



**Transportation, Customs/ Foreign Trade and  
Export Control**  
Global Requirements  
for CA Plants and Suppliers

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Doc. Part	000	Doc. Ver.	02
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## Changes

- [02] Change of chapter 8.3 due to requirement of German customs authority
- [01] Completely revised version

## Previous editions

- [00] 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
- [00] FRB-14133337 – 2015-01-12

## 1 SCOPE

With its trendsetting systems technology, the Automotive Group of Continental AG (concerning this norm referring to all legal entities within Continental Automotive – 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.

Supply Chain (SC) 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 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 SC requirements stated in this norm. Compliance with the content is essential and will impact future sourcing decisions.

This standard applies to all companies within CA as well as to their plants and functional areas and their suppliers worldwide.

## 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 SC processes and procedures. Except otherwise expressly laid down in the currently valid purchasing agreement, the supplier shall undertake to fulfill 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 SC requirements from time to time. The CA plants and suppliers of Continental are obliged to follow the current valid version.

### 3 REFERENCES

GSCC	Global Supply Chain Concept
TST N098 00.01 000	Packaging Requirements
TST N098 01.01 000	Packaging Specification Data Sheet - PSDS
TST N098 00.02 001	Continental Automotive Trade Terms
TST N098 00.03 000	Requirements on marking of goods
Incoterms® 2020	<b>International Commercial Terms</b>

All TSTs and Appendix are downloadable at the Continental Automotive Homepage for Suppliers:  
<https://www.continental-automotive.com/en-gl/Passenger-Cars/Company/Supplier-Logistics>

### 4 RESPONSIBILITIES

For the functions 'Customs/ Foreign Trade', 'Export Control' and 'Transportation' all responsibilities of the involved parties are covered in the following chapters.

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. Details for all packaging related responsibilities are described in TST N098 00.01 000 'Packaging Requirements' in the current valid version.

### 5 GENERAL

The instructions given 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 receive prior agreement from CA plant Supply Chain Management (SCM).

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

### 6 DELIVERY TERMS WITH SUPPLIERS

Delivery terms are defined in the purchasing agreement by Automotive Purchasing according to Incoterms® 2020 or to CA Trade Terms "CA-DAP" and "CA-DDP" (for details see TST N9800.02 001 "Continental Automotive Trade Terms").

#### 6.1 Preferred Delivery Terms

In general, Continental requests the supplier to deliver according to following preferred delivery terms:

- DDP (Incoterms® 2020)
- DAP (Incoterms® 2020)
- CA-DAP (Continental Automotive Trade Term)
- CA-DDP (Continental Automotive Trade Term)



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## 6.2 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 Term or Incoterm. The freight costs and insurance for empties will be paid by the party who also pays the freight costs of goods.

Example:

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

## 7 TRANSPORTATION

### 7.1 Shipment Instructions for Suppliers and Forwarders

In order to gain maximum transparency within the Supply Chain of Continental all suppliers that generate a Transport Order on behalf of Continental as freight payer and forwarders have to use a TMS (Transport Management System), if existing, as the common platform to exchange all necessary data electronically between each other and Continental.

Within the TMS they can create the Transport Order to notify the readiness of the goods for dispatch to the forwarder (see 7.1.1 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.

#### 7.1.1 Notification / Handing over / Delivery

The supplier must notify the forwarder that goods are ready for dispatch via TMS platform if existing. If no TMS is requested, the notification can be submitted by fax, EDI or LSP 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 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. Saturday is usually not considered as a normal working day. Nevertheless, in various countries it can be a normal working day. Deliveries on these days are based on agreements with the forwarder.

#### 7.1.2 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.

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## 7.2 Notifications by Supplier

### 7.2.1 Notification of Readiness for Shipment

In case Continental is using a TMS system and the forwarder is contracted by Continental, the supplier shall notify the forwarder that products are ready for dispatch by the TMS platform with all relevant transport information. If a TMS is not implemented, the way of notification should be mutually agreed between the supplier and the selected / 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.

#### 7.2.1.1 Reporting data to Forwarder

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 CA plants or unloading points
- Stackability / non-stackability of packaging units
- Required declarations for hazardous goods
- Pick up Location

### 7.2.2 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.

The supplier also has to inform the Continental receiving plant in case of a deviation compared to the delivery schedule.

### 7.2.3 Notification of Reduced Quantities/ Compensation Deliveries

In the case that quantities notified are lower than quantities required for arrival on day X in the Continental-location caused by supplier, the supplier has to arrange a special delivery (on his behalf ) 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.

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#### 7.2.4 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 Continental is delivered on day X.

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

#### 7.2.5 Making Goods Available for Shipment

The supplier shall make the goods available for shipment on day B together with all the documents required (see 7.1.2 Agreement of Delivery / Arrival Day and 7.2.1 Notifications of Readiness by 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.

#### 7.2.6 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.

#### 7.2.7 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 8.5 Deliveries from suppliers in Countries Having Preferential Customs Agreements ... and 10.1 Delivery Notes and Shipping Orders) in this manual.

#### 7.2.8 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.

### 7.2.9 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 CA plant).

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

- 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 CA plant. This account no. has to be announced every time for each shipping order!

## 8 CUSTOMS AND ORIGIN

The following provisions must be complied with for every delivery to Continental locations worldwide.

For all questions and instructions arising in connection with customs duties, goods origin and export control, the Supplier shall establish contact with the responsible Customs / Foreign Trade department of Continental.

If there are any further conditions from local customs authorities the supplier must adhere to these specific requirements, e.g. in case other official documents are required by virtue of local import rules in the country of import, Supplier has to provide Continental in time with such proof.

If shipments are delivered with Incoterm DDP the supplier is responsible for the handling of duty drawback, which is a refund in payments that were initially collected upon importation of foreign-made goods; these payments could have been for customs duties, sales taxes, or other fees.

### 8.1 Export

All customs formalities, which are necessary for the exportation of the goods, are to be fulfilled by the Supplier according to the agreed delivery terms.

If the goods are being supplied on a temporary basis the supplier has to indicate this on the documents which accompany the goods.

### 8.2 Special Import Handling (e.g. Handcarry – On board courier)

If customs clearance is required for special transport cases like on-board-courier it is essential to observe the customs and tax regulations in the destination country. The responsible customs department from Continental has to be involved in advance to ensure that all required documents are available.





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### 8.3 Supply Chain Security

Supplier commits to fulfill all national and international rules, laws, regulations and requirements according to supply chain security programs such as AEO S (Authorized Economic Operator - Security) or C-TPAT (Customs-Trade Partnership Against Terrorism).

Supplier also declares that

- goods, which are produced, stored, forwarded or carried by order of Continental, which are delivered to Continental or which are taken for delivery from Continental
  - o are produced, stored, prepared and loaded in secure business premises and secure loading and shipping areas
  - o are protected against unauthorized interferences during production, storage, preparation, loading and transport
- reliable staff is employed for the production, storage, preparation, loading and transport of these goods
- business partners who are acting on suppliers behalf are informed that they also need to ensure the supply chain security as mentioned above

Supplier also commits to fulfill the regulations regarding Airfreight security. All costs incurred by reason of failure to comply with these regulations and requirements shall be borne by the supplier (e.g. x-ray of air freight shipments for not "known consignor").

### 8.4 Declaration of Origin of Goods

The supplier is obliged to notify Continental binding and free charge of the non-preferential and preferential origin of the goods specifying the Continental part number and supplier part number.

The origin data must be provided in written form (e.g. European Union: long-term supplier declaration or USMCA declaration of origin) according to applicable customs regulations and free trade agreements within 14 days starting with the receipt of Buyer's request. Compliance with this requirement is essential to avoid reminders and costs resulting thereof.

If origin data such as long-term supplier declarations are requested in electronic form, the supplier commits to follow this type of processing (e.g. adobe interactive forms). In case of first-time supply, the origin data shall be supplied by the time of first supply at the latest. Continental will not accept declarations made on the supplier's own forms or references to origin/preferential tariff endorsements in invoices.

The supplier is obliged to notify Continental promptly in written form on any changes in declarations submitted (especially regarding changes of country of origin and preferential status).

We point out that the non-fulfillment may influence the SC performance rating. 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. On request, the supplier has to proof his declarations of origin with an information certificate e.g. INF.4 confirmed by the customs authority.

### 8.5 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 USMCA and the different agreements of USMCA-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, USMCA-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).

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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.

**9 EXPORT CONTROL**

Supplier shall comply with any and all applicable export control laws and regulations applicable to the Contract Product, including without limitation, sanctions, embargoes and other laws, regulations, government orders and policies controlling the transmission or shipment of goods, software and technology, including the Contract Product. 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" term based on German/EU laws, the percentage of incorporated, commingled or bundled US origin goods controlled under the EAR calculated based upon fair market value and the Export Control Classification Number "ECCN" according to US regulations on each invoice) for the relevant items (goods, software, technology, equipment).

In order to fulfill this requirement, the supplier shall provide the respective Export Control Classification on the invoice. In addition, the supplier shall fill the template "Supplier Request on Export Control Classification", in the reference of the product, its description, the customs tariff number, the Export Control code according to EU law, US law and other country. This document needs to be sent to [AU\\_FR\\_SM\\_ExportControl\\_EMEA@continental.com](mailto:AU_FR_SM_ExportControl_EMEA@continental.com) prior to the first delivery.

[LINK](#) to template

**Supplier Request on Export Control Classification**

**DOWNLOAD BEFORE MODIFYING (DELETE THIS LINE AFTER DOWNLOAD)**

To comply with the export control regulations, we Continental (Automotive and Vitesco Technologies) Group and its subsidiaries, ask our suppliers to sign the following document:



<b>Company:</b> _____	Department: _____
Address: _____	Name: _____
_____	Tel.: _____
_____	Email: _____

You are : supplier / manufacturer / service provider (please underline the correct answer)

The export of certain goods requires an export license, for instance goods which have civilian and military purposes - so called Dual-use goods.

Export control, foreign trade law

a. EU/Germany

Subject to authorization are goods that are listed in the EU-Dual-use Regulation and its Annexes and in the German Export List.

b. US Law

Is the good of US origin or is it developed on the basis of US technology or US Software? If yes, is the good classified on the Commerce Control List?

c. Other Country

Is there any coding specific to other country (not EU, not US)?

No.	Reference no. /Serial no.	exact description of item	customs tariff number	a) EU/Germany		b) US Law		c) Other country	
				Dual-Use goods according to EU Dual Use Regulation, German Export List		Is the good subject of US Export Control Legislation?		Coding of the country under ISO 2	
				no	yes; put the classification*	no	yes; put the classification* (e.g. EAR99 or ITAR or ECCN)	no	yes; put the classification* (e.g. EAR99 or ITAR or ECCN)
1									
2									
3									
4									
5									
6									

\* please fill in the classification as concrete as possible (e.g. 8A001d, if more sub-items exist 6A001a2a1)

EAR99 items subject to the EAR that are not elsewhere controlled by this CCL Category or in any other category in the CCL are designated by the number EAR99.

Place, Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Furthermore, the supplier must provide Continental with the technical information necessary for the classification of the individual items in accordance with the control lists. Such information might include technical parameters, functional descriptions, material composition, parts lists, specifications, diagrams,  
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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.

## 10 DOCUMENTS REQUIRED FROM THE SUPPLIER

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

### 10.1 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:

- 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.

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

### 10.2 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 additionally the number of the first invoice and the delivery note number. In the event of several deliveries prior to issuance of the commercial invoice the commercial invoice shall contain all related delivery note numbers.

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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 "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.

The invoice that accompanies the goods must be identical to the commercial invoice.

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).

## 11 CONTACTS

### Customs

[customs-foreign-trade@continental-corporation.com](mailto:customs-foreign-trade@continental-corporation.com)

### Export Control

[AU\\_FR\\_SM\\_ExportControl\\_EMEA@continental.com](mailto:AU_FR_SM_ExportControl_EMEA@continental.com)

### Transportation

[Transportation-Management@continental-corporation.com](mailto:Transportation-Management@continental-corporation.com)

### Packaging

[packaging.technics@continental-corporation.com](mailto:packaging.technics@continental-corporation.com)

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## 12 ABBREVIATIONS AND DOCUMENTS

### Abbreviations

AEO	Authorized Economic Operator
AL	Export Control List Number
ASEAN	Association of Southeast Asian Nations
ASN	Advance Shipping Notice
CA	Continental Automotive
CA-DAP	Continental Automotive Trade Term – DAP (Delivered at Place)
CA-DDP	Continental Automotive Trade Term – DDP (Delivered Duty Paid)
CSLA	Continental Service Levels Air
C-TPAT	Customs-Trade Partnership Against Terrorism
CN	Continental Norm
DESADV	despatch advice
DIN	Deutsches Institut für Normung / German Institute for Standardization
ECCN	Export Control Classification number
EDI	Electronic Data Interchange
EU	European Union
EUR1	movement certificate EUR1/ Warenverkehrsbescheinigung EUR1
INF.4	information sheet INF.4 / Auskunftsblatt INF 4
NAFTA	North American Free Trade Agreement
SC	Supply Chain
SCM	Supply Chain Management
SML	Supplier Manual Logistics
TMS	Transport Management System
TST	Technical Standard (Continental Norm)
VAT ID	Value-Added Tax Identification number
VDA	Verband der Automobilindustrie e. V. (VDA)/ English: German Association of the Automotive Industry

### Documents

DIN 5018	Business forms - Forwarding instruction / Geschäftsvordrucke - Speditionsauftrag
DIN 4991	Business forms - Layout key for trade documents - Inquiry, offer, order/order change, order response, delivery note and invoice / Geschäftsvordrucke –Rahmenmuster für Handelspapiere – Anfrage, Angebot, Bestellung/Bestelländerung, Bestellantwort, Lieferschein und Rechnung
VDA 4922	Form for the dispatch of goods between supplier, forwarder and customer / Vordruck für die Güter-Versendung zwischen Zulieferer, Spediteur und Kunde
VDA 4987	Data Transfer of Despatch Advices / Datenfernübertragung von Lieferavisen (successor of VDA 4913)