



Continental Automotive Trade Terms
CA-DAP & CA-DDP

For Suppliers

Doc. Type	TST		
Doc. Num.	N 098 00.02		
Doc. Part	001	Doc. Ver.	01
Date:	2019-09-10	Page 1 of 8	

CONTENTS

Changes	2
Previous Editions	2
1 SCOPE	2
2 REFERENCES	2
3 ABBREVIATIONS	2
4 TRADE TERM "CA-DAP"	3
4.1 General	3
4.2 Obligations and Rights of the Supplier	3
4.3 Obligations of Continental	3
4.4 Formation of CA-DAP	4
5 TRADE TERM "CA-DDP"	4
5.1 General	4
5.2 Obligations and Rights of the Supplier	4
5.3 Obligations of Continental	5
5.4 Formation of CA-DDP	5
6 GRAPHICAL PRESENTATION OF THE CA TRADE TERMS	6
7 WORDING ON DELIVERY PAPERS	7
8 PROCESS DESCRIPTION 'TRANSPORT CLAIMS UNDER CA-TRADE TERMS'	8

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Doc. Type	TST		
Doc. Num.	N 098 00.02		
Doc. Part	001	Doc. Ver.	01
Date:	2019-09-10	Page 2 of 8	

Changes

Completely revised version

Substantial modifications:

- Improved explanation of transport insurance process under CA-Trade Terms
- Explanation of wording to be used on invoices
- List of abbreviations added

Previous Editions

- FRB-14133334 – 30.09.2014
- FRB-15133031 – 04.08.2015 (TST N 098 00.02 002) - withdrawn
- 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® 2010 **I**nternational **C**ommercial **T**erms

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® 2010 “DAP”. The term ‘supplier’ in this TST is used in equivalence to the term ‘seller’ as applied in the INCOTERMS® 2010.
- 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 delivery term “DAP” (INCOTERM® 2010) 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 “DAP” (INCOTERM® 2010) 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).

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.



Continental Automotive Trade Terms
CA-DAP & CA-DDP

For Suppliers

Doc. Type	TST		
Doc. Num.	N 098 00.02		
Doc. Part	001	Doc. Ver.	01
Date:	2019-09-10	Page 4 of 8	

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 INCOTERM 2010[®] DDP. The term ‘supplier’ in this TST is used in equivalence to the term ‘seller’ as applied in the INCOTERMS[®] 2010.
- 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 INCOTERM[®] 2010 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 delivery term “DDP” (INCOTERM[®] 2010) 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 “DDP” (INCOTERM[®] 2010) 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.



Doc. Type	TST		
Doc. Num.	N 098 00.02		
Doc. Part	001	Doc. Ver.	01
Date:	2019-09-10	Page 5 of 8	

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.

6 GRAPHICAL PRESENTATION OF THE CA TRADE TERMS

Continental Automotive trade terms CA-DAP and CA-DDP and their split of obligations:

Continental Automotive preferred trade terms	Loading to truck at place of origin	Export clearance & fees	Transport to port of departure or named place	Unloading from truck at port of origin / named place	Loading charges at port of origin	Transport to destination port	Handling charges at port of destination	Loading on truck in port of destination	Delivery to destination / named place	Unloading from truck at named place / destination	Insurance	Import clearance & payment of duties & taxes	Transfer of RISKS seller -> buyer	Transport Mode	Transport Packaging
CA-DAP (registered in CA SAP-System as DDC)	Supplier	Supplier	Continental on behalf of Supplier	Continental on behalf of Supplier	Continental on behalf of Supplier	Continental on behalf of Supplier	Continental on behalf of Supplier	Continental on behalf of Supplier	Continental on behalf of Supplier	Continental on behalf of Supplier	Continental on behalf of Supplier	Continental	named place at destination	all	Supplier
CA-DDP for Consignment (registered in CA SAP-System as DDX)	Supplier	Supplier	Continental on behalf of Supplier	Continental on behalf of Supplier	Continental on behalf of Supplier	Continental on behalf of Supplier	Continental on behalf of Supplier	Continental on behalf of Supplier	Continental on behalf of Supplier	Continental on behalf of Supplier	Continental on behalf of Supplier	Supplier	named place at destination	all	Supplier

Responsibility of the seller/supplier; costs paid by ...
Responsibility of the buyer/Continental; costs paid by ...



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Doc. Type	TST		
Doc. Num.	N 098 00.02		
Doc. Part	001	Doc. Ver.	01
Date:	2019-09-10	Page 7 of 8	

7 WORDING ON DELIVERY PAPERS

Examples are depicted here:

a) CA-DAP

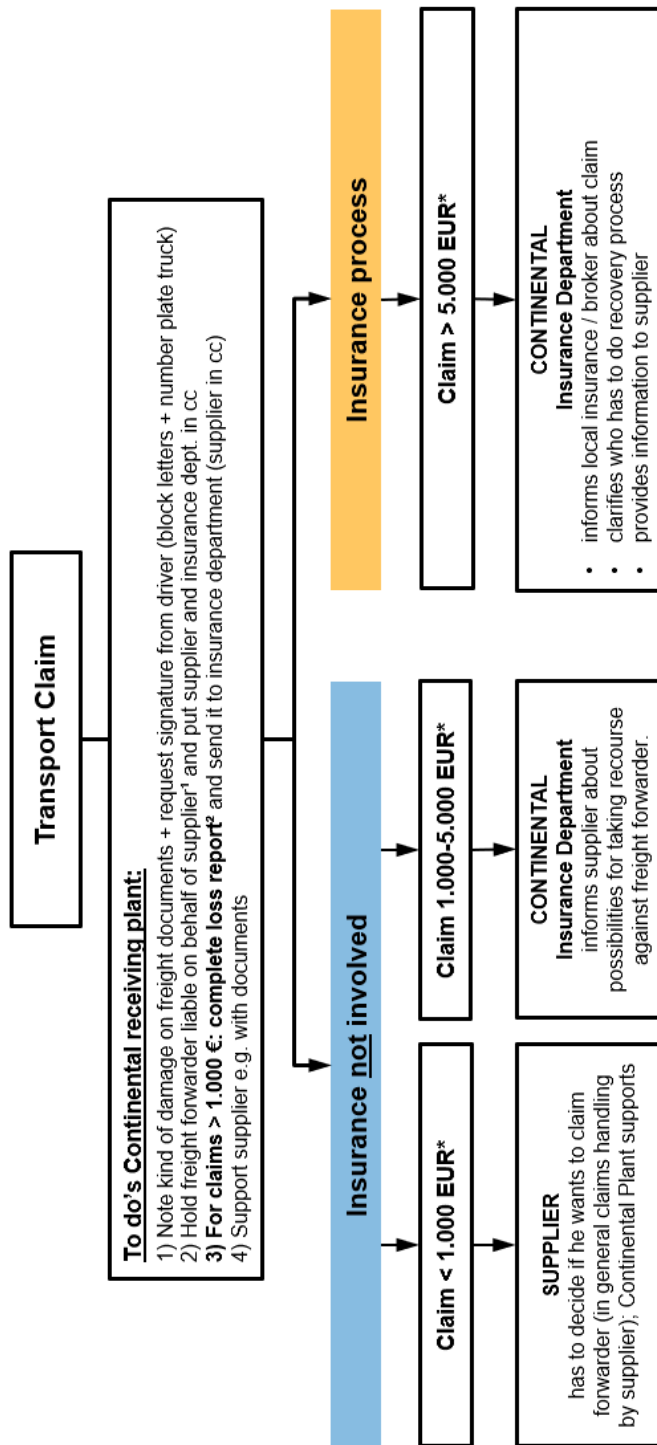
		Supplier's address				
		Tel:xxx	Fax:xxxxxxx			
INVOICE						
INVOICE NO.:	S15-13050758			DATE:	May-25-2013	
SHIPPING MEMO	862-2013050568					
SOLD TO:	Continental Brasil Industria Automotiva Ltda. Av. Sen. Adolf Schindling 131, Itapegica - Guarulhos - SP, BRAZIL, 07042-020			MARKS & NOS		
SHIP TO:	Continental Brasil Industria Automotiva Ltda. Av. Sen. Adolf Schindling 131, 07042-020 GUARULHOS -ITAPEGICA- SP, Brasil			CUSTOMER PART		
PAYMENT TERMS	90天 (DAYS)/T/T			NUMBER:A2C53XXXXXX Rev		
Delivery Term	FCA for customs purposes (see note 2. in the remarks below)			01/890XXXXX_04		
PER:	SEA			PART NUMBER: XXXXXXAA- XXXXX-A		
FROM:	SHANGHAI			QUANTITY:2,166pcs/420pcs		
TO:	BRAZIL			BOX NUMBER: 44/9		
				COUNTRY OF ORIGIN:	CHINA	
ITEM	P/O NO.	DESCRIPTION	PART NO.	PCS	UNIT PRICE	AMOUNT
1	1234567	A2C53XXXXXX Rev 01	PRINTED CIRCUIT BOARD	2154	4,6580 USD	10,033,33
2	1234567	890XXXXX_04	PRINTED CIRCUIT BOARD	420	6,6610 USD	2,797,62
3	1234567	A2C53XXXXXX Rev 01	PRINTED CIRCUIT BOARD	12	4,6580 USD	55,90
TOTAL:				2586 PCS	USD	12,886,85
SAY TOTAL U.S. DOLLARS TWELVE THOUSAND EIGHT HUNDRED EIGHTY SIX AND CENTS EIGHTY FIVE ONLY.						
Remarks:						
1. Supplier's name, address, bank data.....						
2. Delivery Term CA-DAP: FCA for transportation costs and customs value declaration purposes.						

b) CA-DDP

		Supplier's address				
		Tel:xxx	Fax:xxxxxxx			
INVOICE						
INVOICE NO.:	S15-13050758			DATE:	May-25-2013	
SHIPPING MEMO	862-2013050568					
SOLD TO:	Continental Brasil Industria Automotiva Ltda. Av. Sen. Adolf Schindling 131, Itapegica - Guarulhos - SP, BRAZIL, 07042-020			MARKS & NOS		
SHIP TO:	Continental Brasil Industria Automotiva Ltda. Av. Sen. Adolf Schindling 131, 07042-020 GUARULHOS -ITAPEGICA- SP, Brasil			CUSTOMER PART		
PAYMENT TERMS	90天 (DAYS)/T/T			NUMBER:A2C53XXXXXX Rev		
Delivery Term	CA-DDP ¹ (DDP w/o Freight & Insurance)			01/890XXXXX_04		
PER:	SEA			PART NUMBER: XXXXXXAA- XXXXX-A		
FROM:	SHANGHAI			QUANTITY:2,166pcs/420pcs		
TO:	BRAZIL			BOX NUMBER: 44/9		
				COUNTRY OF ORIGIN:	CHINA	
ITEM	P/O NO.	DESCRIPTION	PART NO.	PCS	UNIT PRICE	AMOUNT
1	1234567	A2C53XXXXXX Rev 01	PRINTED CIRCUIT BOARD	2154	4,6580 USD	10,033,33
2	1234567	890XXXXX_04	PRINTED CIRCUIT BOARD	420	6,6610 USD	2,797,62
3	1234567	A2C53XXXXXX Rev 01	PRINTED CIRCUIT BOARD	12	4,6580 USD	55,90
TOTAL:				2586 PCS	USD	12,886,85
SAY TOTAL U.S. DOLLARS TWELVE THOUSAND EIGHT HUNDRED EIGHTY SIX AND CENTS EIGHTY FIVE ONLY.						
Remarks:						
¹ CA-DDP: FCA for transportation cost purposes; for customs value declaration by supplier: invoice value + freight cost + insurance cost						

8 PROCESS DESCRIPTION 'TRANSPORT CLAIMS UNDER CA-TRADE TERMS'

Process Description Transport Claims under CA-Trade Terms



Forms for Continental employees available under these links:

¹ [Letter of liability \(CA-Trade Terms\)](#)

² [Loss report transport \(CA-Trade Terms\)](#)

* 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 \(CA-Trade Terms\)](#)