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| Doc. Type | TST | Standard Transportation, Customs, Foreign Trade and Export Control for Vitesco Plants |  © 2020 Vitesco Technologies |
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| No guarantee can be given in respect of the translation. In all cases the latest English-Language version of this standard shall be taken as authoritative. | ECN / ZQN | Author Organisation Author Name | Owner Organization Owner Name | Released Organization Released Name |
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CHANGES

In comparison to the former version the following amendments have been made:

- The content changes to Vitesco rewording
 - Restructure & rewording chapter “Transportation”
 - Restructure & rewording chapter “Customs”
 - Restructure & rewording chapter “Export Control”
 - Chapter incoterm integrated in TST N 3 9800.02 Vitesco technologies Trade Terms
- The scope has been to follow the Spin-off of Vitesco Technologies

HISTORY / PREVIOUS EDITION

TST_N09800.02-000_Transportation_Customs_ForeignTrade_ExportControl

1 SCOPE, APPLICATION AND PURPOSE

With its trendsetting systems technology, Vitesco technologies 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 Vitesco and suppliers. This norm aims to standardize and continuously improve procurement processes involving Vitesco and suppliers. These improvement and standardization actions are basis for creation of transparency in the logistics processes in Vitesco supply chain and all parties should benefit from them.

This norm is intended as a reference, which VT plants and suppliers shall use to clarify any difficulties and questions which may arise. The VT 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 VT plants and suppliers inform all responsible members of their staff of the contents of this norm.

This standard applies to all companies within Vitesco Technologies Group as well as to their plants and functional areas and their suppliers worldwide and is proposed by Supply Chain Management - Customs, Transportation & Packaging (SCM CTP).

This norm shall apply to all worldwide activities of Vitesco and all deliveries to worldwide destinations of Vitesco. This norm is part of the currently valid purchasing agreement between the supplier and Vitesco 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.

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

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In case of conflicting rules between the rules of this norm and any other written agreement between the supplier and Vitesco, 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 VT plants and suppliers of Vitesco are obliged to follow the current valid version.

2 RELATED DOCUMENTS AND REFERENCES

2.1 Internal References / standards

| | |
|---------------|---|
| GSCA | General Supply Chain Agreement |
| SML | Supplier Manual Logistics |
| VT N300001.01 | Packaging requirements for Vitesco suppliers and Vitesco plants worldwide |
| VT N300001.02 | Vitesco technologies Trade Terms |
| VT N300001.03 | Requirements on marking of goods |

2.2 External References / standards

| | |
|------------|---|
| Incoterms® | International Commercial Terms always in the latest published version |
|------------|---|

2.3 Further relevant rules / standards

All VT documents and Appendices are downloadable at the VT Homepage "Vitesco Technologies Supplier Special Information and Downloads": [Vitesco Technologies - Suppliers – Vitesco Technologies \(vitesco-technologies.com\)](https://www.vitesco-technologies.com)

3 GENERAL

The instructions 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 Vitesco if not otherwise specified by Vitesco.

The mode of transportation, route and forwarder will be determined by Vitesco in accordance with the agreed delivery terms. All deliveries must be handed over to the forwarder, nominated by Vitesco for the trade lane. Any change must get prior agreement from Vitesco 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®: and Vitesco Technologies Trade Terms "VT-DAP" and "VT-DDP" (for details see VT N300001.02 Vitesco technologies Trade Terms).

4 TRANSPORTATION

4.1 Shipment Instructions for Suppliers and Forwarders

In order to gain maximum transparency within the Supply Chain, all suppliers generating transport orders on behalf of Vitesco Technologies as freight payer as well as forwarders have to use a TMS (Transport Management System) or 4PL/LLP (Fourth Party Logistics/ Lead Logistics Provider), if existing, as the common web based platform to exchange all necessary data electronically between each other and Vitesco Technologies.

Within the platform they can create the transport order to notify the readiness of the goods for dispatch to the Forwarder (see 4.1.1 Notification / Handing over / Delivery) and after handing over the goods they have to create an ASN (DESADV). This can be created as a Web ASN or in case of a direct Classic EDI connection as a Classic ASN.

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4.1.1 Notification / Handing over / Delivery

The supplier must notify the forwarder that goods are ready for dispatch via TMS or 4PL/LLP platform if existing, by E-Mail, EDI or forwarder notification platform 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 Vitesco 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 Vitesco on day X (day X is based on the agreed transport mode (Air Freight, Sea Freight Road Freight, Parcel, Rail), and the defined transit time/ Service Level (CSLA for Airfreight) for the trade lane). Deviations must be agreed between the forwarder and the Vitesco location).

A and B are consecutive working days. For this purpose, Sundays and public holidays are not counted as working days. Saturday is usually not considered as a normal working day. Nevertheless, in various countries it can be a working day. Deliveries on these days are based on agreements with the forwarder.

4.1.2 Agreement of Delivery / Arrival Day

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

4.2 Notifications by Supplier

4.2.1 Notification of Readiness for Shipment

The supplier shall notify the forwarder to dispatch the material/ shipment via TMS or 4PL/ LLP platform if existing; otherwise if TMS or 4PL/ LLP is not implemented, the way of notification should be mutually agreed between the supplier and the nominated/ defined forwarder.

The supplier shall notify the forwarder 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). The time window for the pick-up shall be agreed between the supplier and the forwarder.

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 Vitesco staff)
- Type of packaging (pallets, cartons, boxes)
- Precise dimensions of the packaging units
- Quantity and precise designation of packaging units (floor spaces), subdivided by recipient VT plants or unloading points
- Stackability / non-stackability of packaging units
- Required declarations for hazardous goods
- Pick up Location and delivery address

4.2.2 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.

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4.2.3 Notification of Reduced Quantities/Compensation Deliveries

In the case that quantities notified are lower than quantities required for arrival on day X in the Vitesco 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 Vitesco staff are definitely delivered on day X.

In addition, the supplier always must ensure a continuous tracking of the premium freight.

The supplier shall notify Vitesco of any quantity deviations and required premium freight transportation.

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

4.2.4 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 Vitesco is delivered on day X.

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

4.3 Making Goods Available for Shipment

The supplier shall make the goods available for shipment on day B together with all the documents required (see 7. Documents required from the supplier) 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.

4.4 Delayed Readiness of the Goods caused by the Supplier

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

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

The forwarder must ensure arrival on day X.

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

4.5 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 Vitesco on day X.

The forwarder shall notify Vitesco staff regarding the delay in the collection of goods and the need for premium freight. The forwarder must ensure arrival on day X. Any additional cost of the premium transportation must be paid by the forwarder.

On day B the supplier must provide to the forwarder all documents, which are listed and named (see 9 Documents required from the supplier) in this manual.

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4.6 Delivery by the Forwarder

The forwarder must ensure that the goods are delivered on day X to the Vitesco location.

The forwarder shall agree the delivery time and any deviations with Vitesco staff.

4.7 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.

Vitesco 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 Vitesco plant).

The following points must be settled with the Vitesco receiving plant before the shipment via a Parcel Service Provider is launched:

- Selection of the Parcel Service Provider which must be contacted
- Type of service [slower “Standard”/ “Economy” - Service (1-5 days transit time) or faster “Express” - Service (1-4 days)]
- Vitesco-Account-no for each receiving plant

Each Parcel Service Provider has his own separate Account-no for each plant. This Account-no must be announced every time for each shipping order! The Account-no must only be used for the parcel shipments where the respective Vitesco plant is the freight payer.

5 CUSTOMS

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.

The following provisions described in this paragraph must be complied with when delivering to Vitesco locations worldwide.

5.1 Deliveries from Suppliers within the EU

In all cases of deliveries inside the EU, the supplier must complete the form *“Long Term Supplier’s Declaration, according EC regulation 2015/24 47”* prepared by Vitesco and must 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 must process and return the form requested by Vitesco within a period of 14 days. Compliance to this requirement is essential to avoid reminders (and costs resulting thereof).

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

The supplier shall notify Vitesco 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 Vitesco to request such notification specifically.

The supplier will be liable for any cost at Vitesco 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.

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

5.2 Deliveries from Suppliers in Countries Having Preferential Customs Agreements with the Country of the Vitesco Location

Deliveries to Vitesco 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 Vitesco as a result of the failure of the supplier to comply with these requirements will be charged to the supplier.

If the rules of the preferential agreements do not allow compliance with these requirements (e.g. local content requirements), the supplier must inform Vitesco staff in written form prior to the conclusion of the contract.

6 EXPORT CONTROL

For compliance with the applicable export control regulations and laws, the Supplier is responsible to provide Continental with all necessary data (e.g. the Export Control List Number “AL” number based on German/EU laws, and the Export Control Classification Number "ECCN" according to US regulations on each invoice and on request) for the relevant goods (hardware, software, technology, equipment). 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 Contract Product, the Supplier has to inform Continental and provide in writing the information/data as per Continental request. In case of any alterations to origin and/or characteristics of the licensed software 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.

7 DOCUMENTS REQUIRED FROM THE SUPPLIER

The supplier must attach all documents required from Vitesco to the shipments.

7.1 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 4987).

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:

- Vitesco purchase order number (scheduling agreement number or single order number)
- Vendor number (supplier number) assigned by Vitesco
- Vitesco article number (Vitesco part number)
- Vitesco designation to article
- Total quantity for each article number (part number)

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- 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.

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

7.2 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 VT Trade Terms) and named place of destination
- Vitesco part numbers
- Designation of goods
- HS-Code (Customs Tariff-Number)
- Country of origin
- If applicable preference document or invoice declaration (=preference text), which must 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 8 "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 Vitesco 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).

8 Contacts @ Supply Chain Management Vitesco

For questions related to the content of this document only.

For Transportation: VT_SX_SM_Transportation@vitesco.com

For Customs: VT_NU_SM_Customs@vitesco.com

For Export Control: VT_NU_SM_Export_Control@vitesco.com

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9 REVIEW

9.1 Review Team

The members of the Review Team have reviewed the rule and their feedback has been considered. The Responsible Function keeps records about the review.

| Name | Department | Location |
|-----------------|--------------|------------|
| Youness El-Amin | VT O SCM CTP | Schwalbach |
| Norbert Seitz | VT O SCM CTP | Nürnberg |
| Kamil Struhala | VT O SCM CTP | Trutnov |
| Sylvie Tonetti | VT O SCM CTP | Nürnberg |