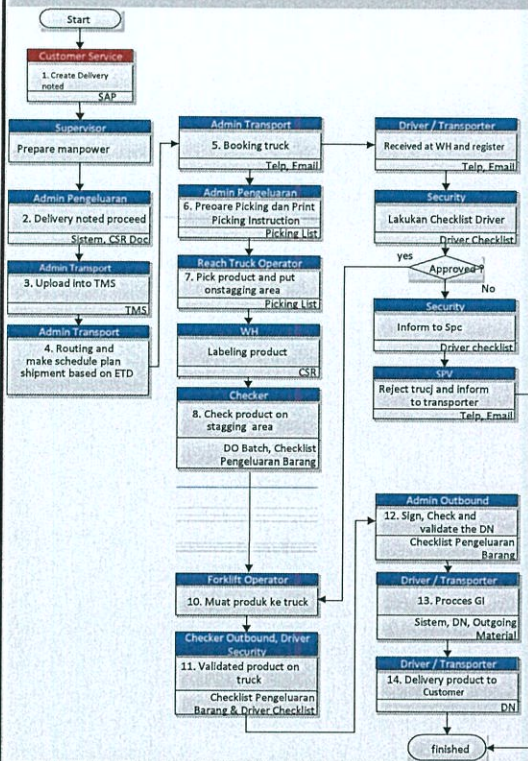
6. Checker Outbound : Transfer to outbound team by sign the picking list

NOTED :

- If found unsealed product, operator must 100% check and do reseal the product

- Ensure remaining product on pallet already OK and review loading center position to avoid any incident. If needed, adding PPlastic wrapping or strapping band.

4. Instruction :



- Customer Service Henkel, Create DO with order cut off at 3 PM
- Admin : After cut off, start to process the DN and planning GI date for tomorrow
 - DO auto generation di Sistem.
 - Admin check New DN periodically and can process the order from high scale before cut off
 - except DN to customer, also have STO from Pasuruan and Tangerang and return.
 - If System down, STO could be process by STO manual instead of DN manual
- Admin : Extract DN file to Excel file and upload into TMS system
 - Upload only for tomorrow shipment
 - Check Whether Uploaded DN to TMS already correct
- Admin : Process TMS
 - Create TO (Transport Order)
 - Shipment planning (Order consolidation / Define truck type)
 - Truck planning (Truck type / Truck No./License / Diver and co driver)
 - Confirm TO
- Admin : Inform TO planning to WH admin and transport booking to transporter for pick up product
- On truck arrival at DC, Security will check the truck use checklist driver form.
 - If OK, product can upload to the truck
 - If failed, security Will inform to supervisor for truck rejection and inform to transporter as well
- Admin : proses SAP picking plan dan print out the picking list document
 - Transfer picking list to outbound team
- Operator MHE pick up the product from Bin location and put on staging area
 - Operator MHE picking based on picking list
 - If picking list didn't match, please inform inventory team to check and update for the correct one.
- Checker : check Quality and Quantity of product based on delivery noted. Conduct random check min 50% from total quantity in 1 pallet. If loose, must be 100% check
 - Cheker : do cleaning up to the product if dirty or contain dust, to ensure the product avoiding from contamination containe Najis or haram.
 - Checker : Must be checked if the packaing opened or the seal broke, or not full quantity.
- to avoid mishandling shipment product, driver must join to monitor and manage loading and unloading process. If combine delivery, checker have to add c
- Checker provide transfer stock to driver: by using outgoing material checklist form
- Admin : After loading done, please print the DN
 - Admin must ensure GI proceed once product despatching from WH.
- Own Truck atau transporter proceed shipment to customer

Responsibility :

CS (client)

Admin

Security

Admin

Operator MHE

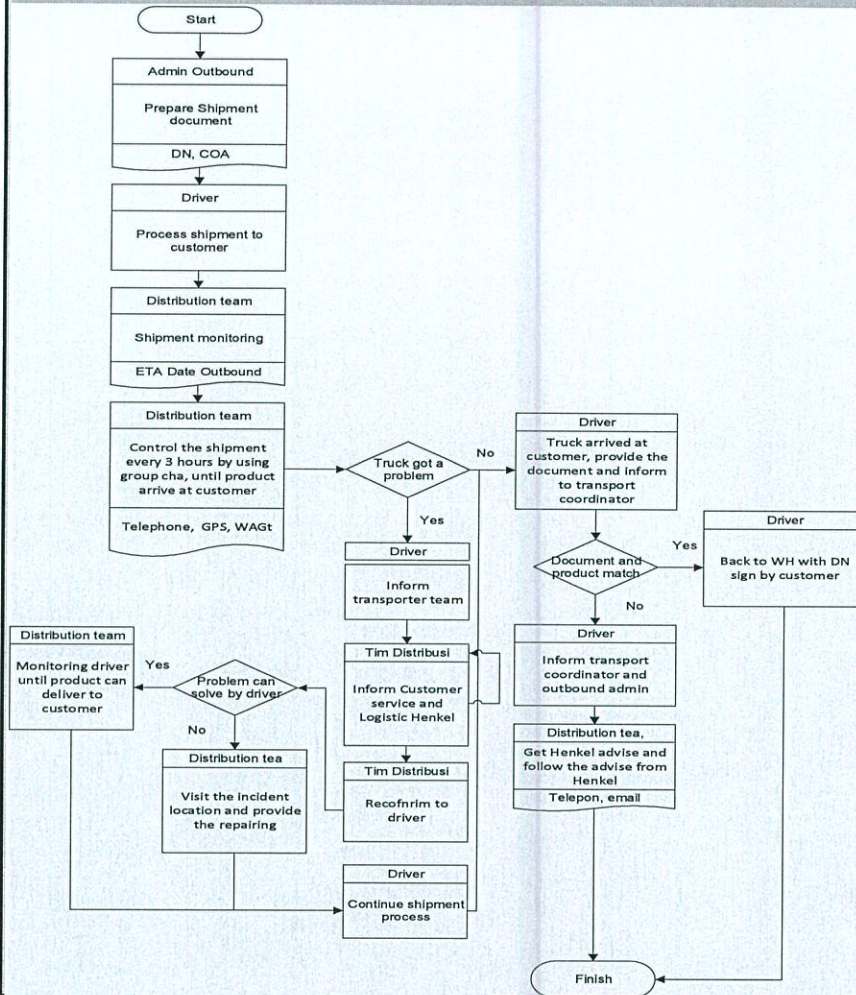
Checker

Checker

Checker, Admin & Driver

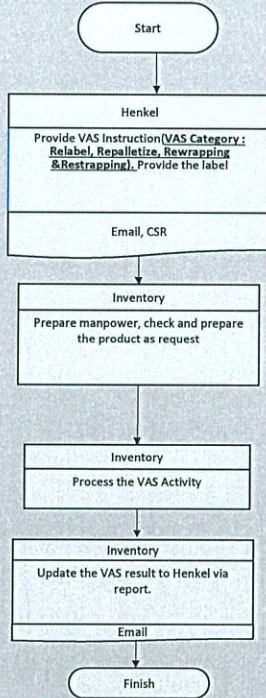
4. Instruction :

4.1 Shipment



POD
DG goods
OTM scope of work - supplier SOP responsibility

4. Instruction :



Responsibility :



1. Relabel (CSR Label, Prolongation label, GHS label, Hologram Sticker(MDC site only))

1.1. CSR (Customer Special Request) Label

- Service provider must add additional label to product packaging.
- Label provide by Henkel and print in service provider WH.
- Here are for example label (MDC site) :

- Here are for example label (DC site) :

1.2. Prolongation label (Update Expired date product)

- Services provide must replace the original label with new label prolongation.
- Label will provide by henkel and print in service provider WH
- Here example replacement label for MDC and DC site :



1.3. GHS Label

- Service provider put GHS label into product packaging
- Label will provide by henkel and print in service provider WH
- Here example replacement label for MDC and DC site :

1.4. Hologram Sticker

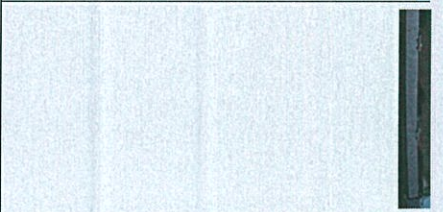
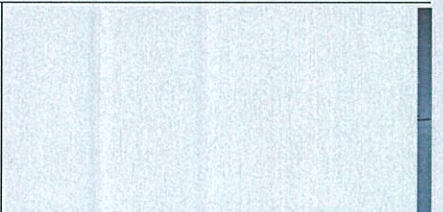
- Service provider put GHS label into product packaging
- Sticker will provide by henkel
- Here example replacement label for MDC only :

VAS Examples

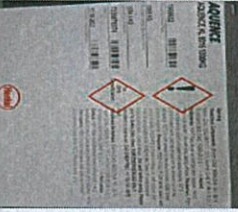
Labeling		Repackitization		3. Cleaning	
Before	After	Before	After	Before	After
Pail/Can/Drum				Cartridge (can) / Bottle	
Bag/Carton box				Container (BC) / Drum / Pail	
Henkel					



Container (IBC) / Drum/ Metal Box/ GEP/ ETB



Label/ Carton Box



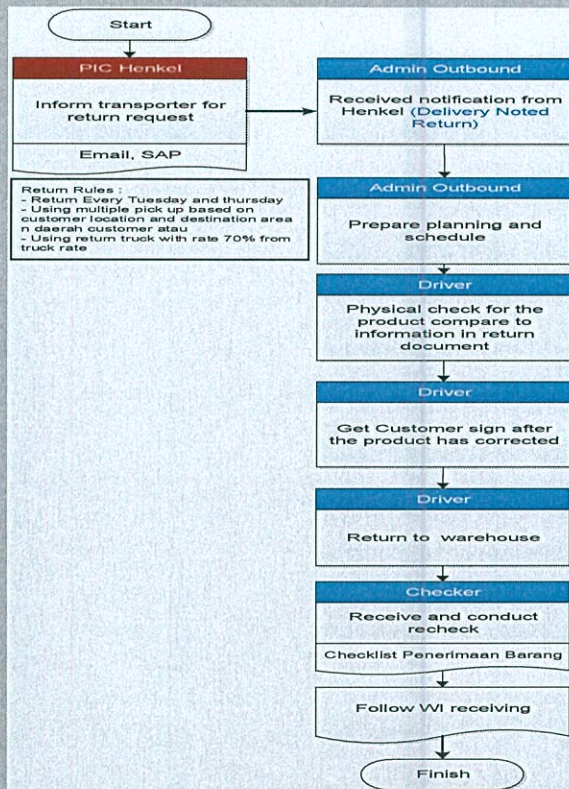
Instruction :

1. Term and condition

- 1.1. Customer return has done with below condition
 - Henkel instruct to return from customer (Customer request)
 - Return due to rejected on delivery to customer
- 1.2. Customer return must be every Tuesday and Thursday
- 1.3. Customer return can use dedicated and or combine with shipment truck
- 1.4. Type of return are (Included product: finished goods, trading goods) and Exclude product (packaging material including pallet, sample from customer, machine and related equipment)

2. Flow Process

- Henkel Instruct to return from customer (Customer request)



Responsibility :

Henkel (CS team)
(Admin Outbound)

(Admin outbound):
Refet to Return rule

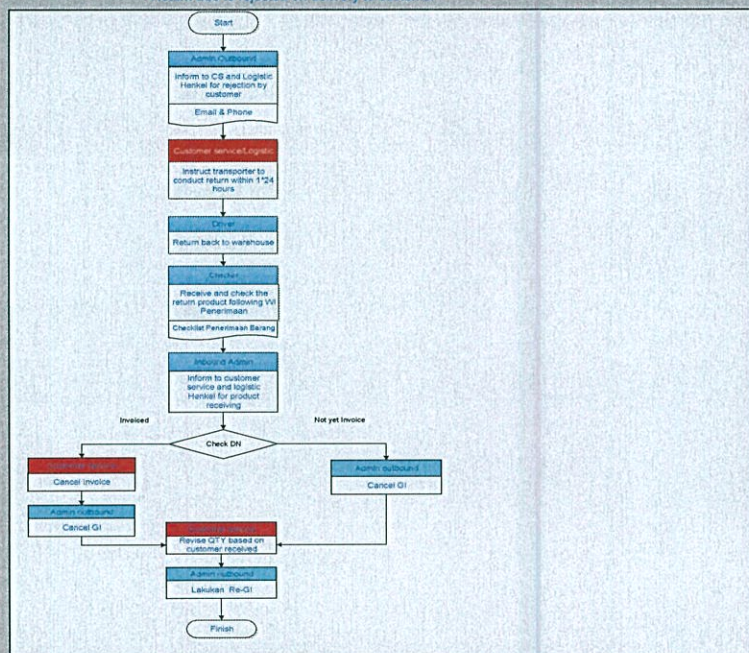
(driver):
In Customer site, driver must be check and ensure the information of return product and return document is match. They need to conduct physical check

(driver):
Driver get customer signature on return document

(driver):

(Checker inbound) :
During receiving, checker must be checked whether return product is match with return document

- Return due to rejected on delivery to customer



Admin Outbound

Customer Service / Logistic henkel

Driver

Checker Inbound

Customer Service henkel
Admin Outbound

<p>1. Totebin</p> 	<p>2. Easy Basket Tank (ETB)</p> 	<p>3. Returnable Pallet</p> 
<p>4. Machine and equipment</p> 	<p>5. GEP</p> 	<p>6. Cadde box</p> 

[Enclosure 3b] Requirements Profile



Enclosure 3b Requirements Profile.pdf



**Requirements profile
Warehousing**

**Henkel AG & Co. KGaA
Henkelstraße 67
40589 Düsseldorf
Germany**

**and
affiliated
companies**

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1. Quality/ Environmental Management Systems

1.1. Quality Management

1.1.1. EN ISO 9001

The service provider is obliged to apply a quality system as per ISO 9001 et seq. or comparable methods/ standards. This includes compliance with statutory requirements.

1.1.2. QM Audit

The service provider agrees to the execution of QM audits in his warehouse by authorised persons from Henkel and QM certification institutes. In the event of deviations from the standard of the QM system, the service provider is obliged to undertake corrective actions. Such actions must be documented.

1.1.3. Organization

The service provider is obliged to document the persons/ departments responsible for the QM system in his organisation. The service provider appoints a quality officer and, as far as legally required, a dangerous goods officer. The names of these officers have to be communicated to Henkel. The quality officer assures proper filing of Henkel's QM documents and QM records. Changes in responsibilities will be notified to Henkel without necessitating a request.

1.1.4. QM Training Courses

The service provider will regularly train responsible persons with regard to 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.

1.2. Environmental Management System

1.2.1. 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, he shall notify Henkel thereof.

1.2.2. Establishment of an EMS

If the service provider has established an EMS in accordance with article 1.2.1, the provisions of article 1.1.2 and 1.1.3 apply accordingly to an EMS. Furthermore the service provider shall instruct and train his personnel with regard to the EMS system. If dangerous goods are stored at the warehouse, these courses have to be according to ADR standards and must in parts make reference to articles 1.10 ff of ADR, Security¹. He shall keep and file records of the same.

¹ <http://www.unece.org/trans/danger/publi/adr/adr2007/07ContentsE.html>

1.3. 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 expects all suppliers' commitment towards them:

- Products are produced safely and environmentally friendly.
- The production causes no health risks and no 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 active support of our suppliers, we will achieve the implementation of these seven guiding principles across Henkel logistics.

2. Storage

2.1. Suitability of Buildings

The service provider must assure that the storage facility design and storage conditions comply with any local statutory regulations (e.g. Water Management Act) and fire/ police authority regulations throughout the entire contract duration. Official approvals/ licences required for the operation of the warehouse buildings/ warehouse spaces must be provided to Henkel in writing without prior request before signing the contract and in the event of any changes.

In terms of safety, Henkel requires the service provider to undertake adequate risk assessments based on the products stored and to implement corresponding safety measures and to train the employees accordingly.

The service provider further declares that he has received the Material Safety Data Sheets (MSDS) of all relevant Henkel products and assures their storage conditions accordingly (e.g. temperature control). Henkel on the other hand is required to inform the service provider in case there are changes in the MSDS.

An adequate detection/ extinguishing system with a direct connection to a constantly manned station (fire brigade or Security Company) should be installed. To this purpose, the service provider shall set up an emergency phone number enabling him to contact and be contacted by Henkel and the fire brigade without delay in case of an emergency. The service provider shall notify Henkel and the responsible fire brigade of this number and of any later changes.

Also respect the requirements of "SHE Procedure Contract Manufacturing, Traded Goods & Third Party Warehousing"

2.2. Warehousing Principle/ Batch Management

All goods need to be stored in a structured and countable way. Applicable stock movement principles need to be followed (e.g. FIFO, expiration date based, batch number based, etc.). Unless otherwise noted, stock movements need to follow FIFO principles. Rules for joint storage of dangerous goods need to be observed.

At the request of Henkel, the service provider quarantines or releases stocks and/ or takes samples for quality controls. If required by Henkel, the service provider will book goods into a separate quarantine store.

2.3. Stockholding at Several Locations

If stocks are held at several locations, the service provider must arrange any necessary stock transfers between the relevant storage locations under his own responsibility. If these transfers take place via public roads, the service provider must ensure e.g. the presence of all relevant delivery documents issued by the service provider including dangerous goods indications. Henkel shall be notified of the individual locations.

2.4. Handling of Damaged Goods

The service provider shall record and post any damaged or missing / lost stock and notify Henkel thereof without delay. Damaged stock needs to be identified either physically or electronically and blocked as such. Blocked stock must not be disposed without HENKEL's approval.

2.5. Warehouse Access Authorisation

The service provider must ensure that access to the storage location is denied to unauthorised persons. Sales-force members and other persons with the required authorisation from Henkel are entitled to gain access to the warehouse at all times after giving prior notice.

2.6. Serve with Other Customers

The service provider generally can serve other customers on the site, outside the area reserved for Henkel. Henkel requires to be informed about other customers where these customers deal in same sector as the Henkel products that are stored in the warehouse. Should there be any interference between other customers using space in the Henkel area or otherwise Henkel requiring space with other customer areas, this generally should be possible but requires a prior agreement between Henkel and the service provider.

3. Handling-Out

3.1. Order-Picking

For goods to be exported, the form of packaging of goods has to be in accordance with the regulation of the importing country and the mode of transport. The service provider receives information on the ADR classifications, the type of carrier and the destination countries. The resulting conditions and requirements have to be defined and applied by the service provider with legal compliance.

3.2. Truck Loading

3.2.1. Responsibilities upon Goods Hand Over

The authorisation of the transport service provider has to be checked by the service provider through the relevant Henkel order documents prior to handing over any goods for removal. The service provider ensures that the transport service provider acknowledges the receipt of the goods by signature. If the transport service provider requests, he shall be given the possibility to inspect the consignments.

3.2.2. Vehicle Inspection

Before the service provider loads the goods onto the transport vehicle, he shall visually examine the vehicle for its suitability for these goods. If the consignment comprises e.g. goods sensitive to temperature, the vehicle must be suitable and approved for the conveyance of these goods.

3.2.3. Loading and Securing the Consignment

The service provider is responsible towards Henkel for loading the vehicle.

Before loading the goods onto the vehicle, the service provider shall again examine whether the packaging and the labelling of the goods is conforming to any statutory and official requirements – especially in case of dangerous goods. If this is not the case the service provider shall notify the dangerous goods officer at Henkel without delay.

The service provider is obliged to place the goods in the vehicle in a manner secure for transport and safe for traffic. In particular, the service provider must ensure that the consignments can not slip, tilt, buckle or fall off the vehicle during transport.

3.2.4. Completeness of Loading

After loading and before the transport service provider's vehicle leaves his premises, the service provider shall make a final check that the loading documents given to the driver coincide with the goods actually loaded.

Once the vehicle has left, the service provider will immediately inform Henkel about any uncollected consignments, loading errors and any items the transport service provider did not pick up.

4. Inventory Management

4.1. Stock Records and Movement Records

The service provider will keep records of stock and movements; these are the binding basis for the stock updates to be undertaken by the service provider. The service provider will check the transfers entered in the warehouse records against the actual deliveries made and will inform Henkel without delay about any discrepancies in writing and will coordinate all further actions with Henkel.

4.2. Inventory Taking

4.2.1. Stocktaking

The relevant inventory system is the Henkel SAP. The service provider is responsible for the correct inventory level. At least once a year, the service provider shall take stock in compliance with commercial and tax law requirements on behalf of Henkel. Stocks will be broken down according to the relevant stockholding Henkel SAP System (this applies analogously to batch management).

The service provider will ensure that the stocktaking procedure takes a maximum of two consecutive days. During the stocktaking procedure, the service provider shall not undertake any additions to or disposals from stock. The date and the details of the stocktaking procedure shall be mutually agreed in good time between Henkel and the service provider. Henkel will provide all required documents upon request.

Further details on stocktaking procedures according to the Henkel "CSA Manual – Inventory count" are available upon request from Henkel.

4.2.2. Audits

Auditors assigned by Henkel are authorised at all times to control the stock in form of a

- sample-type inventory
- part inventory
- full inventory

The service provider shall assist in such an inspection and shall supply the auditors on request with all necessary documents and information for this purpose.

5. Pallets

5.1. Pallet Types

The service provider is required to be able to store pallet types as advised in the documents provided during the tender period.

5.2. Quality Requirements

The service provider must treat all pallets in such a way that they remain without restrictions useable and exchangeable according to the requirements below and in case pallet exchange has been agreed. They must only be used for the storage and transport of Henkel products. The service provider may not pass the pallets provided for order-picking on to third parties without the prior consent of Henkel. Title to the pallets is not transferred to the service provider; they remain in the title of Henkel. The pallets (EUP and other devices analogously) used by the service provider must satisfy the following requirements in every way:

- Customary in trade and commerce, able to be used without restriction; suitable for automatic packing lines and for use in high-bay warehouses
- Lateral edge boards can have a maximum broken out/off piece of 20 mm
- No breakage of the transverse board
- Corner bearers must be inclined.
- Entry box boards must be inclined.
- Deckboards and skidboards of the same pallet must have the same thickness
- No slab boards, otherwise loading capability is not guaranteed
- No protruding or visible nails
- No protruding wooden sections caused by splintering
- Pallets may not be soiled by oil, dust, etc.
- Pallets may not be mouldy
- Pallets may be free from any smell
- Pallets surface must be free from any ice, snow, water or any other liquid
- Moisture of the wood may not exceed 22% of the weight of the dry wood (Darrweight) of the pallet
- Pallets must be free from any pests (dead or alive)

5.3. Stock Records of Pallets

The service provider and Henkel regularly agree on the stock of pallets required for picking and packing. Henkel provides this number of pallets free of charge. Additional pallets will be provided free of charge, only if the service provider can substantiate an additional need.

Empty pallets shall be made available to Henkel, provided that they fulfil the quality requirements (5.2). In these cases the service provider shall issue a delivery note.

If required by Henkel, the service provider will agree to another pallet processing system during the course of the contract.

6. Shipping Paperwork

The creation of all business process documents in accordance with the legal requirements and in the different languages has to be done by the service provider (invoices, delivery notes, export documents etc.) and the original document has to be provided to Henkel on request.

7. Safety Health Environment Requirements

7.1. Storage and Material Provision Area Safety

The purpose Henkel's requirements are to keep risks due to storage operations on an acceptable level, in order to avoid negative impact on human or environment. These requirements are defined to reduce the probability of an accident or incident, and to reduce the severity of potential emergency situations.

Safety measures for storage of hazardous substances are defined with respect to planning as well as operating these areas. It covers the active and passive storage for movable containers, packages and bulk storage.

The warehouse must comply with Henkel procedure "SHE requirements for Contract Manufacturing, Traded Goods, Suppliers and External Storage".

This annex defines Henkel's requirements that must be fulfilled. Additional facility specific requirements may need to be specified in further procedures and/ or work instructions by facility management. Independent of these requirements, compliance with applicable regulatory requirements is mandatory. If there is a conflict between Henkel's and regulatory requirements, the local legal requirements must be followed. If the implementation of one or more of these requirements is not possible, the contracted party must evaluate the situation and determine if the risk is acceptable based upon a valid and documented risk assessment.

7.2. Organization and Operations

7.2.1. Hazardous Properties

See "SHE Procedure Contract Manufacturing, Traded Goods & Third Party Warehousing"

Storage and provision areas have to be considered in an Environmental Impact Assessment (e.g. fire water retention)

7.2.2. Quality and SHE Audits

The service provider needs to agree to the performance of quality and/ or SHE audits by authorized personnel of Henkel, Henkel business partners or certifying bodies. If such audits reveal any non-compliance with agreed upon quality or SHE requirements the service provider is obliged to correct such non-compliances in due time. Corrective actions need to be documented and followed up.

7.2.3. Third Party Service Providers

The service provider has the right to use third parties (subcontractors) to perform his contractual obligations. If third parties are involved, the service provider is obliged to ensure compliance with all contractual agreements, regulations and agreed upon standards, systems and methods.

The service provider has to provide Henkel with the following information about his subcontractors:

- Name of enterprise, including legal form and registration office
- Names of executive staff
- Affiliation to groups
- Organization chart
- Name of the safety advisor for the transport of dangerous goods, if applicable
- Emergency phone number
- All relevant information of the quality management, emergency management or GMP systems (e.g. certificates and/ or procedures of insurance, ISO/ OSHAS, fire protection, technical inspection etc.)
- Operation license (including for which goods and for which quantities storage is allowed)

The service provider will notify Henkel upon all changes in the subcontractor company profiles in due time.

7.2.4. Employment

Regarding the staff to be provided for by the service provider to accomplish the services, the service provider verifies that he provides an own team for the management; these services may not be subcontracted (excl. external management consultants).

7.3. Emergency Measures

The service provider has to provide an emergency planning for specifically

- IT breakdowns;
- strike;
- warehouse disaster.

The service provider shall provide such planning within six months after the operational start of the Warehouse. They are to be updated regularly by the service provider.

Also fulfil the requirements of
"SHE Procedure Contract Manufacturing, Traded Goods & Third Party Warehousing"

7.4. Environmental Protection

Technical and organizational measures have to be taken to prevent that a spillage will contaminate the soil, ground- or rainwater.

All storage and provision areas for hazardous substances have to be equipped with flooring impermeable for the stored substances.

Retention volume of approximately 10% (storage capacity, not current quantity), but in minimum the quantity of the biggest container or tank, has to be installed for all hazardous liquids. Reduced retention volumes are possible in combination with organizational measures.



**Requirements profile
Warehousing**

**Henkel AG & Co. KGaA
Henkelstraße 67
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**and
affiliated
companies**

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1. Quality/ Environmental Management Systems

1.1. Quality Management

1.1.1. EN ISO 9001

The service provider is obliged to apply a quality system as per ISO 9001 et seq. or comparable methods/ standards. This includes compliance with statutory requirements.

1.1.2. QM Audit

The service provider agrees to the execution of QM audits in his warehouse by authorised persons from Henkel and QM certification institutes. In the event of deviations from the standard of the QM system, the service provider is obliged to undertake corrective actions. Such actions must be documented.

1.1.3. Organization

The service provider is obliged to document the persons/ departments responsible for the QM system in his organisation. The service provider appoints a quality officer and, as far as legally required, a dangerous goods officer. The names of these officers have to be communicated to Henkel. The quality officer assures proper filing of Henkel's QM documents and QM records. Changes in responsibilities will be notified to Henkel without necessitating a request.

1.1.4. QM Training Courses

The service provider will regularly train responsible persons with regard to 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.

1.2. Environmental Management System

1.2.1. 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, he shall notify Henkel thereof.

1.2.2. Establishment of an EMS

If the service provider has established an EMS in accordance with article 1.2.1, the provisions of article 1.1.2 and 1.1.3 apply accordingly to an EMS. Furthermore the service provider shall instruct and train his personnel with regard to the EMS system. If dangerous goods are stored at the warehouse, these courses have to be according to ADR standards and must in parts make reference to articles 1.10 ff of ADR, Security¹. He shall keep and file records of the same.

¹ <http://www.unece.org/trans/danger/publi/adr/adr2007/07ContentsE.html>

1.3. 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 expects all suppliers' commitment towards them:

- Products are produced safely and environmentally friendly.
- The production causes no health risks and no 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 active support of our suppliers, we will achieve the implementation of these seven guiding principles across Henkel logistics.

2. Storage

2.1. Suitability of Buildings

The service provider must assure that the storage facility design and storage conditions comply with any local statutory regulations (e.g. Water Management Act) and fire/ police authority regulations throughout the entire contract duration. Official approvals/ licences required for the operation of the warehouse buildings/ warehouse spaces must be provided to Henkel in writing without prior request before signing the contract and in the event of any changes.

In terms of safety, Henkel requires the service provider to undertake adequate risk assessments based on the products stored and to implement corresponding safety measures and to train the employees accordingly.

The service provider further declares that he has received the Material Safety Data Sheets (MSDS) of all relevant Henkel products and assures their storage conditions accordingly (e.g. temperature control). Henkel on the other hand is required to inform the service provider in case there are changes in the MSDS.

An adequate detection/ extinguishing system with a direct connection to a constantly manned station (fire brigade or Security Company) should be installed. To this purpose, the service provider shall set up an emergency phone number enabling him to contact and be contacted by Henkel and the fire brigade without delay in case of an emergency. The service provider shall notify Henkel and the responsible fire brigade of this number and of any later changes.

Also respect the requirements of "SHE Procedure Contract Manufacturing, Traded Goods & Third Party Warehousing"

2.2. Warehousing Principle/ Batch Management

All goods need to be stored in a structured and countable way. Applicable stock movement principles need to be followed (e.g. FIFO, expiration date based, batch number based, etc.). Unless otherwise noted, stock movements need to follow FIFO principles. Rules for joint storage of dangerous goods need to be observed.

At the request of Henkel, the service provider quarantines or releases stocks and/ or takes samples for quality controls. If required by Henkel, the service provider will book goods into a separate quarantine store.

2.3. Stockholding at Several Locations

If stocks are held at several locations, the service provider must arrange any necessary stock transfers between the relevant storage locations under his own responsibility. If these transfers take place via public roads, the service provider must ensure e.g. the presence of all relevant delivery documents issued by the service provider including dangerous goods indications. Henkel shall be notified of the individual locations.

2.4. Handling of Damaged Goods

The service provider shall record and post any damaged or missing / lost stock and notify Henkel thereof without delay. Damaged stock needs to be identified either physically or electronically and blocked as such. Blocked stock must not be disposed without HENKEL's approval.

2.5. Warehouse Access Authorisation

The service provider must ensure that access to the storage location is denied to unauthorised persons. Sales-force members and other persons with the required authorisation from Henkel are entitled to gain access to the warehouse at all times after giving prior notice.

2.6. Serve with Other Customers

The service provider generally can serve other customers on the site, outside the area reserved for Henkel. Henkel requires to be informed about other customers where these customers deal in same sector as the Henkel products that are stored in the warehouse. Should there be any interference between other customers using space in the Henkel area or otherwise Henkel requiring space with other customer areas, this generally should be possible but requires a prior agreement between Henkel and the service provider.

3. Handling-Out

3.1. Order-Picking

For goods to be exported, the form of packaging of goods has to be in accordance with the regulation of the importing country and the mode of transport. The service provider receives information on the ADR classifications, the type of carrier and the destination countries. The resulting conditions and requirements have to be defined and applied by the service provider with legal compliance.

3.2. Truck Loading

3.2.1. Responsibilities upon Goods Hand Over

The authorisation of the transport service provider has to be checked by the service provider through the relevant Henkel order documents prior to handing over any goods for removal. The service provider ensures that the transport service provider acknowledges the receipt of the goods by signature. If the transport service provider requests, he shall be given the possibility to inspect the consignments.

3.2.2. Vehicle Inspection

Before the service provider loads the goods onto the transport vehicle, he shall visually examine the vehicle for its suitability for these goods. If the consignment comprises e.g. goods sensitive to temperature, the vehicle must be suitable and approved for the conveyance of these goods.

3.2.3. Loading and Securing the Consignment

The service provider is responsible towards Henkel for loading the vehicle.

Before loading the goods onto the vehicle, the service provider shall again examine whether the packaging and the labelling of the goods is conforming to any statutory and official requirements – especially in case of dangerous goods. If this is not the case the service provider shall notify the dangerous goods officer at Henkel without delay.

The service provider is obliged to place the goods in the vehicle in a manner secure for transport and safe for traffic. In particular, the service provider must ensure that the consignments can not slip, tilt, buckle or fall off the vehicle during transport.

3.2.4. Completeness of Loading

After loading and before the transport service provider's vehicle leaves his premises, the service provider shall make a final check that the loading documents given to the driver coincide with the goods actually loaded.

Once the vehicle has left, the service provider will immediately inform Henkel about any uncollected consignments, loading errors and any items the transport service provider did not pick up.

4. Inventory Management

4.1. Stock Records and Movement Records

The service provider will keep records of stock and movements; these are the binding basis for the stock updates to be undertaken by the service provider. The service provider will check the transfers entered in the warehouse records against the actual deliveries made and will inform Henkel without delay about any discrepancies in writing and will coordinate all further actions with Henkel.

4.2. Inventory Taking

4.2.1. Stocktaking

The relevant inventory system is the Henkel SAP. The service provider is responsible for the correct inventory level. At least once a year, the service provider shall take stock in compliance with commercial and tax law requirements on behalf of Henkel. Stocks will be broken down according to the relevant stockholding Henkel SAP System (this applies analogously to batch management).

The service provider will ensure that the stocktaking procedure takes a maximum of two consecutive days. During the stocktaking procedure, the service provider shall not undertake any additions to or disposals from stock. The date and the details of the stocktaking procedure shall be mutually agreed in good time between Henkel and the service provider. Henkel will provide all required documents upon request.

Further details on stocktaking procedures according to the Henkel "CSA Manual – Inventory count" are available upon request from Henkel.

4.2.2. Audits

Auditors assigned by Henkel are authorised at all times to control the stock in form of a

- sample-type inventory
- part inventory
- full inventory

The service provider shall assist in such an inspection and shall supply the auditors on request with all necessary documents and information for this purpose.

5. Pallets

5.1. Pallet Types

The service provider is required to be able to store pallet types as advised in the documents provided during the tender period.

5.2. Quality Requirements

The service provider must treat all pallets in such a way that they remain without restrictions useable and exchangeable according to the requirements below and in case pallet exchange has been agreed. They must only be used for the storage and transport of Henkel products. The service provider may not pass the pallets provided for order-picking on to third parties without the prior consent of Henkel. Title to the pallets is not transferred to the service provider; they remain in the title of Henkel. The pallets (EUP and other devices analogously) used by the service provider must satisfy the following requirements in every way:

- Customary in trade and commerce, able to be used without restriction; suitable for automatic packing lines and for use in high-bay warehouses
- Lateral edge boards can have a maximum broken out/off piece of 20 mm
- No breakage of the transverse board
- Corner bearers must be inclined.
- Entry box boards must be inclined.
- Deckboards and skidboards of the same pallet must have the same thickness
- No slab boards, otherwise loading capability is not guaranteed
- No protruding or visible nails
- No protruding wooden sections caused by splintering
- Pallets may not be soiled by oil, dust, etc.
- Pallets may not be mouldy
- Pallets may be free from any smell
- Pallets surface must be free from any ice, snow, water or any other liquid
- Moisture of the wood may not exceed 22% of the weight of the dry wood (Darrweight) of the pallet
- Pallets must be free from any pests (dead or alive)

5.3. Stock Records of Pallets

The service provider and Henkel regularly agree on the stock of pallets required for picking and packing. Henkel provides this number of pallets free of charge. Additional pallets will be provided free of charge, only if the service provider can substantiate an additional need.

Empty pallets shall be made available to Henkel, provided that they fulfil the quality requirements (5.2). In these cases the service provider shall issue a delivery note.

If required by Henkel, the service provider will agree to another pallet processing system during the course of the contract.

6. Shipping Paperwork

The creation of all business process documents in accordance with the legal requirements and in the different languages has to be done by the service provider (invoices, delivery notes, export documents etc.) and the original document has to be provided to Henkel on request.

7. Safety Health Environment Requirements

7.1. Storage and Material Provision Area Safety

The purpose Henkel's requirements are to keep risks due to storage operations on an acceptable level, in order to avoid negative impact on human or environment. These requirements are defined to reduce the probability of an accident or incident, and to reduce the severity of potential emergency situations.

Safety measures for storage of hazardous substances are defined with respect to planning as well as operating these areas. It covers the active and passive storage for movable containers, packages and bulk storage.

The warehouse must comply with Henkel procedure "SHE requirements for Contract Manufacturing, Traded Goods, Suppliers and External Storage".

This annex defines Henkel's requirements that must be fulfilled. Additional facility specific requirements may need to be specified in further procedures and/ or work instructions by facility management. Independent of these requirements, compliance with applicable regulatory requirements is mandatory. If there is a conflict between Henkel's and regulatory requirements, the local legal requirements must be followed. If the implementation of one or more of these requirements is not possible, the contracted party must evaluate the situation and determine if the risk is acceptable based upon a valid and documented risk assessment.

7.2. Organization and Operations

7.2.1. Hazardous Properties

See "SHE Procedure Contract Manufacturing, Traded Goods & Third Party Warehousing"

Storage and provision areas have to be considered in an Environmental Impact Assessment (e.g. fire water retention)

7.2.2. Quality and SHE Audits

The service provider needs to agree to the performance of quality and/ or SHE audits by authorized personnel of Henkel, Henkel business partners or certifying bodies. If such audits reveal any non-compliance with agreed upon quality or SHE requirements the service provider is obliged to correct such non-compliances in due time. Corrective actions need to be documented and followed up.

7.2.3. Third Party Service Providers

The service provider has the right to use third parties (subcontractors) to perform his contractual obligations. If third parties are involved, the service provider is obliged to ensure compliance with all contractual agreements, regulations and agreed upon standards, systems and methods.

The service provider has to provide Henkel with the following information about his subcontractors:

- Name of enterprise, including legal form and registration office
- Names of executive staff
- Affiliation to groups
- Organization chart
- Name of the safety advisor for the transport of dangerous goods, if applicable
- Emergency phone number
- All relevant information of the quality management, emergency management or GMP systems (e.g. certificates and/ or procedures of insurance, ISO/ OSHAS, fire protection, technical inspection etc.)
- Operation license (including for which goods and for which quantities storage is allowed)

The service provider will notify Henkel upon all changes in the subcontractor company profiles in due time.

7.2.4. Employment

Regarding the staff to be provided for by the service provider to accomplish the services, the service provider verifies that he provides an own team for the management; these services may not be subcontracted (excl. external management consultants).

7.3. Emergency Measures

The service provider has to provide an emergency planning for specifically

- IT breakdowns;
- strike;
- warehouse disaster.

The service provider shall provide such planning within six months after the operational start of the Warehouse. They are to be updated regularly by the service provider.

Also fulfil the requirements of

"SHE Procedure Contract Manufacturing, Traded Goods & Third Party Warehousing"

7.4. Environmental Protection

Technical and organizational measures have to be taken to prevent that a spillage will contaminate the soil, ground- or rainwater.

All storage and provision areas for hazardous substances have to be equipped with flooring impermeable for the stored substances.

Retention volume of approximately 10% (storage capacity, not current quantity), but in minimum the quantity of the biggest container or tank, has to be installed for all hazardous liquids. Reduced retention volumes are possible in combination with organizational measures.

[Enclosure 4a] Price Sheet Warehousing



Enclosure 4a Price
Sheet Warehousing

Cikarang Warehouse

Item	Name	Unit	Unit of Measure	Unit Price 3Y Contracted (fixed)	Comments
WH-MDC-001	Handling in (incl. return-handling)	original & mixed pallet	IDR/ pallet	44,479.00	
WH-MDC-002	Handling out	original & mixed pallet	IDR/ pallet	44,479.00	
WH-MDC-003	Storage	ambient (NDG, DG Corrosive, DG Aerosol, DG Toxic)	IDR / pallet & month	154,000.00	
WH-MDC-004	Storage	ambient (DG Flammable)	IDR / pallet & month	157,000.00	
WH-MDC-005	Storage	temperature controlled goods (special requirements 15-20 °C & 20°C)	IDR / pallet & month	157,000.00	
WH-MDC-006	Storage shelving	temperature controlled goods - Shelf (special requirements 15-20 °C & 20°C)	IDR / month	1,884,000.00	
WH-MDC-007	Labelling	label	IDR/ label	200.00	
WH-MDC-008	Relabelling	label	IDR/ label	1,600.00	Cycle time for relabelling 1 pallet by 2 person= 48 minutes. 1 day= 7*60/48= 9 pallet (by 2 person) or 280 pail/ day (by 2 person). 1 pallet= 32 pails 1 pail around 90 seconds
WH-MDC-009	Repalletization	pallet	IDR/ pallet	10,900.00	Cycle time for repallet 1 pallet by 2 person= 9 minutes. 1 day= 7*60/9= 47 pallet (2 person)
WH-MDC-010	Wrapping and strapping (if applicable)	pallet	IDR/ pallet	3,000.00	
WH-MDC-011	Repacking (if applicable)	carton	IDR/ carton	1,900.00	
WH-MDC-012	Overtime (Mon-Sat)	per hr	IDR/person per hr	62,000.00	
WH-MDC-013	Overtime (Sun, Public Holiday)	per hr	IDR/person per hr	83,000.00	Minimum 3 hours
WH-MDC-014	Stock Migration - Transport	per trip	IDR/trip/40F'	0.00	Free migration cost (by CJ)
WH-MDC-015	Continuous Improvement	per year	% of year total spend/yr	1.50	
WH-MDC-016	Express delivery handling surcharge	per trip	IDR/trip	59,500.00	Calculation based on average 1 hour overtime for 1 person only to process rerouting and truck changes (if any). It will also be based on Henkel's approval in writing.

Pasuruan/Sidoarjo Warehouse

Item	Name	Unit	Unit of Measure	Unit Price 3Y Contracted (fixed)	Comments
WH-DC-001	Handling in (incl. return-handling)	original & mixed pallet	IDR/ pallet	29,900.00	
WH-DC-002	Handling out	original & mixed pallet	IDR/ pallet	29,900.00	
WH-DC-003	Storage	ambient (NDG, DG Corrosive, DG Aerosol, DG Toxic)	IDR / pallet & month	103,000.00	
WH-DC-004	Storage	ambient (DG Flammable)	IDR / pallet & month	125,000.00	
WH-DC-005	Storage	temperature controlled goods	IDR / pallet & month	125,000.00	
WH-DC-006	Labelling	label	IDR/ label	200.00	
WH-DC-007	Relabelling	label	IDR/ label	1,600.00	Cycle time for relabelling 1 pallet by 2 person= 48 minutes. 1 day= 7*60/48= 9 pallet (by 2 person) or 280 pail/ day (by 2 person). 1 pallet= 32 pails 1 pail around 90 seconds
WH-DC-008	Repalletization	pallet	IDR/ pallet	10,900.00	Cycle time for repallet 1 pallet by 2 person= 9 minutes. 1 day= 7*60/9= 47 pallet (2 person)
WH-DC-009	Wrapping and strapping (if applicable)	pallet	IDR/ pallet	3,000.00	
WH-DC-010	Repacking (if applicable)	carton	IDR/ carton	1,900.00	
WH-DC-011	Quality Check Office	month	IDR/ month	0.00	
WH-DC-012	Overtime (Mon-Sat)	per hr	IDR/person per hr	57,000.00	
WH-DC-013	Overtime (Sun, Public Holiday)	per hr	IDR/person per hr	75,000.00	Minimum 3 hours
WH-DC-014	Stock Migration - Transport	per trip	IDR/trip/40F	0.00	Free migration cost (by CJ)
WH-DC-015	Continuous Improvement	per year	% of year total spend/yr	1.50	
WH-DC-016	Express delivery handling surcharge	per trip	IDR/trip	59,500.00	Calculation based on average 1 hour overtime for 1 person only to process rerouting and truck changes (if any). It will also be based on Henkel's approval in writing.

1. Listed rates are final. SHE standards and Indonesia government regulations such as DG, Flammable goods storage permits/licenses.
2. SERVICE PROVIDER must follow Henkel IT related requirements to support Henkel WMS SAP and Transport Management System implementation (OTM Oracle Transport Management) in 2025 onwards for operation and billing purpose.
3. SERVICE PROVIDER must submit invoices to Henkel timely maximum three (3) months or ninety (90) days after transaction date (proven by proof of receipt from Henkel). Invoices submitted after 3 months from transaction, will be automatically waived and Henkel shall not be liable for such invoices.

4. SERVICE PROVIDER shall be responsible for the migration of warehouses free of charge, ensuring a successful operational transition and uninterrupted business continuity, and shall commit to the agreed go-live date (Cikarang Warehouse: 1 Jan 2025; Sidoarjo Warehouse: 1 Jan 2026). SERVICE PROVIDER shall bear any costs incurred due to delays or other issues caused by the SERVICE PROVIDER, including but not limited to delays in the construction of new warehouse facilities.

[Enclosure 4b] POPs Warehousing



Enclosure 4b POPs
Warehousing

Warehousing Services Contract

Warehousing	Basis data		Source		
	Inbound order lines	Henkel SAP			
	Total number of inventory in bin location	Henkel SAP			
	Number of Deliveries	Henkel SAP			
	Number of Max CCMS/SCMS	CCMS report			
	Total Days	Calendar			
	Performance indicator		Description	Perc.	SLA
	Posting goods receipt within 24 h after Truck Arrival	# inbound order lines posted Goods Receipt on time / # inbound order lines	20%	99.50%	
	# delayed inbound order lines	Source: Henkel SAP GRR report			
	Inventory accuracy (Quantity + Bin Location)	Total Finding audit inventory per bin /Total inventory in bin location	30%	100.00%	
	# inventory discrepancies based on audit	Source: Audit report + Yearly Stock Counting			
	Posting Goods Issue on time	# shipments with planned GI = actual GI	30%	99.00%	
	# shipments with planned GI ≠ actual GI	Source: Henkel SAP			
	Total # CCMS/SCMS Max 4 cases	# of CCMS/SCMS valid from QA and Logistic Henkel	10%	100.00%	
Number of CCMS/SCMS raised by QA/Logistic	Source: CCMS/SCMS				
Lost Time Accident (LTA)	# of Accident	10%	100.00%		
# of Accident	Source: SHE Report				
Overall Target Service Level		99.600%		Service Level -	
Remuneration based on reached service levels					
		2.00% points if the service level agreement is missed by up to	1%		
		3.50% points if the service level agreement is missed by up to	2%		
		5.00% points if the service level agreement is missed by more than	2%		
MDC	Basis data		Source		
	Inbound order lines	Henkel SAP			
	Total number of inventory in bin location	Henkel SAP			
	Number of Deliveries	Henkel SAP			
	Number of Max CCMS	CCMS report			
	Total Days	Henkel SAP			
	Performance indicator		Description	Perc.	SLA
	# delayed inbound order lines	Source: KPI Reporting			
	# inventory discrepancies based on audit	Source: KPI Reporting			
	# shipments with planned GI ≠ actual GI	Source: KPI Reporting			
Number of CCMS/SCMS raised by QA/Logistic Henkel	Source: CCMS				
# of Accident	Source: KPI Reporting				
DC	Basis data		Source		
	Inbound order lines	Henkel SAP			
	Total number of inventory in bin location	Henkel SAP			
	Number of Deliveries	Henkel SAP			
	Number of Max CCMS/SCMS	CCMS report			
	Total Days	Calendar			
	Performance indicator		Description		
	# delayed inbound order lines	Source: KPI Reporting			
	# inventory discrepancies based on audit	Source: KPI Reporting			
	# shipments with planned GI ≠ actual GI	Source: KPI Reporting			
	Number of CCMS/SCMS raised by QA/Logistic	Source: CCMS			
	# of Accident	Source: KPI Reporting			

Explanation:

Only data in the fields marked with yellow must be updated monthly:

By the section "Basis data" the actual number of activities/processes as defined need to be entered on a monthly basis.

For every KPI the number of related incidents per month complying with that KPI need to be entered.

The calculation of service levels:

The fulfillment of defined service levels is calculated by the formula: $\text{Service Level}_{\text{reached}} = [\text{total number of processes} - \text{incorrect processes}] / \text{total number of processes}$.

For each SLA_{reached} the deviation to the SLA determines the remuneration as per following payment deductions:

2,0 % points if the service level agreement is missed by up to 1%

3,5 % points if the service level agreement is missed by up to 2 %

5,0 % points if the service level agreement is missed by more than 2 %

The overall reached service level is calculated by multiplying the results of each service level with the corresponding percentage impact. (Weighted Service Level - Reached)

The total remuneration is calculated by multiplying the remuneration per SLA with the corresponding percentage impact. (Remuneration based on actual service levels)

[Enclosure 5] Required Volumes**Cikarang Warehouse**

Item	Name	Description	Unit	Unit of Measure	Volume (p.m.)
WH-MDC-001	Handling in (incl. return-handling)	Unloading of truck, inspection of products, checking of accordance with delivery documents, internal transfer to storage location, posting the goods receipt, administration and labeling. (if it applies to more than 80% of the products). Mixed pallets are not required for repalletizing per SKU. Same handling with original non-mixed pallet process.	original & mixed pallet	IDR/ pallet	2,079
WH-MDC-002	Handling out	Picking per effectively picked box or unit incl. repacking (if necessary) and stretching, handling & loading of the outgoing mixed pallet, compilation of the shipment, goods securing for shipment and transport, issuing of transport documents etc. and documentation.	original & mixed pallet	IDR/ pallet	2,396
WH-MDC-003	Storage	Storage according to the product requirements and pallet measurement of pallets used per month*. (Measurement of pallets usage: Monthly average based on daily snapshot.)	ambient (NDG, DG Corrosive, DG Aerosol, DG Toxic)	IDR / pallet & month	2,000
WH-MDC-004	Storage	Storage according to the product requirements and pallet measurement of pallets used per month*. (Measurement of pallets usage: Monthly average based on daily snapshot.)	ambient (DG Flammable)	IDR / pallet & month	1,000
WH-MDC-005	Storage	Storage according to the product requirements and pallet measurement of pallets used per month*. (Measurement of pallets usage: Monthly average based on daily snapshot.)	temperature controlled goods (special requirements 15-20 °C & 20°C)	IDR / pallet & month	334
WH-MDC-006	Storage shelving	Shelving needs to keep 2-doors Fridge and low-racking tiers to cater small boxes by IDH level 1) Fridge dimension : 120cm (L)x74cm(W)x194cm(H) 2) 12 pallets products (DG Flammable and Aerosol)	temperature controlled goods - Shelf (special requirements 15-20 °C & 20°C)	IDR / month	1
WH-MDC-007	Labeling	Customized label, GHS, Hologram are required to attach pallet or external packaging. (price excludes label materials cost)	label	IDR/ label	21,292
WH-MDC-008	Relabeling	Relabel or Expiry Prolongation Labelling are required to attach pallet or external packaging. (price excludes label materials cost)	label	IDR/ label	6,113

Warehousing Services Contract

WH-MDC-009	Repalletization	Pallet replacement from wooden to plastic mainly and customer's requirements for distributions. Includes stretch wrapping & strapping (plastic pallet is provided by Henkel, exclude pallet price)	pallet	IDR/ pallet	55
WH-MDC-010	Wrapping and strapping (if applicable)	Additional stretch filming and wrapping if pallet condition inbounded is not suitable for storage. Strengthen	pallet	IDR/ pallet	0
WH-MDC-011	Repacking (if applicable)	When carton package is dent or damaged (not standard for storage, delivery). Repack by replacing with a carton (carton materials are provided by Henkel, exclude material cost)	carton	IDR/ carton	0
WH-MDC-012	Overtime (Mon-Sat)	Overtime as per request (Monday-Friday : after 17:00 pm & Saturday: after 12:00 pm)	per hr	IDR/person per hr	0
WH-MDC-013	Overtime (Sun, Public Holiday)	Overtime as per request	per hr	IDR/person per hr	0
WH-MDC-014	Stock Migration - Transport	40F' container from existing Henkel warehouse to your proposed warehouse	per trip	IDR/trip/40F'	8
WH-MDC-015	Continuous Improvement	Annual continuous improve target. % of the total annual spend reduction.	per year	% of year total spend/yr	0
WH-MDC-016	Express delivery handling surcharge	In case urgent delivery, if DN need to be created after cutoff time 3pm and ship out within the day, surcharge is up to Henkel's approval	per trip	IDR/trip	0

Pasuruan/Sidoarjo Warehouse

Item	Name	Description	Unit	Unit of Measure	Volume (p.m.)
WH-DC-001	Handling in (incl. return-handling)	Unloading of truck, inspection of products, checking of accordance with delivery documents, internal transfer to storage location, posting the goods receipt, administration and labeling. (if it applies to more than 80% of the products). Mixed pallets are not required for repalletizing per SKU. Same handling with original non-mixed pallet process.	original & mixed pallet	IDR/ pallet	3,649
WH-DC-002	Handling out	Picking per effectively picked box or unit incl. repacking (if necessary) and stretching, handling & loading of the outgoing mixed pallet, compilation of the shipment, goods securing for shipment and transport, issuing of transport documents etc. and documentation.	original & mixed pallet	IDR/ pallet	3,838
WH-DC-003	Storage	Storage according to the product requirements and pallet measurement of pallets used per month*. (Measurement of pallets usage: Monthly average based on daily snapshot.)	ambient (NDG, DG Corrosive, DG Aerosol, DG Toxic)	IDR / pallet & month	3,230

Warehousing Services Contract

WH-DC-004	Storage	Storage according to the product requirements and pallet measurement of pallets used per month*. (Measurement of pallets usage: Monthly average based on daily snapshot.)	ambient (DG Flammable)	IDR / pallet & month	100
WH-DC-005	Storage	Storage according to the product requirements and pallet measurement of pallets used per month*. (Measurement of pallets usage: Monthly average based on daily snapshot.)	temperature controlled goods	IDR / pallet & month	100
WH-DC-006	Labelling	Customized label, GHS, Hologram are required to attach pallet or external packaging. (price excludes label materials cost)	label	IDR/ label	1,165
WH-DC-007	Relabeling	Relabel or Expiry Prolongation Labelling are required to attach pallet or external packaging. (price excludes label materials cost)	label	IDR/ label	559
WH-DC-008	Repalletization	Pallet replacement from wooden to plastic mainly and customer's requirements for distributions. Includes stretch wrapping & strapping (plastic pallet is provided by Henkel, exclude pallet price)	pallet	IDR/ pallet	89
WH-DC-009	Wrapping and strapping (if applicable)	Additional stretch filming and wrapping if pallet condition inbound/stored is not suitable for storage and delivery. Strengthen pallet with additional wrapping & strapping.(no lashing)	pallet	IDR/ pallet	0
WH-DC-010	Repacking (if applicable)	When carton package is dent or damaged (not standard for storage, delivery). Repack by replacing with a carton .	carton	IDR/ carton	0
WH-DC-011	Quality Check Office	Henkel quality team needs a separate office to set up quality check equipment and conduct quality inspection. Estimated fixed closed office space is 2.5M X 2.5M	month	IDR/ month	1
WH-DC-012	Overtime (Mon-Sat)	Overtime as per request (Monday-Friday : after 17:00 pm & Saturday: after 12:00 am)	per hr	IDR/person per hr	0
WH-DC-013	Overtime (Sun, Public Holiday)	Overtime as per request	per hr	IDR/person per hr	0
WH-DC-014	Stock Migration - Transport	40F' container from existing Henkel warehouse to your proposed warehouse	per trip	IDR/trip/40F	10
WH-DC-015	Continuous Improvement	Annual continuous improvement target. % of the total annual spend reduction.	per year	% of year total spend/yr	0
WH-DC-016	Express delivery handling surcharge	In case urgent delivery, if DN need to be created after cutoff time 3pm and ship out within the day, surcharge is up to Henkel's approval	per trip	IDR/trip	0



Henkel Cybersecurity Requirements

Cybersecurity measures

Supplier shall implement and continuously improve adequate technical and organizational measures following commonly accepted standards to **manage the security of information and IT services and to defend against cybersecurity incidents** (e.g., ISO 27001). Those measures shall satisfy the applicable requirements (depending on the services/products provided) and comprise the following areas (*corresponding ISO 27002:2022 reference in brackets*):

1. Supplier shall define and maintain a set of policies for information security. (5.1)
2. Supplier shall define roles and responsibilities for IT security and assign suitable staff. (5.2)
3. Supplier shall keep Henkel information confidential, use it only to the extent required to fulfill the agreed services and have respective organizational measures in place (e.g. confidentiality agreements with staff and business partners) (6.6)
4. Supplier carries out reasonable background verification on employment candidates in accordance with job role requirements, relevant laws, regulations, and ethics. (6.1)
5. Supplier's contracts with employees and contractors shall state their responsibilities for security. (6.2)
6. Supplier's management shall ensure that employees and contractors are aware of and fulfil their information security responsibilities. (6.3)
7. Supplier shall identify all organizational assets required for the services and protect them adequately. (5.9)
8. Supplier shall define, document, and implement adequate access control concepts based on business and security requirements following the need-to-know principle to prevent unauthorized access to Henkel data. (5.15)
9. Supplier shall implement multi-factor authentication, single-sign-on and privileged access management technologies for their key IT systems. (8.5, 8.2)
10. Supplier shall implement suitable controls for the protection of non-human identities (such as service accounts or API keys) such as limiting authentication to whitelisted IP ranges as well as automated processes for provisioning, secret/key rotation, and de-provisioning (5.16)
11. Supplier shall prevent unauthorized physical access, damage, and interference (e.g., environmental threats) to information and information processing facilities required for the services. (7)
12. Supplier shall protect information and information processing facilities against malware with industry standard detection and response measures (e.g. an EDR solution on IT endpoints). (8.7)
13. Supplier shall log security events, protect them against tampering, and analyze them to timely detect security incidents. (8.15)

14. Supplier shall monitor networks, systems and applications for anomalous behavior including cyberattacks with industry standard measures and take appropriate actions to manage potential security incidents (8.16)
15. Supplier shall establish management responsibilities and procedures to ensure a quick, effective, and orderly response to information security incidents. (5.24 – 5.28)
16. Supplier shall report security incidents which may affect Henkel to infosec@henkel.com without undue delay in line with legal reporting requirements. (5.24)
17. Supplier shall manage technical vulnerabilities, including vulnerability identification (e.g., regular scans, penetration tests), risk assessment, and remediation (including patching, hardening, restrictions of software installations etc.). In Cloud environments supplier shall use a cloud posture management solution to identify and resolve misconfigurations. (8.8)
18. Supplier shall manage IT networks to protect information in systems and applications (e.g., through the use of firewalls, intrusion preventions systems, network segmentation). (8.20 – 8.22)
19. Supplier shall consider information security requirements right from the beginning when acquiring, developing, or enhancing information systems / software (security by design). (5.8 and 8.26)
20. Supplier shall ensure that cryptography is used effectively to protect information. (8.24)
21. If Supplier develops information systems, Supplier shall ensure adequate information security measures within the development lifecycle of information systems / software (e.g., change control procedures, secure coding, testing of security functionality, penetration testing). (8.25 – 8.28)
22. Supplier shall ensure correct and secure operations of information processing facilities and that operations are documented in operating procedures, including change controls, restricting access to operational software, backups & recovery (including immutable backups for critical systems), IT service continuity, capacity management and separation of operational from other IT environments. (5.37)
23. Supplier shall delete Henkel information which is no longer required to fulfill Supplier's services to Henkel. (8.10)
24. Supplier shall ensure the continuity and security of the contracted services during adverse situations, e.g., a crisis or disaster, by adequate organizational and technical measures. (5.29)
25. Supplier shall ensure that breaches of legal, statutory, regulatory, or contractual obligations related to information security and of any security requirements are avoided. (5.31)
26. Supplier shall regularly review its technical and organizational measures to ensure that information security is implemented and operated as expected. (5.35 and 5.36).

Audit rights and independent audit report

Supplier shall grant Henkel the **rights to audit and to monitor** the service provision during normal business hours once per year upon reasonable advance notice. Supplier shall provide Henkel with respective information and reasonable assistance to carry out such audit. The scope of such audit will be agreed upon with the Supplier, the scope will be only related to the contracted service, not affecting supplier's business secrets and supplier's other customers' data.

Depending on the contracted services, the supplier provides Henkel with **independent external audit reports or certificates** covering the services, e.g., ISO 27001 or TISAX certificates, SOC 2 Type 2 or ISAE3402 Type II reports for services relevant to financial accounting. If the services include the **hosting** of Henkel information on central systems (e.g., software-as-a-service, infrastructure-as-a-service, IT hosting), Supplier shall provide a SOC 2 Type 2 report.

Sub-service providers

Supplier shall only outsource IT services to or share Henkel information with third parties who are bound by **written contract** to information security requirements. Those information security requirements **must not be less protective** than the requirements in this document.

Supplier shall **regularly monitor**, review, and audit the security of IT services they have outsourced (e.g., IT hosting, cloud services).

The Supplier acknowledges by signature the above Cyber Security Requirements.

Supplier's legal entity information and signature

Post address incl. country: Click or tap here to enter text.

Name and position of signee: Click or tap here to enter text.

Location and date of signature: Click or tap here to enter text.

Signature: Click or tap here to enter text.