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DRAFT EAST AFRICAN STANDARD

Code of practice for logistics services

EAST AFRICAN COMMUNITY

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Foreword

Development of the East African Standards has been necessitated by the need for harmonizing requirements governing quality of products and services in the East African Community. It is envisaged that through harmonized standardization, trade barriers that are encountered when goods and services are exchanged within the Community will be removed.

The Community has established an East African Standards Committee (EASC) mandated to develop and issue East African Standards (EAS). The Committee is composed of representatives of the National Standards Bodies in Partner States, together with the representatives from the public and private sector organizations in the community.

East African Standards are developed through Technical Committees that are representative of key stakeholders including government, academia, consumer groups, private sector and other interested parties. Draft East African Standards are circulated to stakeholders through the National Standards Bodies in the Partner States. The comments received are discussed and incorporated before finalization of standards, in accordance with the Principles and procedures for development of East African Standards.

East African Standards are subject to review, to keep pace with technological advances. Users of the East African Standards are therefore expected to ensure that they always have the latest versions of the standards they are implementing.

The committee responsible for this document is Technical Committee EASC/TC 076, *Services*.

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Code of practice for logistics services

1 Scope

This Draft East Africa Standard establishes acceptable guidelines recommended for logistics services providers to plan, implement, and control the efficient, effective flow and storage of goods, services, and related information from the point of origin to the point of consumption in order to meet customers' requirements.

This Draft East Africa Standard form an integral part of all supply agreements between the recipient and its Suppliers, applies for all locations of the recipient and to all deliveries.

2 Normative references

There are no normative references in this document.

3 Terms and definitions

For the purposes of this document, the following terms and definitions apply.

ISO and IEC maintain terminological databases for use in standardization at the following addresses:

- IEC Electropedia: available at <http://www.electropedia.org/>
- ISO Online browsing platform: available at <http://www.iso.org/obp>

3.1

logistics

supply chain process that plans, implements, and controls the efficient, effective flow and storage of goods, services, and related information from the point of origin to the point of consumption in order to meet customers' requirements

3.2

logistic Service Agreement

agreement binding the Logistics Service Provider to perform Logistic Services for the principal

3.3

logistic Services

all agreed services of any nature whatsoever related to the handling and distribution of goods, including but not restricted to collection, purchase, storage, stock management, order handling, preparing for shipment, invoicing, regarding the goods as well as the related data exchange and its management, customs, transport and expedition

3.4

logistic service provider

party performing the Logistic Services as described in the Logistic Service Agreement concluded with the principal.

NOTE: For the sake of this standard the term supplier refer to logistic service provider

3.5

logistic centre

place where the Logistic Services will be performed.

3.6

additional activities

activities ordered after the original Logistic Service Agreement had been entered into

3.7

consignee

party to whom the Logistic Service Provider must deliver the goods in accordance with the Logistic Service Agreement.

3.8

principal

party that has entered into an agreement with the Logistic Service Provider.

NOTE: For the sake of this standard the term recipient refer to principal.

3.9

reception

moment in time at which the goods are handed over to the Logistic Service Provider, subject to his reservations as the case may be, and from whereon the goods are under his care.

3.10

delivery

moment in time at which the Goods are handed over to the Consignee, as the case may be subject to his reservations, and after which the Goods are no longer in Logistic Service Provider's care

3.11

force majeure

circumstances beyond the control of the Logistic Service Provider or that he/she does not have under his/her control and which humanly-speaking make it practically impossible to meet his obligations

3.12

stock Difference

difference, between physical stock in the Logistic Centre and the stock as recorded in the warehouse management system of the Logistic Service Provider, which cannot be explained unless proven to the contrary by the principal

4 Services requirements

4.1 Requirements of the Logistics Service Provider

The Logistics Service Provider shall:

- a) Perform Logistic Services and any additional activities as agreed with the principal
- b) Take reception of the agreed goods at the agreed place, time and in the agreed way, accompanied by a transport document and accept the other documents that may have been given by the principal and to deliver them in the same condition as the one in which they have received them, or in the agreed condition.
- c) Designate one or more contacts and report this to the Principal, If the Logistic Service Provider fails to designate one or more contacts, the person who has signed the Logistic Service Agreement on behalf of the Logistic Service Provider shall be deemed to be the contact.

- d) Ensure that the storage and handling of the goods is done in an appropriate manner and shall comply with legal and regulatory requirements.. Any change in agreed Logistic Center shall have to be notified to the principal.
- e) Behave like a diligent administrator regarding the goods and should this be necessary for the preservation of the goods to take all reasonable measures at the expense of the principal, including those that do not result directly from the provision of Logistic Services.
- f) Ensure the equipment being used to perform the contract for the provision of Logistic Services are functional. The equipment may include forklift , conveyors, hand truck, stackers, palletizers, robotics
- g) be liable for the related damage and/or loss insofar this damage and/or loss is caused by a fault or negligence of the Logistics Provider, his representatives, personnel and/or subcontractors, if any except in case of force majeure and any other provisions in the present conditions.
- h) not liable for damage to / loss of the goods, in so far that damage/loss is the result of the special risks related to storage in the open air, as per the instructions of the principal.
- i) exempt from liability in case of theft with burglary, violence or under threat or at gunpoint; fire, explosion, lightning, aeronautical vehicles, water damages, inherent vice of the goods and/or their packaging, hidden defects, demurrage and detention of containers, and force majeure.
- j) not liable for any damage except to the goods themselves. All indirect and/or intangible damage, such as but not limited to loss of income, loss of profit, consequential damages, etc., is excluded from Logistic Service Provider's liability.
- k) evaluate once per year any damage/loss and/or stock difference. If there is a positive difference no compensation for damages will be claimed. In case of negative and positive differences, the differences will be set off against each other.

4.2 Requirements of the principal

The principal shall:

- a) designate one or more contacts and communicate these to the Logistic Service Provider. If the Principal fails to designate one or more contacts of the present conditions, the party that has signed the Logistic Service Agreement on behalf of the principal shall be deemed to be the contact.
- b) provide to the Logistic Service Provider in due time all information concerning the goods and their handling, of which he knows or is deemed to know the significance to the Logistic Service Provider.
- c) provide in due time all data and information the Logistic Service Provider requests for an accurate execution of the Logistic Service Agreement, in the by the Logistic Service Provider preferred form and manner.
- d) provide or communicate all documents and instructions regarding the dangerous goods as indicated in the conventions and prescriptions files to the Logistic Service Provider.
- e) responsible for the accuracy, correctness, completeness and reliability of the information, data and documents provided to Logistic Service Provider by himself or by third parties on his behalf.
- f) suspend execution of this agreement till the moment Principal has complied with all of its above-mentioned requirements. Insofar late, inaccurate, incomplete and/or incorrect information, data

and/or documents, delays the execution of the Logistic Services or prevents the Logistic Services to be performed as they should, all the costs and/or consequences resulting therefrom will be for the account of Principal.

- g) liable for any damage to the environment and for any damage or any harm the Logistic Service Provider, his representatives, personnel or subcontractors, if any, would sustain, as a result of late, inaccurate, incomplete and/or faulty information concerning the nature of the goods.
- h) inform the Logistic Service Provider about the necessary licenses and/or permits to perform his activities.
- i) warrants to place the agreed goods at the agreed place, time, and manner, at least adequately and sufficiently packed in packaging apt for transport, at the disposal of the Logistic Service Provider accompanied with the relevant transport documents and other documents required by law; unless otherwise agreed upon in writing.
- j) pay the expenses incurred by the Logistic Service Provider with respect to the additional activities besides the agreed price of the provision of Logistic Services, including the costs, within the fixed period of payment.
- k) hold the Logistic Service Provider harmless against any claims of third parties regarding damages caused direct or indirect by the goods, inadequate or insufficient packaging, by an act or negligence of the principal, his subordinates, as well as all other persons whose services the principal uses.
- l) guarantee for the equipment made available by him to the Logistic Service Provider.
- m) collect the goods that are still at the premises of the Logistic Service Provider on the last working day of that agreement after payment of all amounts due or that will become due. For whatever may be due after the completion of the Logistics Service Agreement it will suffice for the principal to provide sufficient security.
- n) accept every adjustment of rates regarding the incurrence of expenses and/or the payment of costs (including new taxes) that are unknown at the time this agreement was concluded and which the principal would also have to pay if the principal were to perform the activities mentioned in this agreement for his own account.
- o) pay the costs of removal and recycling of packaging and waste that result from the provision of services at cost price.
- p) liable for any damage and costs caused by him and all persons for who he is responsible such as employees, affiliates, agents, representatives and/or subcontractors, and/or goods subject to the Logistic Service Agreement.
- q) adequately insure the goods at least against fire, lightning, explosion, aeronautical vehicles, storm damage, water damage, floods and theft. In case of damage due to above mentioned circumstances, Principal and its insurer(s) will waive recourse against the Logistic Service Provider and all other third parties.
- r) liable for the collection and handling of the damaged goods. Moreover, he will pay all costs caused by the collection and handling of the damaged goods as well as all costs whatsoever resulting from this, such as the costs of cleaning and sanitation of the land and of the facilities.

4.3 Communication

4.3.1 General

- 4.3.1.1** The basis for smooth collaboration between the partners is structured communication. Both Partners shall take steps to ensure that they provide the other partner with the required information concerning all aspects of the delivery relationship on a timely, unsolicited and complete basis.
- 4.3.1.2** In the interest of structuring communications in a rational manner, the recipient shall consider the use of electronic methods of data exchange (remote data transmission). Accordingly, the Supplier shall establish the necessary preconditions for remote data transfer.
- 4.3.1.3** The Supplier shall be held responsible for any and all damages, costs and other expenses of the recipient which are based on an insufficient data transmission infrastructure of the Supplier.
- 4.3.1.4** Any special agreements which may be required shall be negotiated with the recipient and coordinated with the respective contact persons in advance.
- 4.3.1.5** The supplier shall ensure that it can support at least the following communication content and shall transmit it to the Recipient through Electronic Data Interchange (EDI):
- a) Receipt of Orders,
 - b) Incapacity notices,
 - c) Shipping and transport documentation
 - d) Packaging and container data
 - e) Emergency Situation notices,
 - f) Packaging and container data
- 4.3.1.6** If the Supplier is not able to use the EDI interface, then the Supplier has to use the WebEDI interface.

4.3.2 Supplier's Contact Persons

- 4.3.2.1** The Supplier will designate employees responsible for communication with the Recipient (the "Contact Persons") in a sufficient number to ensure that a Contact Person is always available to the Recipient. Each Contact Person must have a sufficient proficiency level (oral and written) in agreed language and have the decision-making authority necessary to fulfil the Supplier's obligations.
- 4.3.2.2** The Contact Persons shall be available during specified times at the delivery location of the supplier ("Standard Operating Time"). Standard Operating Times shall be specified with each location regularly.
- 4.3.2.3** In the absence of a Contact Person, the supplier shall take steps to ensure that suitable substitute arrangements have been established.
- 4.3.2.4** All Contact Persons of the Recipient and the Supplier shall be named and updated on regular base. The Supplier will provide the Recipient with the Contact Persons':
- a) names
 - b) role
 - c) language proficiency
 - d) substitute Contact Person
 - e) contact details (i.e., at least, a telephone number and an e-mail address)

4.3.2.5 The Supplier is responsible for keeping the Contact Persons' List up to date and inform the recipient of any changes unsolicited.

4.3.3 Contact persons of external logistics partners

4.3.3.1 If, separately agreed upon between the Partners that the Recipient is the freight payer for the goods ordered from the Supplier, the Supplier shall report the readiness for shipment depending on the type of shipment and its location (country/region) to the site material planning department.

4.3.3.2 Any change in responsibility has to be communicated to the Recipient.

4.4 Packaging requirements

4.4.1 General

4.4.1.1 The supplier shall ensure that its materials are packed in a way that they can be incorporated into the manufacturing process at the recipient in accordance with acceptable quality. The use of reusable packaging shall be favoured for the delivery of goods to the recipient. As an exemption to this rule, if the use of reusable packaging is not cost-effective due to any specific factors, e.g., geographic distance between the supplier and the Recipient, disposable packaging will be agreed.

4.4.1.2 Regardless of the choice of packaging type, the following requirements shall be met:

- a) clean
- b) Damage-free delivery
- c) Protection against contamination
- d) Old tags and labels were removed
- e) Optimal unloading of the transport vehicles by means of industrial trucks and forklifts
- f) Usage of recyclable materials
- g) Minimal use of disposable packaging material as a contribution to waste prevention
- h) Optimal utilization of the volume of containers and cartons
- i) All delivery and customs documents must be attached to the forwarding order

4.4.1.3 If the Supplier's own packaging is acceptable, then the recipient shall not provide any packaging; unless otherwise expressly agreed upon.

4.4.2 Identification

4.4.2.1 The Supplier shall ensure that all packaging units are delivered with tags which comply with the requirements specified below.

- a) In general, each individual package, e.g., small load carrier, shall be identified with all essential information for internal material flow and the transport route between the shipper (the supplier), the transport company and the recipient (the customer)
- b) The labels shall be applied in a way that they can be reached with a barcode scanner without the need to restack the packaging unit and be readable.
- c) At minimum two labels shall be putted on each material unit to ensure proper scanning during material handling – one the short and one on long side.
- d) Moreover, where multiple packages are consolidated onto one pallet, a master label must be applied to that pallet by the Supplier. If the pallet contains different part numbers, the master

label must clearly identify it as a “mixed shipment” reflecting the amount and position of labels on the pallet mentioned above.

- e) The label must be attached to the insert system, label pocket, or similar arrangement intended for that purpose on the respective container.
- f) The Supplier shall use a suitable method (e.g., an additional point of adhesive) to ensure that the labels remain in the intended position through the entire transport process until arrival at the recipient. The use of adhesive backed labels on reusable transport containers is not permitted.

4.4.2.2 In order to guarantee clear identification, the Supplier shall remove outdated tags prior to delivery.

4.5 Warehousing services

4.5.1 Logistic Service Provider Shall have a warehouse that stores products (raw materials, parts, good-in process, finished goods) at and between point of-origin and point-of-consumption, and provides information to management on the status, condition, and disposition of items being stored.

4.5.2 The warehouse shall provide the following but not limited to the following functions:

- a) Storage of goods from time of production or purchase till their consumption or use.
- b) protection of goods from damage due to temperature, dust, etc.
- c) minimize risks of fire, theft, deterioration, etc.
- d) act as a source of finance to get loans from banks or financial institutions.
- e) provides the facilities of processing, packing and grading of goods.

4.5.3 For proper handling of the warehouse, Logistic Service Provider shall perform but not limited to the following activities:

- a) Arrange the warehouse and its inventory
- b) Have and maintain the appropriate equipment
- c) Managing new stock coming into the facility
- d) Picking, packing and shipping orders
- e) Tracking and improving overall warehouse performance.

4.5.4 There shall be a warehouse manager who is responsible for organizing and managing the receipts, storage and dispatch of inventoried items.

4.5.5 Warehouse manager shall have relevant knowledge and competence on distribution, logistics and transportation management services in order to able to perform various functions of warehousing efficiently. The roles and responsibilities of the warehouse manager shall be as follows:

- a) To oversee the warehouse functions to ensure methodical receipt, storage, inventory management and dispatch of products
- b) To ensure proper inventory management processes, principals and policies are followed in pursuance of warehousing tasks

- c) To ensure security of the warehouse
- d) To manage stock control and reconcile with data storage system
- e) To recruit, select, orient, coach and motivate employees
- f) To enforce all company rules and regulations
- g) To achieve financial objectives

4.6 Transport services

4.6.1 General provisions

4.6.1.1 The Supplier shall be responsible for informing the responsible carrier about the shipment on a timely basis, latest until 12am previous day, so that the carrier can take charge of the shipment at the Supplier on the pick-up date listed in the order by the recipient.

4.6.1.2 Nomination of Clearing and forwarding agencies, planning and organization of shipments and decision of mode of transport shall be done by the recipient.

4.6.1.3 Clearing and forwarding agencies dealing with transportation services shall be registered by relevant authority of the Partner State.

4.6.2 Processing shipments

Depending on the mode of transport, weight and volume, the shipments shall be processed as follows:

4.6.2.1 Small goods shipments:

Small goods shipments (e.g., packets) will be processed via courier, express and package services used for national and international shipments.

4.6.2.2 Overland freight:

If the delivery takes place within the framework of a tour, the separate contractual regulations (e.g., loading concept) shall be followed.

4.6.2.3 Air freight:

- a) In the event of a transit time-critical shipment, in particular in the event of Emergency Situations, the responsible Recipient contact person must be consulted prior to airfreight shipment.
- b) The recipient shall be responsible for organization of airfreight transports. The contact of a dedicated airfreight partner shall be provided for Emergency Situations.
- c) As a general rule, air freight cannot be charged to the recipient without prior approval by the recipient. Air freight invoices without prior approval shall be rejected.
- d) Costs and expenses for Airfreight including all related cost (i.e., Airport Handling charges) shall be charged fairly to the Partner causing the necessity for airfreight shipment.

4.6.2.4 Ocean freight:

- a) The processing of ocean freight as “Less than Container Load” (LCL) and/or “Full Container Load” (FCL) is to be calculated in each individual case and shall be handled according to

the variant which provides for optimum cost and transit time. This shall be coordinated priorly on a case-by-case with the responsible Recipient contact person.

- b) In the event of a transit time-critical shipment, in particular in the event of Emergency Situations, the responsible recipient contact person shall be consulted prior to ocean freight shipment.
- c) If ocean freight shipment is approved by the recipient, the recipient shall specify the service provider for the respective shipment.
- d) As a general rule, ocean freight cannot be charged to the recipient without prior approval by the recipient. Ocean freight invoices without prior approval shall be rejected.
- e) Costs and expenses for ocean freight including all related cost (i.e. ground handling charges) shall be charged fairly to the partner causing the necessity for ocean freight shipment.
- f) Possible demurrage costs for long forwarder waiting times at loading location shall be charged to the supplier.

4.6.3 Standard shipping documents

4.6.3.1 The Supplier shall observe and comply with all applicable requirements concerning shipping documentation. Apart from shipping documents required by law, which include the specific regulations and legislation of the respective countries (sender country and recipient country), further documentation may be necessary and is to be provided by the Supplier.

4.6.3.2 The minimum documentation to be provided (the Standard Shipping Documents) include, at least:

- a) Commercial Invoice
- b) Packing List
- c) Customs declaration (import / export), Customs documentation
- d) Bill of lading / Collection Reference
- e) Forwarding Order / Shipping Order / Consignment Note
- f) Delivery bill
- g) Label (Global Transport Label, GTL)
- h) Packaging / Container data
- i) Certificate of Origin (where applicable)
- j) Dangerous Goods Documentation (where applicable)

4.6.4 Defective deliveries

4.6.4.1 General Provision

4.6.4.1.1 The Supplier shall meet and comply each and every Order, in particular regarding volumes, delivery times and quality.

4.6.4.1.2 In the event that the Supplier does not deliver according to the Recipient's Order (the "Defective Delivery"), the Supplier shall perform immediate actions to ensure on time delivery in full. Any costs, (e.g., for storing, administration and capital commitment, transportation) and expenses caused by a Defective Delivery shall be borne by the Supplier only.

- 4.6.4.1.3** The Recipient shall carry out a visual inspection of the deliveries, i.e., the recipient performs, as far as reasonably possible, an inspection for externally visible transport damages, completeness, and correct identity with the order. The Supplier is hereby warned that not all Defects will be revealed.
- 4.6.4.1.4** The Recipient therefore reserves all rights to claim Defects which the Recipient discovers after the inspection.
- 4.6.4.1.5** Any Defective Delivery shall entitle the Recipient to refuse their acceptance. This includes, notwithstanding from the Defective Deliveries set forth in this section (i.e., Volume Deviations, Quality Deviations) any of the following events:
- a) damaged, wet, dirty or otherwise not properly delivered materials
 - b) damaged palettes or packaging
 - c) impossibility to load and/or unload materials in accordance with the shipping requirements
 - d) untimely deliveries (e.g. outside of operating hours, not according to schedules, time windows)
 - e) incomplete or wrong shipping / transportation documentations
 - f) illegible or non-scannable documentation

4.6.5 Volume Deviations

4.6.5.1 Negative Volume Deviation

- 4.6.5.1.1** When the Supplier cannot deliver the entire volume as set forth in the Order via Electronic Data Interchange according to the recipients timing (the "Negative Volume Deviation"), the Supplier shall ensure immediate follow up delivery to recover the backlog. Express and special transportations shall be paid by the Supplier.
- 4.6.5.1.2** To avoid negative volume deviations, the supplier has, at his own expense, to ensure a minimum storage rage of 24h or one complete delivery volume if defined in the contractual agreements or in the volume of the previous Order (whichever is higher) in his storage. If the afore-mentioned storage is empty and negative volume deviations will cause or have already caused a production break down of the recipient or, subsequently, the Recipient's End Customer, the Supplier shall compensate break down costs completely.
- 4.6.5.1.3** Pre notifications of expected negative volume deviations until pick up date shall be reported to the recipient immediately. The supplier must provide a full compensation plan within one day after notification on how and until when he will catch up the backlog.
- 4.6.5.1.4** The recipient shall invoice to the supplier the unused transportation space including administration fee caused by not being ready with the total shipment volume according to recipient volume planning.

4.6.5.2 Overshoot of volumes

- 4.6.5.2.1** If supplier is delivering higher volumes than set forth in the order (the "overshoot Volume"), the recipient is entitled to charge the supplier with costs for storing, administration and capital commitment.
- 4.6.5.2.2** Deviating from any agreed contractual provision, the transfer of risk for the overshoot Volume shall not take place, unless expressly acknowledged by the recipient.

4.6.5.3 Not ordered materials

- 4.6.5.3.1** Deliveries which have not been part of an order or do not correspond to the order (the “Not Ordered Materials”) shall not be accepted by the recipient.
- 4.6.5.3.2** The recipient shall return not ordered materials to the supplier and charge the supplier for handling, transportation and administration costs.
- 4.6.5.3.3** Instead of returning not ordered materials, the recipient may, at its sole discretion, decide to keep the not ordered material for future production; in that event, additional storing, administration and capital commitment costs shall be charged to the Supplier.

4.6.5.4 Quality Deviations

- 4.6.5.4.1** In the event that the quality of the delivered materials does not correspond the order and/or the specifications (the “quality deviation”), the Supplier shall immediately perform countermeasures to deliver replacement material which corresponds the specifications.
- 4.6.5.4.2** Any costs and expenses arising out of quality deviations shall be borne by the Supplier. The scheduling of replacement deliveries is subject to prior consultation with the recipient.

4.7 Emergency Situations and Emergency Plans

- 4.7.1** The Supplier shall observe any risks that threatens the fulfilment of contractual obligations (the “Emergency Situation”). These risks include but not limited to:
- a) The threat of labour disputes,
 - b) political disturbances,
 - c) malfunctions which are expected or have already occurred,
 - d) technical deficiencies,
 - e) capacity bottlenecks,
 - f) quality problems,
 - g) shortage of containers, and insolvency.
- 4.7.2** In order to ensure the contractually compliant processing of all deliveries, the supplier shall inform immediately about any potential or already occurred emergency situation.
- 4.7.3** In the event of a potential or already occurred emergency situation, measures and remedies in order to prevent or remedy the emergency situation and its consequences (the “emergency plan”) shall be provided by the supplier.
- 4.7.4** The emergency plan shall include an analysis of the emergency situation’s impact on the fulfilment of the contractual obligations as well as proposals for remedies to the Emergency Situation.
- 4.7.5** The supplier is obliged, within the framework of its planning, to prepare efficient emergency plans to cover such emergency situation, and to present them to the recipient on request.
- 4.7.6** If an emergency situation occurs, the responsible partner in each case shall notify the respective other partner of that emergency situation immediately and to inform them about envisaged emergency plans.

- 4.7.7** As a general rule, the partner responsible for solving the problem (and which also shall bear the costs) is established according to the responsibility for the emergency situation or the sphere where the emergency situation occurred. In the interest of ensuring smooth supply, however, both Partners undertake to participate actively in solving the emergency situation.

DRAFT STANDARD FOR PUBLIC COMMENTS