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Changes

[03] All references to Incoterms version removed, instead reference to latest published version under 2.
[02] Correction of wording to be used on invoices
[01] Improved explanation of transport insurance process under CA-Trade Terms
[01] Explanation of wording to be used on invoices
[01] List of abbreviations added

Previous Editions

- ZQN-19100331 – 05.11.2019; ZQN-18100529 – 10.09.2019
- FRB-15133031 – 04.08.2015 (TST N 098 00.02 002) - withdrawn
- FRB-14133334 – 30.09.2014
- Published version: CA-Trade-Terms-Explanation 0.3, 2014-07
- Published version: Appendix A09
- Former specification called SML (Supplier Manual Logistics) published as CN 855228-1 (Version 1.0; Release 08. 2010), extracting the SML chapter 5.2

1 SCOPE

The Supplier and Continental agree on delivery terms according to the specific requirements of the supply chain of Continental (CA-Trade Terms).
The CA-Trade Terms shall be agreed between the purchasing and SCM department of the respective location of Continental and the Supplier.

2 REFERENCES

TST N098 00.02-000 Transportation, Customs/ Foreign Trade and Export Control: Definition, Process, Requirements
Incoterms® International Commercial Terms always in the latest published version
GSCC Global Supply Chain Concept

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

3 ABBREVIATIONS

CA Continental Automotive
CRP Continental Receiving Plant
DAP Delivered at Place
DDP Delivered Duty Paid
GSCC Global Supply Chain Concept
INCOTERMS International Commercial Terms
SCM Supply Chain Management
VAT Value Added Tax
4 TRADE TERM “CA-DAP”

4.1 General

- CA-DAP is derived from the Incoterm® DAP. The term ‘supplier’ in this TST is used in equivalence to the term ‘seller’ as applied in the Incoterms®.
- CA-DAP is registered in the SAP-System of Continental as “DDC, CRP” (CRP shall mean Continental Receiving Plant, which is a plant of Continental or an affiliate of Continental, and shall be specified in the respective Scheduling Agreement Release).
- CA-DAP shall be the standard CA-Trade Term for Suppliers without consignment contract.
- CA-DAP could be used alternatively to CA-DDP for Suppliers with consignment contracts in countries without input VAT on imports or in cases when specific customs processes or programs are in place (e.g. bonded warehouse operation). In such cases the Suppliers are not obliged to register for legal tax- and customs purposes.

4.2 Obligations and Rights of the Supplier

4.2.1 The Incoterm® DAP and all rights and obligations of the Supplier thereunder remain unchanged. However, and deviating therefrom, under the CA-Trade Term “CA-DAP” the Supplier entrusts and authorizes Continental to perform the following obligations according to Incoterm® DAP as a representative for and on behalf of the Supplier:

- the nomination of the forwarder,
- the organization of the supply chain,
- the payment of freight charges,
- the insurance of the goods in transport (claims handling as described in chapter 8).

4.2.2 All risk in and title to the goods shall be borne by and remain with the Supplier until they have arrived at the Continental location, or – in case of a consignment stock – are withdrawn by Continental.

4.2.3 The Supplier remains being obliged to load the goods on the transportation vehicle and to obtain any export license or other official authorization and carry out all customs formalities necessary for the export of the goods.

4.2.4 The Supplier shall be covered against any transportation damages or losses by the Continental corporate transportation insurance policies – for and on behalf of the Supplier. Continental’s insurance policy includes in particular a €5K deductible per claim to be borne by the Supplier. The Supplier will receive the respective compensations directly from the insurer, freight forwarder, broker and/or external recovery office.

4.3 Obligations of Continental

4.3.1 For and on behalf of the Supplier Continental shall be responsible to

- nominate the forwarder in order to arrange the supply chain from the Supplier’s location to the Continental location;
- organize the supply chain and to ensure the arrival times;
- pay freight charges directly to the carrier / forwarder;
- obtain insurance coverage for the goods in transport; the insurance policy shall include a €5K deductible per claim to be borne by the Supplier. This means in case of damage / loss event the Supplier will receive the compensation from the insurer minus the €5K deductible.
- provide all necessary information in order to enable the Supplier to handle transport insurance claims (as described in chapter 8), and
- arrange direct payment of the respective compensations from insurer and freight forwarder according to its liability less deductible and potential external fees to the Supplier.
4.3.2 Further, Continental is responsible for carrying out the customs formalities and the payment of any duties, taxes and other charges for import in the country of the Continental location.

4.4 Formation of CA-DAP

4.4.1 CA-DAP shall be agreed upon in the contract between the Supplier and Continental as follows:
“Terms of Delivery: CA-DAP, CRP”
“Payment of freight charges and organization of the supply chain plus transportation insurance – according to Continental standards – is managed by Continental as a representative for and on behalf of the Supplier.”

4.4.2 Continental may demand from the Supplier to issue a power of attorney in order to further demonstrate its acting on behalf of the Supplier according to the CA-Trade Terms.

4.4.3 Invoices of the Supplier shall include the following: (see chapter 7a) for example
“CA-DAP¹ (FCA)” as trade term with the footnote: “¹CA-DAP: FCA for transportation costs and customs value declaration purposes”. This serves as an additional explanation for Customs and freight forwarders.

5 TRADE TERM “CA-DDP”

5.1 General

• CA-DDP is derived from the Incoterms® DDP. The term ‘supplier’ in this TST is used in equivalence to the term ‘seller’ as applied in the Incoterms®.
• CA-DDP is registered in the SAP-System of Continental as “DDX, CRP” (CRP shall mean Continental Receiving Plant, which is a plant of Continental or an affiliate of Continental, and shall be specified in the respective Scheduling Agreement Release).
• CA-DDP shall be the standard Trade Term for Suppliers with consignment contract and with legal tax (VAT) / duty obligations in the country of destination. Like the Incoterms® DDP, the Trade Term CA-DDP is the basis for a consignment / VMI agreement between the Supplier and Continental.

5.2 Obligations and Rights of the Supplier

5.2.1 The Incoterms® DDP and all rights and obligations of the Supplier thereunder remain unchanged. However, and deviating therefrom, under the Trade Term “CA-DDP” the Supplier entrusts and authorizes Continental to perform the following obligations of the Supplier according to Incoterms® DDP as a representative for and on behalf of the Supplier:
• the nomination of the forwarder,
• the organization of the supply chain,
• the payment of freight charges, and
• the insurance of the goods in transport (claims handling as described in chapter 8).

5.2.2 All risk in and title to the goods shall be borne by and remain with the Supplier until withdrawal from the consignment stock by Continental.

5.2.3 The Supplier remains being obliged to load the goods on the transportation vehicle and to obtain any export license or other official authorization and carry out all customs formalities necessary for the export of the goods.

5.2.4 The Supplier shall be covered against any transportation damages or losses by the Continental corporate transportation insurance policies – for and on behalf of the Supplier. Continental’s insurance policy includes in particular a €5K deductible per claim to be borne by the Supplier. The Supplier will receive the respective compensations directly from the insurer, freight forwarder, broker and/or external recovery office.
5.2.5 The Supplier is responsible for carrying out the customs formalities and the payment of any duty, taxes and other charges for import in the country of destination. The forwarder nominated by Continental – for and on behalf of the Supplier – will inform the Supplier or its broker on the customs relevant freight costs. In addition, Continental will inform the Supplier or its broker on the customs value relevant insurance premium if needed.

Remarks:
- It is required in most countries that the Supplier is registered in the importing country as importer of record. The importer of record is the responsible entity for
  1. ensuring the imported goods comply with local laws and regulations,
  2. achieving a completed duty entry and associated documents such as any applicable import bonds and any other Government Agency declarations and
  3. paying the assessed import duties and taxes on those goods.
- Furthermore, the Supplier is obliged to register for local tax (VAT) and customs clearance in the country of the receiving Continental location – if this is legally required in the country of destination. Example: A registration for local tax (VAT) and customs clearance is required in most European Union countries for so called third country Suppliers (=Non-European Customs Union Suppliers).

5.3 Obligations of Continental
For and on behalf of the Supplier Continental shall be responsible to
- nominate the forwarder in order to arrange the supply chain from the Supplier’s location to the Continental location;
- organize the supply chain and to ensure the arrival times;
- pay freight charges directly to the carrier / forwarder;
- obtain insurance coverage for the goods in transport; the insurance policy shall include a €5K deductible per claim to be borne by the Supplier. This means in case of damage / loss event the Supplier will receive the compensation from the insurer minus the €5K deductible.
- provide all necessary information in order to enable the Supplier to handle transport insurance claims (as described in chapter 8), and
- arrange direct payment of the respective compensations from insurer and freight forwarder according to its liability less deductible and potential external fees to the Supplier.

5.4 Formation of CA-DDP
5.4.1 CA-DDP shall be agreed upon in the contract between the Supplier and Continental as follows:
   „Terms of Delivery: CA-DDP, CRP"
   „Payment of freight charges and organization of the supply chain plus transportation insurance – according to Continental standards – is managed by Continental as a representative for and on behalf of the Supplier.”

5.4.2 Continental may demand from the Supplier to issue a power of attorney in order to further demonstrate its acting on behalf of the Supplier according to the CA-Trade Terms.

5.4.3 Invoices of the Supplier shall include the following: (see chapter 7b) for example
   “CA-DDP¹ (DDP w/o Freight & Insurance) with the footnote “¹CA-DDP: FCA for transportation cost purposes; for customs declaration value by supplier: invoice value + freight cost + insurance cost, whereby it is left to the supplier how to formulate the second part “for customs value declaration ...” as customs declaration is under his responsibility.”
<table>
<thead>
<tr>
<th>Continental Automotive preferred trade terms</th>
<th>Loading at place of origin</th>
<th>Export clearance fees</th>
<th>Transport to port of destination</th>
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<tr>
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<td>Supplier</td>
<td>Supplier</td>
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<td>Continental on behalf of supplier</td>
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<td>Buyer</td>
<td>Seller</td>
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<td>Buyer</td>
<td>Seller</td>
<td>Seller</td>
<td>Buyer</td>
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</tbody>
</table>

Responsibility of the seller/supplier: costs paid by...
Responsibility of the buyer/Continental: costs paid by...
7  WORDING ON DELIVERY PAPERS

Examples are depicted here:

a) CA-DAP

b) CA-DDP
Process Description
Transport Claims under CA-Trade Terms

To do's Continental receiving plant:
1) Note kind of damage on freight documents + request signature from driver (block letters + number plate truck)
2) Hold freight forwarder liable on behalf of supplier* and put supplier and insurance dept. in cc
3) For claims > 1.000 €: complete loss report* and send it to insurance department (supplier in cc)
4) Support supplier e.g. with documents

Insurance not involved

Claim < 1.000 EUR*
SUPPLIER has to decide if he wants to claim forwarder (in general claims handling by supplier); Continental Plant supports

Claim 1.000-5.000 EUR*
CONTINENTAL Insurance Department informs supplier about possibilities for taking recourse against freight forwarder.

Insurance process

Claim > 5.000 EUR*
CONTINENTAL Insurance Department
- informs local insurance / broker about claim
- clarifies who has to do recovery process
- provides information to supplier

* in all cases the supplier has to bear the amount of maximum 5 000 EUR (= current insurance deductible)

Forms for Continental employees available under these links:
¹ Letter of liability (CA-Trade Terms)
² Loss report transport (CA-Trade Terms)