



**Transportation, Customs/ Foreign Trade and
Export Control**

Definition, Process, Requirements
for CA Plants and Suppliers worldwide

Doc. Type	T S T		
Doc. Num.	N 098 00.02		
Doc. Part	000	Doc. Ver.	00
Date:	2015-01-12	Page 1 of 14	

CONTENTS

Changes	3
Previous editions	3
1 SCOPE	3
2 APPLICATION	3
3 REFERENCES	4
4 RESPONSIBILITIES	4
5 CONTINENTAL AUTOMOTIVE TRADE TERMS WITH SUPPLIER	5
5.1 INCOTERMS® 2010	5
5.2 Continental Delivery Trade Terms CA-DAP & CA-DDP	6
5.3 Preferred delivery terms	6
5.3.1 Delivery terms for return of empty packaging units	6
5.4 Nomination of the logistics service provider	6
6 TRANSPORTATION AND CUSTOMS PROCESSING	7
6.1 Shipment Instructions for Suppliers and Forwarders	7
6.1.1 General	7
6.1.2 Shipment Handling (Supplier)	7
6.1.2.1 Notification / Handing over / Delivery	7
6.1.2.2 Agreement of Delivery / Arrival Day	7
6.1.3 Obligations of Supplier	8
6.1.3.1 Notification of Readiness for Shipment	8
6.1.3.2 Data to be reported	8
6.1.3.3 Notification of Increased / Reduced Quantities	8
6.1.3.4 Notification of Reduced Quantities/Compensation Deliveries	8
6.1.3.5 Delayed Notification	8
6.1.4 Making Goods Available for Shipment	9
6.1.5 Delayed Readiness of the Goods caused by the Supplier	9
6.1.6 Collection by the Forwarder	9
6.1.7 Delivery by the Forwarder	9
6.1.8 Security Handling (Supplier)	9
6.1.9 Parcel Shipment	10
6.2 Customs, Supplier Declaration, Preferential Movement Certificates	10
6.2.1 Deliveries to Continental Locations	10
6.2.1.1 Deliveries from Suppliers within the EU	10

Weitergabe sowie Vervielfältigung dieses Dokuments, Verwertung und Mitteilung seines Inhalts sind verboten, soweit nicht ausdrücklich gestattet. Zuwiderhandlungen verpflichten zu Schadenersatz. Alle Rechte für den Fall der Patent-, Gebrauchsmuster- oder Geschmacksmustereintragung vorbehalten.

The reproduction, distribution and utilization of this document as well as the communication of its contents to others without express authorization is prohibited. Offenders will be held liable for the payment of damages. All rights reserved in the event of the grant of a patent, utility model or design.

No guarantee can be given in respect of the translation. In all cases the latest German-Language version of this standard shall be taken as authoritative.

MITTEILUNG NR.
NOTE NO.

ERSTELLT DURCH
CREATED BY

GENEHMIGT VON
APPROVED BY

FREIGEgeben VON
RELEASED BY

© Continental AG. 2015

FRB-14133337

SCMA – CTP
Team

SCMA
J.Braunstetter

QPS
U.Czerwon



**Transportation, Customs/ Foreign Trade and
Export Control**

Definition, Process, Requirements
for CA Plants and Suppliers worldwide

Doc. Type	T S T		
Doc. Num.	N 098 00.02		
Doc. Part	000	Doc. Ver.	00
Date:	2015-01-12	Page 2 of 14	

6.2.1.2	Deliveries from Suppliers in Countries Having Preferential Customs Agreements with the Country of the Continental Location	11
6.3	Documents Required from the Supplier	11
6.3.1	Delivery Notes and Shipping Orders	11
6.3.2	Invoices.....	12
7	EXPORT	13
8	CONTACTS @ SUPPLY CHAIN MANAGEMENT AUTOMOTIVE – CUSTOMS, TRANSPORTATION AND PACKAGING	14

Changes

References to Continental Automotive Technical Standard Norms (TSTs)	
Update chapter 5	Continental Automotive Trade Terms with supplier
Chapter 5.2.	is replaced by "TST N9800.02 001 Continental Automotive Trade Terms"
Update chapter 6.1.1	General
Update chapter 6.1.2.1	Notification / Handing over / Delivery
Update chapter 6.1.3.4	Notification of Reduced Quantities/Compensation Deliveries
Update chapter 6.1.8	Security Handling (Supplier)
Update chapter 6.1.10	Parcel Shipment
Update chapter 6.2.1.2	Deliveries from Suppliers in Countries Having Preferential Customs Agreements with the Country of the Continental Location
Update chapter 6.3.2	Invoices
Update chapter 7	Export Control

Previous editions

Former specification called SML (Supplier Manual Logistics) published as CN 855228-1 (Version 1.0; Release 08. 2010, chap. 7+8)
Extracting the chapter from SML

1 SCOPE

With its trendsetting systems technology, the Automotive Group of Continental AG (concerning this norm referring to all legal entities within the Continental Automotive Divisions, Chassis & Safety, Interior, Powertrain – thereafter Continental or CA) makes a convincing and decisive contribution worldwide to the optimization of safety, reliability, economic viability, environmental compatibility and convenience of modern motor vehicles.

Logistic procedures and processes are becoming increasingly important in relationships between Continental and suppliers. This norm aims to standardize and continuously improve procurement processes involving Continental and suppliers. These improvement and standardization actions are basis for creation of transparency in the logistics processes in Continental supply chain and all parties should benefit from them.

This norm is intended as a reference, which CA plants and suppliers shall use to clarify any difficulties and questions which may arise. The CA plants and suppliers shall undertake all necessary actions to meet the logistics requirements stated in this norm. Compliance with the content is essential and will impact future sourcing decisions. It is therefore recommended that CA plants and suppliers inform all responsible members of their staff of the contents of this norm.

This standard applies to all companies within Continental Automotive Divisions as well as to their plants and functional areas and their suppliers worldwide and is proposed by Supply Chain Management Automotive - Customs, Transportation & Packaging.

2 APPLICATION

This norm shall apply to all worldwide activities of Continental and all deliveries to worldwide destinations of Continental. This norm is part of the currently valid purchasing agreement between the supplier and Continental and states binding requirements for logistic processes and procedures. Except otherwise expressly laid down in the currently valid purchasing agreement, the supplier shall undertake to meet the requirements stated in this norm.

In the event that any of the provisions of this manual is ineffective, the other provisions of this manual shall remain in full force and effect.

In case of conflicting rules between the rules of this norm and any other written agreement between the supplier and Continental, it must be decided case by case which document shall prevail.

Due to changing framework conditions, it will be necessary to adapt the logistics requirements from time to time. The CA plants and suppliers of Continental are obliged to follow the current valid version.

3 REFERENCES

GSA	General Supply Chain Agreement
SML	Supplier Manual Logistics
TST N098 00.01 000	Packaging, Definition, Process, Requirements
TST N098 00.02 001	Continental Automotive Trade Terms (formerly - Explanation and Appendix A09)
TST N098 00.03 000	Requirements on marking of goods
INCOTERMS® 2010	International Commercial Terms

All TSTs and Appendix are downloadable at the Continental Automotive Homepage for Suppliers:

http://www.conti-online.com/www/automotive_de_en/general/contact_services/suppliers_logistics_en.html

4 RESPONSIBILITIES

This norm defines transportation procedures and functions.

It is the responsibility of the supplier to provide individual and/or collective packaging for the goods. The packaging provided by the supplier shall ensure that the goods reach their destination in sufficient condition.

5 CONTINENTAL AUTOMOTIVE TRADE TERMS WITH SUPPLIER

The supplier and Continental agree on delivery Trade Terms according to the specific requirements of the supply chain.

The delivery Trade Terms will be agreed between purchasing and logistics department of the respective Continental location and the supplier. According to the agreed delivery Trade Term the nomination of the forwarder will be decided.

The Trade Terms are set up preferably according to the Continental Automotive (CA) Trade Terms CA-DAP and CA-DDP (see CA norm "TST N09800.02-001 Continental Automotive Trade Terms") or if those are not suitable according to the INCOTERMS® 2010.

5.1 INCOTERMS® 2010

The INCOTERMS indicate the costs, risks and obligations of each contracting party with regard to the delivery of the goods.

The INCOTERMS do (main functions):

Identify the transfer point for possession of the goods; In general, the delivery process can be subdivided into 1st the distance from dispatch point to transfer point (seller's responsibility) and 2nd the distance from transfer point to destination point (buyer's responsibility).

- Determine the split of costs between the seller and buyer
- Determine the transfer of risks from seller to buyer

The INCOTERMS do not (separate definition in contract needed):

- Determine the terms of payment & place of jurisdiction
- Define the transfer of ownership (unlike change of possession)
- Regulate the consequences of a violation of the INCOTERMS - obligations

The INCOTERMS 2010 are subdivided into four different categories:

1. The first category is the minimum **clause E** (EXW - Ex Works).
The seller only makes the goods available to the buyer at the seller's own premises (e.g. plant/warehouse) at the agreed time.
2. Under the **F-terms**, the supplier is responsible to hand the goods over to the forwarder nominated by the buyer (FCA, FAS and FOB) at the agreed place. The seller is responsible for all documentation needed for exportation and is also responsible for the export customs clearance.
 - FCA – Free Carrier; the seller delivers the goods to the carrier named by the buyer at the agreed place. If delivery is agreed at the seller's premises, the seller is responsible for loading.
3. The **C-terms**, consist of the terms CFR, CIF, CPT, CIP. The supplier is obliged to organize and pay for the carriage of the goods, but without bearing the risk of loss or damage to the goods in transit. The seller is responsible to clear the goods for export. In the case of CIF and CIP the seller is also responsible for the transport insurance (on behalf and for the benefit of the buyer).
4. Under the **D-terms** (DAP, DAT, and DDP) the supplier bears all risks and costs associated with the carriage of the goods up to the agreed destination.
 - DAP– Delivered At Place; The seller delivers the goods to the buyer at the named place of destination. The seller is neither responsible for the import clearance and payment of duties nor the unloading of the goods from any transport vehicle.
 - DDP – Delivered Duty Paid; the seller has to bear all costs and risks involved in bringing the goods to the agreed place of destination. The seller is also responsible for customs

clearance and payment of duties and taxes in the country of importation. For that it is required in most countries that the seller is registered in the importing country as importer of record. The seller is not responsible to unload the goods.

5.2 Continental Delivery Trade Terms CA-DAP & CA-DDP

Detail requirements and process specifications of the Continental Automotive Trade Terms (**CA DAP and CA-DDP**) are described in the **TST N098 00.02 001 "Continental Automotive Trade Terms"** (formerly - Continental Automotive Trade Terms Explanation and Appendix A09).

5.3 Preferred delivery terms

INCOTERMS

- **DAP**, Continental Receiving Plant INCOTERMS 2010 or
- **DDP**, Continental Receiving Plant INCOTERMS 2010

Continental Automotive Trade Terms

- **CA DAP**, Continental Receiving Plant or
- **CA DDP**, Continental Receiving Plant

5.3.1 Delivery terms for return of empty packaging units

The freight costs for the delivery of the empty boxes should be **paid** depending on the contracted CA Trade Terms or INCOTERM. The freight cost and insurance for empties will be **paid** by the party who also pay the freight costs of goods.

Example:

- 1) If freight costs of goods (INCOTERM /Trade Terms: EXW, FOB, FCA CA-DAP & CA-DDP) **paid** by Continental Automotive, then Continental Automotive also pay the freight of empties (i.e. INCOTERM DAP)
- 2) If freight costs of goods (INCOTERM /Trade Terms: DDP, DAP, CIP & CPT) **paid** by supplier, then supplier also pay the freight of empties (i.e. INCOTERM FCA)

See also the graphical presentation of the Continental Automotive preferred Trade Terms and their split of responsibilities is shown in the CA norm TST N098 00.02 001 .

5.4 Nomination of the logistics service provider

In the case of "EXW", "FCA, location of the supplier", "FCA, warehouse of the supplier" or "CA-DAP" / "CA-DDP" Continental will nominate the Logistics Service Provider. From the point of handover the freight at defined handover place at suppliers plant or suppliers warehouse. The supplier will be informed by Continental accordingly.

The supplier has to initiate all shipments via the logistics service provider nominated by Continental.



**Transportation, Customs/ Foreign Trade and
Export Control**

Definition, Process, Requirements
for CA Plants and Suppliers worldwide

Doc. Type	T S T		
Doc. Num.	N 098 00.02		
Doc. Part	000	Doc. Ver.	00
Date:	2015-01-12	Page 7 of 14	

6 TRANSPORTATION AND CUSTOMS PROCESSING

6.1 Shipment Instructions for Suppliers and Forwarders

In order to gain maximum transparency within the Supply Chain of Continental all Suppliers and Forwarders have to use SupplyOn TOMS (Transport Order Management System) as the common Web based platform to exchange all necessary data electronically between each other and Continental.

Within TOMS (Transport Order Management System) they can create the Transport Order to notify the readiness of the goods for dispatch to the Forwarder (see 6.1.2.1) and after handing over the goods they can also create the ASN (DESADV) out of the existing Transport Order.

6.1.1 General

The instructions given in this section are part of our standard conditions and apply, unless stated otherwise, irrespective of the delivery conditions agreed with the supplier. They govern cooperation between the supplier, the forwarder and Continental if not otherwise specified by Continental.

The mode of transportation, route and forwarder will be determined by Continental in accordance with the agreed delivery terms. All deliveries have to be handed over to the forwarder, nominated by Continental for the trade lane. Any change has to get prior agreement from Continental plant logistics.

Any costs incurred by reason of failure to comply with these instructions are for the account of the supplier.

The following requirements are required in case of deliveries agreed under INCOTERMS 2010: and Continental Automotive Trade Terms "CA-DAP" and "CA-DDP" (for details see TST N9800.02 001 "Continental Automotive Trade Terms" and "5.3 Preferred delivery terms").

6.1.2 Shipment Handling (Supplier)

6.1.2.1 Notification / Handing over / Delivery

The supplier must notify the forwarder that goods are ready for dispatch via SupplyOn platform TOMS (Transport Order Management System), by fax or EDI in accordance with the following requirements:

- Notification not later than 2 p.m. on day A (upon agreement, earlier deadlines can be agreed between the forwarder and the Continental location).
- Handing over to the forwarder on day B between 8 a.m. and 5 p.m. or at fixed time agreed between supplier and forwarder.
- Delivery to Continental on day X (day X is based on the agreed transport mode (Airfreight, Seafreight Trucking, Parcel, Rail), and the defined transit time/ Service Level (CSLA for Airfreight) for the trade lane). Deviations have to be agreed between the forwarder and the Continental location).

A and B are consecutive working days. For this purpose, Sundays and public holidays are not counted as working days.

6.1.2.2 Agreement of Delivery / Arrival Day

The delivery/arrival day in the Continental-location is the day of the week laid down in the order or delivery schedule or agreed by the supplier with the Continental material procurement department. The supplier and forwarder shall cooperate to ensure that goods are delivered on the correct delivery day.



**Transportation, Customs/ Foreign Trade and
Export Control**

Definition, Process, Requirements
for CA Plants and Suppliers worldwide

Doc. Type	T S T		
Doc. Num.	N 098 00.02		
Doc. Part	000	Doc. Ver.	00
Date:	2015-01-12	Page 8 of 14	

6.1.3 Obligations of Supplier

6.1.3.1 Notification of Readiness for Shipment

The supplier shall notify the forwarder and if required in special cases also Continental via SupplyOn platform TOMS (Transport Order Management System), by fax or EDI on day A that goods are ready for shipment so that the goods can be collected by the forwarder on the following day (day B).

6.1.3.2 Data to be reported

The supplier shall inform the forwarder of the following data on day A:

- Gross weight (resulting from the quantity stated in the order or delivery schedule agreed with Continental staff)
- Kind of packaging (paletts, cartons, boxes)
- Precise dimensions of the packaging units
- Quantity and precise designation of packaging units (floor spaces), subdivided by recipient plants or unloading points
- Stackability / non-stackability of packaging units
- Required declarations for hazardous goods
- Pick up Location

6.1.3.3 Notification of Increased / Reduced Quantities

The supplier shall avoid retroactive changes of the quantities made available for shipment as such changes affect the forwarder's planning and normally result in additional costs.

For this reason:

- The supplier shall make the quantity reported as ready for shipment available on day B.
- The forwarder shall charge to the supplier any additional cost incurred by reason of increases or decreases in quantities made available.

6.1.3.4 Notification of Reduced Quantities/Compensation Deliveries

In the case that quantities notified are lower than quantities required for arrival on day X in the Continental-location, the supplier has to arrange a special delivery on day B to ensure that the quantities stated in the delivery schedule or agreed with Continental staff are definitely delivered on day X.

In addition, the supplier has to ensure the tracking of the premium freight at all times.

The supplier shall notify Continental of any quantity deviation and required premium freight transportation.

If the premium freight is organized by Continental, Continental or the forwarder will charge all additional cost of the premium freight to the supplier.

6.1.3.5 Delayed Notification

In the event of delayed notification of readiness for shipment (after 2 p.m. on day A), the supplier has to arrange a premium freight transportation on day B to ensure that the quantity stated in the delivery schedule or agreed with Continental is delivered on day X.



**Transportation, Customs/ Foreign Trade and
Export Control**

Definition, Process, Requirements
for CA Plants and Suppliers worldwide

Doc. Type	T S T		
Doc. Num.	N 098 00.02		
Doc. Part	000	Doc. Ver.	00
Date:	2015-01-12	Page 9 of 14	

The supplier shall notify Continental staff regarding the delayed notification and the need for premium transportation.

6.1.4 Making Goods Available for Shipment

The supplier shall make the goods available for shipment on day B together with all the documents required (see 6.2.1.2 and 6.3.1) so that the forwarder can collect the goods between 8 a.m. and 5 p.m. or during the normal hours of business of the supplier. Fixed collection times may be agreed between the supplier and the forwarder.

The forwarder will only accept requests of the supplier for fixed collection times if these are compatible with cost-effective shipment and reliable delivery on day X.

The supplier shall ensure that the vehicles of the forwarder will be loaded promptly within the agreed time slot.

6.1.5 Delayed Readiness of the Goods caused by the Supplier

In the event of delays caused by the supplier on day B, delivery on day C is in danger. In such cases, the supplier has to arrange premium freight transportation on day B to ensure delivery on day X.

The supplier shall notify Continental staff of the delay and the need for premium freight.

The forwarder has to ensure arrival on day X.

The forwarder or Continental will charge all additional costs of the premium freight to the supplier.

6.1.6 Collection by the Forwarder

In the event of delay in the collection of goods on day B caused by forwarder, delivery on day X could be in danger. In such cases, the forwarder shall arrange premium transportation on day B to ensure arrival at Continental on day X.

The forwarder shall notify Continental staff regarding the delay in the collection of goods and the need for premium freight. The forwarder has to ensure arrival on day X. Any additional cost of the premium transportation is for the account of the forwarder.

Documents required from the supplier:

On day B the supplier has to provide to the forwarder all documents, which are listed and named (see 6.2.1.2 and 6.3.1) in this manual.

6.1.7 Delivery by the Forwarder

The forwarder has to ensure that the goods are delivered on day X to the Continental location. The forwarder shall agree the delivery time and any deviations with Continental staff.

6.1.8 Security Handling (Supplier)

Supplier commits to fulfil the international and national regulations, forms and requirements according the Airfreight Security, AEO (Authorized Economic Operator) and C-TPAT (Customs Trade Partnership Against Terrorism). Any costs incurred by reason of failure to comply with these regulations, forms and requirements are for the account of the supplier.

6.1.9 Parcel Shipment

Single packaging units with maximum length of 270 cm or a maximum girth (longest side + 2 x width + 2 x height) of 330 cm and a weight up to 70kg/piece qualify for shipments via Parcel Service Providers.

Continental AG has global parcel contracts with different Parcel Service Providers which are valid also for its holding-companies, licensees worldwide and their suppliers.

The preferred Parcel Service Provider depends on the desired relation (origin and destination countries of the supplier and the Continental-plant).

The following points must settle with the Continental-receiving plant before the shipment via a Parcel Service Provider get into instruction:

- Choice of the Parcel Service Provider which has to be contacted
- Kind of service [slower "Standard"- Service (1-5 days transit time) or rapid "Express"- Service (24 -96 h)]
- Continental-Account-no for each receiving plant

Each Parcel Service Provider has his own separate Account-no for each plant. This Account-no has to be announced every time for each shipping order!

6.2 Customs, Supplier Declaration, Preferential Movement Certificates

6.2.1 Deliveries to Continental Locations

The following provisions must be complied with when delivering to Continental locations worldwide.

6.2.1.1 Deliveries from Suppliers within the EU

In all cases of deliveries inside the EU, the supplier has to complete the form

"Long Term Supplier's Declaration, according EC regulation 1207/2001"

prepared by Continental and has to give a legal binding declaration of the origin and preferential status of the goods, as required by customs regulations (country of origin and preferential tariff status).

The supplier has to process and return the form requested by Continental within a period of 14 days. Compliance to this requirement is essential to avoid reminders (and costs resulting thereof).

Continental will not accept declarations made on the supplier's own forms or references to origin/preferential tariff endorsements in invoices.

The supplier shall notify Continental promptly in written form on any changes in declarations already submitted (especially regarding changes of country of origin and preferential status). It shall not be necessary for Continental to request such notification specifically.

The supplier will be liable for any cost at Continental caused by delayed or not given declarations or in cases of failures in the declarations.

In cases of doubt, the supplier is responsible to clarify unclear points with the customs authorities or chambers of commerce.

If required, the supplier has to provide a special customs document –which is confirmed by his local customs authority – to proof his supplier declaration.

6.2.1.2 Deliveries from Suppliers in Countries Having Preferential Customs Agreements with the Country of the Continental Location

Deliveries to Continental locations in regions/countries with preferential agreements -- e.g. the numerous agreements with EU, within NAFTA and the different agreements of NAFTA-countries with other regions and countries, within the ASEAN-countries – need to be shipped together with properly completed and confirmed Preferential Movement Certificates.

(E.g. EUR1-document, Certificates of Origin Form A, NAFTA-declarations, Form E in the ASEAN-China Agreement, other appropriate certificates of origin, endorsement on invoice in the case of an exporter authorized by the customs authorities, or other applicable documents).

Any duties or other cost at Continental as a result of the failure of the supplier to comply with these requirements will be charged to the supplier.

In the event that the rules of the preferential agreements do not allow compliance with these requirements (e.g. local content requirements), the supplier has to inform Continental staff in written form prior to the conclusion of the contract.

6.3 Documents Required from the Supplier

The supplier has to attach all documents required from Continental to the shipments.

6.3.1 Delivery Notes and Shipping Orders

Shipping Orders shall be accompanied by the appropriate delivery notes. All delivery notes for the complete shipment shall be listed on the shipping order.

Delivery notes (dispatch note) and shipping orders (DIN 5018/ VDA 4922) shall include the information required by the applicable DIN standards (DIN 4991) and/or VDA publications (VDA 4913).

Each shipping order shall be accompanied by a set of delivery notes. All the delivery notes for the shipment shall be listed on the shipping order.

The type, size and quantity of any returnable packaging shall be indicated on delivery notes and shipping orders.

The following information shall be stated on the delivery note:

- Continental purchase order number (scheduling agreement number or single order number)
- Vendor number (supplier number) assigned by Continental
- Continental article number (Continental part number)
- Continental designation to article
- Total quantity for each article number (part number)
- Unit of measure to each quantity
- Quantity and designation of returnable packaging
- Delivery Note Number

Clear marking and designation of hazardous goods based on general, regional legal and/or plant specific requirements of the goods receiver (consignee).

Clear marking of goods which needs special storage conditions including its technical designation to the mandatory conditions.



**Transportation, Customs/ Foreign Trade and
Export Control**

Definition, Process, Requirements
for CA Plants and Suppliers worldwide

Doc. Type	T S T		
Doc. Num.	N 098 00.02		
Doc. Part	000	Doc. Ver.	00
Date:	2015-01-12	Page 12 of 14	

General data: mode of shipment, shipment date, gross and net weight of delivery for each article number, etc.

6.3.2 Invoices

The first invoice for customs purposes shall accompany the goods. The second invoice shall be the final invoice (commercial invoice to be paid), which includes the same data as the first one and additional the number of the first invoice and the delivery note numbers.

To ensure proper customs clearance in the case of importation of goods, the first invoice shall contain the following information:

- Invoice number
- Invoice date
- Supplier name & address
- Vendor name & address if deviant from supplier name
- Purchaser name & address
- Delivery address if deviant from Purchaser name
- Order number and reference numbers
- Delivery note number
- Agreed delivery term (INCOTERMS or CA Trade Terms) and named place of destination
- Continental part numbers
- Designation of goods
- HS-Code (Customs Tariff-Number)
- Country of origin
- If applicable preference document or invoice declaration (=preference text), which has to correspond with the information in the invoice
- Notice of the appropriate export list number "AL" (Germany/EU law) and Export Control Classification number (ECCN, U.S. law) if possible or otherwise to declare, referring to chapter 7 "Export Control"
- Item quantity
- Value of goods, price per piece and total price
- Currency (no differences between first and second invoice)
- Gross weight
- Net weight

For business transactions within the EU-countries the first invoice shall include VAT ID number of the supplier and of the respective Continental location.

If a delivery is free of charge, this shall be noted on the invoice (value only for customs purposes). Nevertheless the value indicated for customs purposes shall correspond to the current value of the goods (market price).



**Transportation, Customs/ Foreign Trade and
Export Control**

Definition, Process, Requirements
for CA Plants and Suppliers worldwide

Doc. Type	T S T		
Doc. Num.	N 098 00.02		
Doc. Part	000	Doc. Ver.	00
Date:	2015-01-12	Page 13 of 14	

7 EXPORT

According to Continental Automotive Export Control policy, following issues must be considered:

For compliance with international export control laws and regulations, the supplier is requested to provide us with notice of the appropriate export list number "AL" number (Germany/EU law) and Export Control Classification Number (ECCN, U.S. law) for their goods (hardware, software, technology) and another international classification-no.

If this should not be possible, the supplier must provide Continental with the technical information necessary for the classification of the individual goods in accordance with the control lists. Such information might include technical parameters, functional descriptions, material composition, parts lists, specifications, diagrams, and advertising brochures.

If components of U.S. origin are essential in the final product, the supplier has to inform Continental regarding the percentage breakdown of the product by country of origin and value. The objective of doing so is to establish whether or not a supplier's product is subject to U.S. law. In such cases, the supplier is asked to provide the following information on its product(s) in writing:

Product designation	Your part-no	Continental part-no	Dual use no.	ECCN	% US share	Country of origin

Key for filling in the table:

- Product designation:
Usual commercial designation of the product
- Your part number:
Your company's internal part number
- Continental part number:
Part number of Continental
- Dual use number:
Indicate the number from the EU dual use list (maximum of 15 digits). If there is no obligation to obtain authorization, please enter 'N' in this space.
- ECCN:
Indicate the number of the CCL (Commerce Control List) of the U.S. (maximum of 15 digits). Indicating an ECCN confirms that your product is subject to the U.S. Export Administration Regulations. Should your product not be subject to the U.S. EAR, please enter 'N' in this space.
- % U.S. share:
U.S. share as a percentage of the price ex works. In evaluating whether goods are subject to U.S. jurisdiction, the share of value made up by U.S. preliminary materials must be indicated in relation to the ex works price of the goods. Only if goods consist fully of preliminary materials that do not originate in the U.S. can filling out this space be dispensed with.

Supplier shall advise CONTINENTAL in writing as early as possible but not later than 4 weeks prior to the Delivery Date of any information and data required by CONTINENTAL to comply with all foreign trade regulations for the product applicable in the countries of export and import, as well as re-export



**Transportation, Customs/ Foreign Trade and
Export Control**

Definition, Process, Requirements
for CA Plants and Suppliers worldwide

Doc. Type	T S T		
Doc. Num.	N 098 00.02		
Doc. Part	000	Doc. Ver.	00
Date:	2015-01-12	Page 14 of 14	

in case of resale, In any case, Supplier shall provide to CONTINENTAL for the product the following "Export Control and Foreign Trade Data":

The "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the product is subject to the U.S. Export Administration Regulations; and

the export list numbers according to EU regulations if the product is subject to EU export regulations; and

all other applicable export list numbers.

The statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and

the country of origin (non-preferential origin); and

Supplier's declaration for preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers) („Export Control and Foreign Trade Data“).

In case of any alterations to origin and/or characteristics of the product and Services and/or to the applicable Foreign Trade Regulations Supplier shall update the Export Control and Foreign Trade Data as early as possible, but not later than 4 weeks prior to the Delivery Date. Supplier shall be liable for any expenses and/or damage incurred by CONTINENTAL due to the lack of or inaccuracy of said Export Control and Foreign Trade Data.

The supplier must be aware that, business transactions between him and Continental could be subject to export control laws, including those of the USA.

8 CONTACTS @ SUPPLY CHAIN MANAGEMENT AUTOMOTIVE – CUSTOMS, TRANSPORTATION AND PACKAGING

Customs

customs-foreign-trade@continental-corporation.com

Transportation

transportation-design@continental-corporation.com

Packaging

packaging.technics@continental-corporation.com