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## **Rulings for carriers and freight forwarders for the loading and unloading of goods at ANDREAS STIHL AG & Co. KG**

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**Valid from:** 01/01/2016

**Substitute for:** Rulings for carriers and freight forwarders for the loading from 14/10/2015

**For the loading and unloading of goods at ANDREAS STIHL AG & Co. KG (prospective named STIHL) as well as the logistics service providers engaged by STIHL the following rulings are valid. The carrier, ship owner or freight forwarder accepts this ruling when loading or unloading.**

### **1. Definition**

These rulings underlie particular laws and guidelines:

- Road Traffic Regulations StVO §§ 22 (Loading), 23 (other duties of the driver)
- Road Traffic Licensing Regulations StVZO
- German Commercial Code § 412 (Loading and Unloading)
- Baden Social Accident Insurance D29 vehicle §§ 4 – 30 segment III
- Association of German engineers guideline 2700
- CTU (Cargo Transport Unit) packing guideline
- Accident prevention regulation
- DIN –standards and DIN EN-standards
- Standard German Hauliers' Terms and Conditions
- Act to Combat Illegal Employment in Commercial Road Haulage
- European Agreement concerning the International Carriage of Dangerous Goods, Ordinance on the national and international carriage of dangerous goods by road, rail, and inland waterways

### **2. Nature of the cargo transport units**

2. 1 STIHL and their logistics service providers only load cargo transport units (trucks) which are safe for traffic and reliable according to guidelines currently in force.

2. 2 As a result the cargo transport unit has to be suitable in order to transport the goods from STIHL and their logistics service providers and backup the cargo. The following conditions have to be kept.

- Construing of the lashing point according to DIN EN 12640 (from 3.5t);
- Every hoop has to be available and undamaged.
- The tonnage of the cargo areas has to be dimensioned sufficiently (Loading and unloading takes place with forklift trucks).
- Double-decked loading using crossbars has to be coordinated with STIHL or their logistics service providers beforehand.
- Sufficient dimensioning of the headboard and board wall including stanchions.
- Stanchions have to be protected against involuntary excavation
- Protection of the clasps against involuntary opening. A functional customs string has to be available for the secure locking of the complete transport unit.
- At the cargo area lashing points for the attachment of the lashings straps have to be available (according to DIN EN 12640)
- The cargo area has to be cleanly (clean-swept and free of snow and ice).
- The loading and unloading of central-axel trailer is refused by STIHL and their logistics service providers due to cargo securing reasons.

- The loading and unloading of plan and case low-loader („gooseneck trailer“) is refused by STIHL and their logistics service providers due to cargo securing reasons.
2. 3 Specific requirements for curtain sider and taut liner (sliding tarpaulin):
- The construction correspond to DIN EN 12642 **CODE XL**  
**or:**
  - The vehicle construction has to dispose a stiff roof construction.
  - A high amount of stanchions has to be available.
  - The construction has to be equipped with hoops.
  - A pallet stop bar has to be available on both sides of the cargo area.
2. 4 Especially the following load securing equipment has to be carried along by the driver if required by the loading:
- Lashing straps according to DIN EN 12195-2, labeling must be visible
  - Anti-slide mats  $\mu \geq 0,60$  with test certificate and the applying material paring
  - Clip boards (only for the fixing on the board wall, not suitable for hoops)
  - Depending on equipment of the transport unity clamping rods or securing equipment.
  - At least two wheel chocks have to be carried along and underlaid by the driver when loading or unloading in order to avoid the rolling away of the truck or trailer. Chocks have to be laid under two not steered wheels against the driving direction.
  - Alternative securing equipment as for example electronically queried chocks which are available at the ramps have to be used priority.

### 3. Conditions for the loading

3. 1 The loading of dangerous goods will only be performed if the driver owns a valid ADR bill and can show it. The vehicle has to be equipped with the legally bound additional equipment according to ADR. Dangerous goods loading takes always place after the announcement by STIHL or their logistics service providers.
3. 2 If possible, STIHL or their service logistics provider load their cargo interlocking that the cargo has only to be secured backwards. Interlocking loading is an important requirement for the loading securing and the resilience of the construction. If an interlocking loading is not possible, point 2.4 applies.
3. 3 Partly loaded transport unities will only be loaded by STIHL or their logistics service providers if the already loaded cargo is secured enough and additional load will be safety. Foreign goods won't be moved or secured by STIHL or their logistics service providers.
3. 4 STIHL or their logistics service providers refuse the unloading of deliveries from suppliers if the goods for STIHL or their logistics service providers are stowed between foreign goods. The loader has to ensure that the goods from / for STIHL have to be loaded in the back of trucks with aggregated shipments.
- 3.5 The driver staff has to be familiar with the loading securing equipment.

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#### **4. Personal protection equipment**

The personal protection equipment shall protect every person who stays or acts in storage areas, ramps and other similar areas against dangers caused by the work or health-damaging influences by the work environment.

4. 1 Truck drivers and their companions are not allowed to enter the loading and unloading areas at STIHL or their logistics service providers without safety boots.
4. 2 All truck drivers and their companions have to wear a safety vest when leaving the vehicle. The vest has to be worn during the whole stay outside of the vehicle.

#### **5. Consequences of non-compliance**

5. 1 If the vehicle doesn't meet the requirements or the driver can't show the necessary documents, STIHL or their logistics service providers won't load or unload the vehicle until the requirements are fulfilled.
5. 2 In case of non-fulfilment of the ordered service according to point 2 the carrier, shipping company or forwarder commits himself to provide immediately a proper replacement vehicle.
5. 3 In case of non-fulfilment according to point 3, STIHL is entitled to invoice a lump sum amounting to 150 € / per transport for needless waiting time, cross transports at the site or into an external warehouse or necessary telephone calls or rather deduct it from the invoice when STIHL or one of their logistics service providers is the freight payer. To the carrier, shipping company or forwarder it is explicitly permitted evidence that the damage is not occurred or significantly lower than the lump sum. Furthermore STIHL or their logistics service providers will invoice the additional expenses (hourly rate currently 40 € net) according to the valid cost rates in cases of loading or unloading with additional effort. Required materials (e. g. lashing straps) will also be invoiced separately.