Supplier Requirements Manual
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Preface

Continental places the highest emphasis on the **performance, quality, reliability** and **integrity** of its products.

To achieve this goal, we count on the efforts and contribution of all our stakeholders. And our Supplier plays a pivotal role. We expect nothing else from all our Supplier than the same level of commitment to achieve the performance and quality levels we strive for. Only in such a way we can be successful in the market. Together.

To assure success in the very competitive, global industry, Continental management is committed to the following principles:

**Vision**

Highly developed, intelligent technologies for mobility, transport and processing make up our world. We want to provide the best solutions for each of our customers in each of our markets. All of our stakeholders will thus come to recognize us as the most value creating, highly reliable and respected partner.

**Your Mobility. Your Freedom. Our Signature.**

Across all of our corporate business areas, we are working on making mobility safer, more flexible, more effective, and more sustainable. For people, the transportation of their materials, and the transmission of their data, our highly developed and intelligent technologies constitute the key to success.

**Creating value is our driving force**

With our products and services we create value for our business partners and shareholders as well as for our employees and society in general. Increasing profitability and consistent cost management in all business areas is the basis for our success. These principles apply internally in the way we run our business and externally in our interactions with our Supplier base. Since our Supplier base is an integral part of our business, it is important to us that you, our Supplier, adopt and maintain a similar management commitment and in a like manner, extend this philosophy within your own Supplier base.

**Acceptance of binding obligation**

The objective of this Requirements Manual is to provide you with clear requirements in a concise and succinct manner. While we attempt to make these requirements transparent and easily understood, it is recognized that due to the nature of your products, some exceptions may be required. In the latter cases, please document your concerns and recommendations, providing a sound rationale for your position and direct same to our Corporate Purchasing group.

Please note, however, that raising concerns of proposing recommendations shall not relieve your responsibility to comply with all of the provisions and obligations in this Requirements Manual. Please be further advised that no exceptions or changes to this Requirements Manual will be deemed to exist unless a Continental officer executes a formal contract accepting such exceptions or changes. Absent a written agreement signed by a Continental officer, all additional or conflicting terms proposed by you are hereby rejected.

We welcome suggestions and constructive comments related to the content of this Requirements Manual.

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1 Introduction

1.1 Scope and Validity

All previous versions of corporate Supplier Requirements Manuals (as defined hereinafter) issued by Continental AG for Tire business area and ContiTech business area for chemical raw materials and/or for reinforcements (as defined hereinafter) with Supplier (as defined hereinafter “Supplier”) requirements for Continental’s production of tires and technical rubber products are invalid.

The only valid Supplier Requirements Manual for Continental AG’s Tire business area and ContiTech business area for chemical raw materials and reinforcements is this Supplier Requirements Manual (“Manual”) in the online version on the Internet.

This Manual is intended to give detailed information about Continental’s Supplier requirements and expectations and the stipulations in this Manual are mandatory and valid for all business agreements between Continental and Supplier.

This Manual is an integral part of each purchasing agreement between Continental and Supplier and states binding requirements for Supplier. Unless otherwise explicitly agreed in writing by Continental, Supplier has to meet the stipulations stated in this Manual. In the event that any provision of this Manual is not enforceable, all other provisions shall remain in full force and effect.

Compliance with the requirements stated in this Manual is essential and mandatory and it is therefore requested that Supplier informs all responsible members of his staff of the content of this Manual.

1.2 Definitions and Abbreviations

ADR
Accord européen relatif au transport international des marchandises Dangereuses par Route (European agreement concerning the international carriage of dangerous goods by road)

AG
Aktiengesellschaft (stock corporation)

ASN
Advanced shipping notification

ASTM
American Society for Testing and Materials

BASICS
Policy describing Continental’s vision, mission and values, as well as the behavior that grows out of these

Bulk materials
Materials delivered in silo or tank

Business Partner Code of Conduct
Document issued by Continental with important standards that are consistent with Continental’s company values and which each Supplier of Continental must strictly adhere to

CE
Conformite Europeene

CFC
Chlorofluorocarbon

Chemical raw materials
Refers in this Manual to a group of raw materials, often referred to as compounding materials, for the use as direct material (i.e. production material)

Continental
Refers in this Manual to Continental AG’s affiliates belonging to the Tire business area and ContiTech business area CTHS

Continental Tires Holding Singapore Pte Ltd

DIN
Deutsches Institut für Normung

DMAIC
Define, Measure, Analyze, Improve, Control

DOE
Design of Experiments

EC
European Commission
EDI
Electronic Data Interchange

Elemica
Elemica is a supply chain operating network

EN
European Norm

EU (European Union)
European Union is a politico-economic union of the member states

FMEA
Failure Mode and Effects Analysis

G2/G3, G8, G9
Continental Tire internal document identities

GPS Global Packaging Services

GPS5 Specific container type from the company GPS

Continental’s purchasing conditions
General Conditions of Purchase for Continental Aktiengesellschaft and for ContiTech AG and their affiliated companies

Incoterms
Incoterms are pre-defined commercial terms published by the International Chamber of Commerce

Inspection certificate
Document issued by Supplier to confirm that the product has been checked and found to comply with specifications (according the definitions of EN 10204)

ISO
International Organization of Standardization

MB5
Specific container type from the company Goodpack

MSA
Measurement System Analysis

NAFTA
North American Free Trade Agreement setting the rules of trade and investment signed by Canada, Mexico and the United States

NR
Natural rubber

Packaging unit
Subunit of the shipping unit, which wraps the material or holds it together

Product
Refers in this Manual to a chemical raw material and/or a reinforcement

Raw materials
Used in this Manual as a collective term for chemical raw materials and reinforcements

REACH

Reinforcements
Refers in this Manual to a group of raw materials made of e.g. steel, textile, etc., for the use as direct material

SDS
Safety Data Sheet

Shipping unit
A material is handled, stored and transported in shipping units

SPC
Statistical Process Control

Supplier
Refers in this Manual to a third Party that sells a product to Continental

TS
Technical Specification

UIC
International union of railways
2 General requirements

2.1 Basics

The BASICS describe Continental’s vision, mission and values, as well as the behavior that grows out of these. In short, they define what Continental stands for, what drives Continental forward, and how Continental wants to work together. Sustainable management and corporate social responsibility are among Continental’s fundamental values. Continental expects its Supplier to demonstrate their social and environmental responsibility and commitment to quality consistent with the principles of Continental.

2.2 Supplier Approval

New Supplier undergoes an approval process, starting with “Supplier Self Assessment” and possibly followed by additional sequential steps.

2.2.1 Supplier Self Assessment

Supplier Self Assessment requires completion of Supplier Self Assessment Questionnaire and submissions together with additional documents, as stipulated in the form. Following submission, Continental then conducts an internal review based on information tendered, together with the product risk, and determines what other actions are required.

2.2.2 Supplier Site Assessment

Following Supplier Self Assessment and Continental internal review, Continental decides about conducting a “Supplier Site Assessment”. Supplier Site Assessments are conducted at the manufacturing sites facilities and include checks with respect to company, technology, supply, quality and cost/finance. A successful Supplier Site Assessment is required prior to that facility becoming an approved Continental source of supply.

2.2.3 Supplier Approval Prerequisites

- Supplier has to have his quality system certified according to ISO 9001 (latest issue).
- Certification according to IATF 16949 (latest issue) of Supplier’s quality system is appreciated.
- Certification according to ISO 14001 (latest issue) of Supplier’s quality system is expected.
- Supplier agrees to sign Continental’s Business Partner Code of Conduct for acknowledgment.

2.3 Material Approval

After the Supplier Approval all new or changed materials undergo an approval process controlled by Material Development Departments of Continental. In the course of the approval process the material is tested in a laboratory and in a trial production. In addition, the products of Continental are tested in order to ensure the suitability of the material. Material Development has the competence to decide about the extent of necessary testing. At the end of the approval procedure the material is approved or not approved for a specific application. The material approval may be limited to certain applications or to certain production sites of Continental.

2.4 Conflict Minerals

Continental encourages its direct Supplier to source responsibly with certified conflict free smelters, wherever possible, to increase Continental’s level of confidence that the parts in its products contain conflict free
minerals. Continental collects conflict minerals due diligence information from its Supplier and requires the Supplier to provide smelter names, country of origin, contact information etc. For more information, please see Conflict Minerals.

2.5 General/Product Liability Insurance

2.5.1 Supplier outside of USA/Canada

Supplier is requested to purchase and maintain, on its own cost, a public and products liability insurance with a worldwide scope of coverage including USA/Canada with commercially reasonable limits for claims under the particular applicable foreign jurisdiction including USA/Canada for bodily injury, property damage, in Brazil additionally pain and suffering, considering the risk-exposure of the service/product provided. In no event will a limit of less than a minimum coverage of five (5) million Euros per claim and ten (10) million Euros in the annual aggregate be considered commercially reasonable. Upon request of Continental Supplier will provide Continental with a certificate of insurance certifying the required insurance coverage annually.

2.5.2 Supplier in USA/Canada

Supplier agrees to maintain, and shall require any agent or subcontractor it retains who will be supplying any product or performing any service, to maintain, during the term of this Agreement and any extensions thereof, insurance coverage with insurance companies listed in the most current "Best’s Insurance Guide" as possessing a minimum financial strength rating of "B++" the following insurances:

(A) Commercial General Liability Insurance covering bodily injury, property damage, personal and advertising injury, independent contractors, contractual liability, and products and completed operations liability for one (1) million $ each occurrence/ one (1) million $ annual aggregate. Policy shall provide coverage on a worldwide basis including USA/Canada for claims under the applicable foreign jurisdiction.

(B) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles for bodily injury and property damage with a combined single limit of one (1) million $ per occurrence.

(C) Workers’ Compensation Insurance according to statutory limits, including Employers’ Liability Insurance for one (1) million $ each accident, each disease, each employee, including within the policy a waiver of subrogation in favor of (Continental). If applicable, coverage shall include U.S. Longshoreman’s and Harbor Worker’s Compensation Act Coverage and Maritime Coverage.

(D) Umbrella Liability/Excess Liability providing coverage in excess of the Limits noted in A, B & C (only for Employers Liability) above at minimum Limits of Liability of six (6) million $. The Umbrella/Excess Policy must be excess of the primary policies noted in A, B & C (only for Employers Liability) and be extended to “drop down” to become primary in the event the primary limits are reduced or the aggregate limits are exhausted. Coverage under this section D is not required in the event that coverage under section A has a combined single limit of six (6) million $ for all coverages stated therein. (For higher risk exposures please increase the Umbrella limit to minimum ten (10) million $).

(E) Supplier will add (Continental) as an additional insured on the Commercial General Liability, Business Automobile Liability and Umbrella/Excess Liability policies required herein. Supplier agrees and understands that this insurance will be primary over any other insurance that (Continental) maintains as respects to this Agreement. Supplier will include Waiver of Subrogation in favor of (Continental) under all policies required herein.

(F) Supplier will furnish (Continental) certificates of insurance, before execution of this Agreement evidencing the required coverages stated herein. Supplier will provide (Continental) with a 30 day prior written notice of any cancellation, non-renewal or material change in any of the required coverages.

2.6 Obligation to Inform

Supplier is requested to contact Continental immediately in case of any deviations from the requirements stated in this Manual as well as any deviations from any applicable legal requirements.
3 Environmental Requirements

3.1 Environmental Compliance

Supplier has to ensure compliance with all applicable legal environmental requirements (international, national, federal, regional, local, e.g. the regulation (EC) No. 1907/2006 (REACH) as well as any specific requirements of the authorities concerning environmental protection with respect to water, soil and air protection, conservation of resources, waste minimization, noise protection, flora and fauna and humans. Continental expects Supplier, supplying any Continental plant in the European Union, to register all required substances in time.

The registration can be done either by Supplier himself, or by a third party representative, if Supplier is located outside the European Union. In addition Supplier has immediately to inform Continental regarding all substances according to article 57 and 59 REACH which are contained in his products.

All products delivered to Continental by Supplier have to be in full compliance with the environmental legislation of the country to which the product is delivered.

In case Supplier wants to withdraw a product from the market, Supplier has to inform Continental immediately and jointly define alternative solutions.

3.2 Environmental Impacts on Air, Water, Soil and Natural Surrounding

Supplier has to minimize emissions into air (e.g. volatile organic compounds, dust, greenhouse gases) and water (e.g. oil, particles, chemicals).

Further, Supplier has to minimize contamination of soil, groundwater and the natural surrounding (e.g. spills, leaks, incidents).

3.3 Energy and Resources

Supplier has to make progressive improvement in environmental performance in their operations. This includes:

- Integrating principles of sustainability into business decision,
- Responsible use of natural resources incl. efficient use of energies,
- Adoption of cleaner production and pollution prevention measures and
- Designing and developing products, materials and technologies according to the principles of sustainability.

4 Logistics Requirements

4.1 General Conditions of Purchase

Unless otherwise explicitly agreed in writing by Continental, the “General Conditions of Purchase for Continental Aktiengesellschaft and for ContiTech AG and their affiliated companies” become an integral part of the contract once a purchase order is accepted. Any conditions of sale enclosed with Supplier’s offer, or Supplier’s confirmation of an order, do not apply even if Continental does not expressly object to them.

4.2 Logistics Processes

Continental aims to optimize all processes in the entire supply chain from Supplier to Continental and from Continental to Continental’s customers in the interests of all.

To make purchasing and/or supply processes smoother and to minimize the liaison required, the purchasing and/or supply process may have to be redesigned (e.g. introduction of EDI etc.) in order to optimize the logistics chain between Continental and Supplier. Continental expects active support and contribution from Supplier to any change in the logistics processes proposed by Continental.
4.3 Electronic Data Interchange

International markets and increasing complexity of the supply chain result in an increased need for automated data exchange between Continental and Supplier. Through the implementation of EDI Continental and Supplier can experience improved quality and decreased cost.

The introduction of EDI defines the business data exchange between computer systems of two or more companies and brings following benefits:

- Minimum manual data input required
- Reduction of input and verification cost
- Fewer errors and incorrect shipments
- Significantly reduced processing times

The term EDI also covers the use of WebEDI.

4.3.1 Electronic Contract Management – Business Area Tires

Continental aims at transmitting all order/shipment relevant data and documents electronically via Elemica and encourages Supplier to provide all order/shipment relevant data and documents electronically.

4.3.2 Electronic Order Management – Business Area Tires

Continental aims at receiving all relevant contractual conditions electronically and encourages Supplier to register on the electronic platform provided by Continental and to provide all relevant data in the required format and quality. Thereby, respecting the following timelines and rules:

- Supplier shall provide order confirmation via EDI, or, shall enter order confirmation in Elemica portal in the case of WebEDI, within latest two working days after receipt of the order. Working day in the sense of this Agreement means any day except Saturday, Sunday or any declared public holiday.

- Supplier shall provide Advanced Shipping Notification (ASN) via EDI, or, shall enter the ASN in Elemica portal in the case of WebEDI, on the day of the shipment departure from Supplier’s premises. The ASN shall contain the information as stipulated in chapter 4.11.1 Delivery note.

- Once the ASN number has been created and saved, it cannot be edited. If the ASN number needs to be edited, the first ASN number has to be deleted and a new ASN must be created.

- One ASN number refers to one purchase order, but one ASN can consist of multiple purchase order line items/ multiple production lots from the same purchase order, with the same ETA delivery date.

4.4 Contingency Planning

4.4.1 Allocation of Resources

Supplier has to ensure that resources are allocated in such a way as to ensure a secure supply of products to Continental.
Supplier is obliged to permanently keep, without additional compensation, an appropriate stock on hand exceeding the quantity currently to be delivered. This stock has to be ensured at any time including periods of maintenance.
Supplier has to inform Continental's central and plant purchasing organization about any planned maintenance periods six (6) months in advance in written form.
4.4.2 Relocation of Production Site

In order to prevent bottlenecks, Supplier is required to give Continental at least twelve (12) months advance notice of any production relocation plans and to notify Continental’s central and plant purchasing organization of the actions proposed to ensure supplies during relocation in written form.

4.4.3 Emergency Plans

Supplier is required to draw up and distribute within its organization an emergency plan for the eventuality of disturbances affecting its logistics and/or production processes and the continuous supply of products to Continental. Disturbances may include for example:

- Relocation of tools and machinery
- Damage or delays in shipment
- Non-conformities
- Tool/equipment/machinery breakage
- Disturbances in supplies from subcontractors
- Computer/network problems
- Other events (strikes, accidents, flooding, hurricanes, fire, earth quakes, social unrest, etc.)

Supplier is required to develop, define and implement emergency procedures to ensure smooth supplies to Continental even in the event of such disturbances. Upon request of Continental Supplier will present the emergency procedures to Continental.

In the event of any of the disturbances listed above, Supplier must promptly notify Continental in order to ensure timely, effective liaison and adequate supplies to Continental.

Supplier is requested to designate contact persons who shall be available at all times (i.e. also at weekends and outside normal business hours) to deal with emergencies such as quality problems with the products supplied causing imminent production hold-ups at Continental. Supplier must notify Continental of the names of these contacts.

4.5 Dates and Quantities in Purchasing Documents

Purchasing documents, issued by Continental, inform Supplier of Continental’s current requirements. Dates and quantities stated in such documents are binding for Supplier. All dates and quantities stated in Continental’s purchasing documents shall be deemed to have been approved by Supplier unless an objection by Supplier is received within two (2) working days after the issue of the purchasing document.

Unless the commercial contract explicitly stipulates a deviating provision concerning the delivery date, the delivery date stated in the purchase order is always the expected arrival date at the plant, independent of the agreed Incoterms.

Any additional carriage costs (premium freight) and/or additional internal costs incurred by Continental as a result of delivery problems caused by Supplier will be charged to Supplier and is to be compensated by Supplier.

Supplier has an obligation to inform Continental about any shipments with “premium freight”.

4.6 Consignment

Continental may implement consignment stocks in order to ensure optimized supply from Supplier’s production site(s) to Continental plant(s).

The provisions for the consignment handling will need in each specific case to be laid down in an agreement with Supplier (“Consignment Stock Agreement”). Such a Consignment Stock Agreement has to be in accordance with the applicable law at the location of the concerned Continental plant.
4.7 Purchasing Specifications

For all products a complete purchasing specification consists of following elements:
- Material specification
- Safety data sheet
- Packaging specification (provided by Continental or Supplier)
- Transportation specification (provided by Continental or Supplier)

4.7.1 Material Specification

The chemical/technical characteristics are defined in the material specification (with target values and tolerances) including the form in which the product must be supplied. Packaging materials that are processed together with the product are also specified.
Supplier is expected to sign the material specification for acknowledgement.

4.7.2 Safety Data Sheet

Supplier has to provide for all substances and preparations the latest version of the SDS according to the legislation of the respective country for the delivery (e.g. in Europe according to Regulation (EC) No. 1907/2006 (REACH).
The SDS has to be provided prior to the first delivery as well as in case of an update of the SDS.
The SDS has also to be provided for substances and preparations which might be included in a machine, equipment, tool or utility.
The recipient of the SDS is the location the materials are delivered to. The language of the SDS has to be the language of the country to which the materials are delivered.

For materials imported or purchased in the U.S.:
- Supplier certifies that all components of the product are listed on Toxic Substances Control Act (TSCA) inventory as maintained by United States Environmental Protection Agency (US EPA).
- Information provided in the SDS has to meet the minimum requirements of the “Hazard Communication Standard” as promulgated at 29CFR 1910.1200.

4.8 Terms of Delivery

Continental and Supplier will need to agree on terms of delivery in accordance with Incoterms (latest edition) in order to avoid misunderstandings and possible litigation (e.g. in the event of damage).
Any cost incurred by reason of failure of Supplier to comply with shipment agreements shall be borne by Supplier.
In case Supplier is responsible for the cost of the delivery, Continental expects to receive a breakdown of the relevant cost elements.

4.9 Packaging and Transportation

Referenced standards like ISO or DIN are available in book shops. Continental is not allowed to share these documents with Supplier.

4.9.1 Standard Packaging Requirements

In order to ensure safe handling (in accordance with accident prevention and other regulations) and smooth operations, the Supplier has to ensure that all products are packed and shipped in accordance with the requirements stated in this section.
Hazardous materials have to be packed and marked in compliance with the applicable laws and regulations as amended from time to time and they have to be accompanied by the corresponding latest version of the SDSs.
Dangerous goods have also to be packed, marked and transported in compliance with the applicable laws (e.g. ADR in Europe) and regulations of the respective countries (including transit countries) as amended from time to time.

These are the basic requirements of Continental on the transportation devices used to ship products from the Supplier to Continental:

- **Packaging has to be cleaned before usage.**
- **Packaging materials have to be reusable or recyclable.**
- **Packaging materials have to be without CFCs, chlorine-free, chemically inactive, groundwater neutral and nontoxic when incinerated.**
- **Metal or plastic pallets should be used for all raw materials. In case separators are used they have to be plastic.**
  - Wooden pallets are not preferred but accepted.
  - Wooden pallets have to be covered by a plastic or cardboard sheet before loading.
- **In case wooden packaging is agreed upon it has to be free of biocide according to the relevant legislation in the receiving country as well as all transit countries (e.g. EU Directive 98/8/EC as amended).**
  - The use of methylbromide for treatment of wood is not permitted for delivery into the EU.
- **IBCs (Intermediate Bulk Containers) cannot contain wood as part of their structure.**
- **Full metal boxes or crates have to be used in case of shipment of natural rubber and synthetic rubber.**
  - These devices have to be light weight, easy to handle, stackable and foldable (e.g. MB5 from Goodpack or GPS5 from GPS).
  - Exceptions have to be approved by Continental prior to shipment or in supply contract.
- **For reinforcements (steel cord, bead wire and textiles) the specific requirements in the documents (provided to the Supplier on request)**
  - G8 Packaging and General Requirements for Steel Cord (EU)
  - G8 Packaging and General Requirements for Steel Cord (NAFTA)
  - G9 Packaging and General Requirements for Bead Wire
  - G2/G3 Packaging and General Requirements for Textiles
  - have to be fulfilled.
- **Packaging material and devices with damages (strong deformation, holes, splinters etc.) which could damage or contaminate the material must not be used for packaging/transportation.**

Wherever in the process damaged packaging is detected it has to be removed and exchanged.

Material or plant specific individual packing requirements have to be agreed between the respective plant and the Supplier on case to case basis.

### 4.9.2 Standard Pallet Requirements

The Supplier has to ensure that the pallets shipped to Continental meet the requirements stated in this section.

- **Material**
  - Metal, plastic (mono-material plastic for non-reusable pallets) or wood
- **Construction**
  - 4-way-pallet (four (4) side manageable), minimum three (3) runners
  - Height minimum 140 mm
  - Height of openings for forks minimum 100 mm. As an exception 90 mm is allowed from markets where this is the standard (e.g. Japan).
  - Width between 800mm and 1300mm
  - Length between 800mm and 1300mm
  - Height (pallet and material) maximum 2450mm
  - Weight maximum 1500kg
- **Properties**
  - Load capacity for distributed load static preferably min. 1000 kg each pallet or at least covering the weight of material carried
  - Load capacity in stack for distributed load static min. 4000 kg each pallet
  - Charpy impact strength minimum 10 KJ/m2 (dry; 23 deg. C)
  - UIC 435 and DIN 15158-1 have to be observed.
Above tests are to be performed according to ISO 8611-1. A safety factor of two (2) has to be reached for the stiffness (see DIN 15158-1).

- **Color**
  - Plastic pallet with preferably bright color (Black or dark color is not preferred but accepted)
  - Metal or wood pallet with no paint

- **Ecology**
  - Pallets have to be recyclable (minimum)
  - Pallets should be re-usable (preferred)

### 4.9.3 Standard flexible intermediate bulk container FIBC (also known as bulk bag or big bag) Requirements

#### Requirements for FIBCs

FIBCs with dangerous goods must be UN certified according ADR/RID or IMDG-Code.

FIBCs with non-dangerous goods must be certified according ISO 21898.

#### Additional requirements for FIBCs with inflammable or dust-explosive goods

In addition to the UN or ISO 21898 certification FIBC with inflammable or dust explosive goods have to be compliant with IEC 61340-4-4.

The necessary type of FIBC according IEC 61340-4-4 has to be chosen based on the minimum ignition energy of the product inside the FIBC:

<table>
<thead>
<tr>
<th>Minimum ignition energy (MIE) of product in FIBC</th>
<th>Necessary Type of FIBC according IEC 61340-4-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>MIE &gt; 1.000 mJ</td>
<td>Type B or C or D</td>
</tr>
<tr>
<td>1.000 mJ ≥ MIE &gt; 3 mJ</td>
<td>Type B or C or D</td>
</tr>
<tr>
<td>MIE ≤ 3 mJ</td>
<td>Type C or D</td>
</tr>
</tbody>
</table>

### 4.9.4 Standard Transportation Requirements

In order to ensure that product properties during loading and transport are preserved in any case and that any damage or contamination during picking, loading and transport phase is avoided, the Supplier has to ensure that all products are handled and transported in accordance with the requirements stated in this section:

The loaded product has to be protected from deterioration by light, oil, dust, dirt, water and temperature and therefore all transport equipment needs to be covered, i.e. trucks/trailer with roof.

Products shipped by sea transport have to be packed seawater tight.

Loaded goods have to be securely fastened to avoid damages due to tilting or movement.

For all kinds of transport equipment following conditions are forbidden:

- Protruding nails and screws or other material which could damage the product
- Leaky/damaged cover, sidewalls or roof
- Any contamination of the loading area (e.g. dust, dirt, rust, acids, lubricants, oil, water)

For trailers with tarpaulins following additional checks are requested:

- Loading space sides must be completely equipped with sideboards.
- In case of using wooden sideboards they have to be in a proper condition (undamaged, planed, without knotholes and extensive effluence of resin).

If products are stacked for transportation, e.g. one pallet on top of another pallet, following requirements apply:
• A separation plastic foil has to be used. Thickness of the foil has to be at least 2 mm.
• Loaded goods have to be especially fastened to avoid damages due to tilting or movement.
• The product on the bottom pallet may not be deformed or contaminated by the pallet on top.
• The packaging and pallet at the bottom may not be deformed or damaged.
• Safe unloading for all pallets has to be ensured.

A loading checklist has to be used. Sufficient lighting within the transport equipment for the checks has to be ensured. The checks have to include the complete interior of the loading space (ground, roof, left and right side, as well back side). In case of non-conformities during the checks, the non-conformities have to be documented and actions defined to eliminate all non-conformities. The loading of the transport equipment may not be started before the checks are finished and all non-conformities have been completely eliminated. A local procedure/emergency concept has to be available for the process to secure the delivery if the transport equipment has to be refused due to non-conformity which cannot be solved in time. Full container/truck loads have to be shipped as direct shipments. Any reloading during the transportation is forbidden. The container/truck has to be sealed on written request of Continental. For shipping of natural rubber, the “CTHS Book of Requirements” (provided to the Supplier on request) from CTHS has to be fully applied by all NR Supplier. For shipping of carbon black in silo trucks the “Quality Requirements Carbon Black Trucks and Reloading of Carbon Black” (provided to the Supplier on request) have to be fully applied.

4.10 Product Marking and Labeling

Supplier has to ensure that labels are positioned horizontally and sufficiently robust to ensure that they remain in the specified position and are legible for the shelf life of the product. A Western/English character set has to be used. In applicable cases (e.g. boxes, pallets, etc.) two (2) labels have to be applied, one (1) on the short side and one (1) on the long side of the packaging. Supplier has to ensure that fasteners used for a label do not impair its legibility and any old labels have to be removed prior to shipment. Additional labels may be necessary and requested by Continental for specific products, e.g. reinforcements. Continental will define and communicate this to Supplier case by case. If specific labels are agreed between Continental and Supplier, they have to remain as agreed.

4.10.1 Packaging Unit

Supplier has to ensure that each packaging unit of the product is marked (high contrast, clearly readable) with following mandatory information:
• Producer name
• Producer product name or number

4.10.2 Shipping Unit

Supplier has to ensure that each shipping unit is labeled (high contrast, readable from two (2) m distance), if not otherwise agreed with Continental, with a label including following mandatory information:
• Producer name,
• Producer product name or number,
• Continental product number, 10 digits SAP code:
  ○ As an exception 8 digits SAP code is accepted until end of 2022,
• Producer lot number,
• Date of production/Date of release,
• Net weight and unit and
• Gross weight and unit.
4.10.3 Bulk Truck

Supplier should label each bulk truck with a label (high contrast, readable from two (2) m distance) with following information:

- Producer name
- Producer product name or number
- Continental product number, 10 digits SAP code:
  - As an exception 8 digits SAP code is accepted until end of 2022.

4.10.4 Health and Safety Labels

Supplier has to ensure that hazardous symbols (pictograms) as well as other legally required hazardous warning information are clearly visibly and permanently attached to all the individual packaging units as well as on the outer packing of the shipping units. They have to comply with the specific legal requirements of the country to which the product is consigned.
Supplier has to comply with CE labeling requirements. Unless otherwise agreed, the CE symbol has to be affixed to products in a clearly visible position.
Supplier has to ensure that the declaration of conformity and the hazard analysis accompanies all products.

4.11 Shipment Documents

Supplier has to hand over all shipping documents (delivery note, bill of lading, customs declaration, etc.) for a shipment to the carrier along with the products being shipped.
In case the Supplier is using EDI connection with Continental, Continental expects to receive the information electronically (as Advanced Shipping Notification (ASN)).
In the case of packages delivered by postal or parcel services, shipping documents may be attached to the outside of the package.
The dangerous goods classification according to applicable laws and regulations must appear on the delivery note.

4.11.1 Delivery Note

Supplier has to ensure that each shipment is accompanied by a delivery note with following information:

- Mandatory header level information:
  - Document number
  - Date of issue
  - Continental receiving location name and address
  - Supplier’s shipping location name and address
  - Quantity and type of shipping units
  - Gross weight and unit in metric unit of measurement
  - Net weight and unit in metric unit of measurement
- Mandatory item level information:
  - Continental purchase order and line item number
  - Supplier’s material number and material description
- Mandatory lot level information:
  - Lot quantity and unit (metric unit of measurement)
  - Number of shipping units (palettes, big bags etc.)
  - Supplier’s lot number
  - Date of production of each lot
  - Lot weight in metric unit of measurement
- Optional information:
  - Supplier’s contact person name and contact details at shipping location (optional header level information)
  - Supplier’s order and line item number (optional item level information)
  - Continental material number and material description (optional item level information)
- In case of electronic submission of ASN the following fields are required
- Shipped Date: date of departure
- ETA Conti Plant: Estimated day of arrival at the Continental plant
- Shipped quantity: total net weight of the shipment
- Gross weight: total gross weight of the shipment
- Number of ship units: number of shipping units (pallets, rolls, etc.)
- ASN number: The shipping reference number (Lot number, delivery note, shipping note, packing list)
- Lot Details: Lot quantity, number of shipping units, Lot Number, production date and Lot weight in metric unit of measurement
- In case of sea transport the following fields are required additionally:
  - Container details: Bill of lading number, Container number, SCAC code of the carrier (shipping line).

### 4.11.2 Additional Shipment Information and Documents

Additional shipment information and documents (e.g. certificates, invoices, etc.) may be required in special cases and Supplier must collect corresponding requirements from Continental and the competent authorities in the country of Supplier.

### 4.12 Lot Designation and Traceability in Production

Supplier has to ensure that shipments clearly indicate which production lot the individual products belong to. If it is not possible to directly label each product, the lot designation has to be shown on the packaging or tags.

Supplier has further to ensure that different types of products are delivered in individual shipping units in order to prevent mixing and confusion. Each shipping unit must contain only one single type of product out of one production lot (e.g. only one type of product and only one lot per pallet).

A shipment (container or truck load) may contain several products but should consist of one (1) production lot per product only. A number of two (2) lots per shipment are acceptable as a maximum. As an exception this maximum number may be exceeded whenever a maximum of two (2) lots is technically not feasible, e.g. due to production lot sizes.

Supplier has to ensure the traceability of raw materials, semi-finished products and finished products within the production process. Further, Supplier has to prepare and keep all inspection reports for all inspections from material receipt up to dispatch of products. In case of an identified or suspected nonconformity, traceability must be possible in such a way that limitation of the quantity of suspect and/or nonconforming products, or semi-finished products, can be carried out.

### 4.13 Material Age

If not otherwise agreed, the remaining material shelf life at receiving at Continental has to be more than fifty (50) % of the total shelf life. The total shelf life is documented on the material specification. It starts with the production date or release date. The expiry date is calculated from the production date, or release date, plus the total shelf life.

Supplier has to guarantee the total shelf life of the material from production date or release date. In the latter case, the release date has to be printed on the Inspection Certificate or shipping unit.

Supplier has to ship the material in production order. Older material lots have to be shipped before newer production lots.

### 4.14 Inspection Certificates

For each production lot included in the shipment Supplier has to submit to Continental an Inspection Certificate (“Certificate of Analysis” (“CoA”), “Quality Certificate”). A Western/English character set has to be used.

The samples for the tests have to be taken from the shipped product (specific test report) and the product tests have to be carried out in compliance with the corresponding specification and technical rules. Test
results, per referenced test methods (see specification), are required for all characteristics marked “C” in the material specification data sheet of Continental. To avoid misinterpretation, the names of the specified characteristics that are printed on the Inspection Certificate must be identical to the ones listed on the signed specification.

The Inspection Certificate testifies that the delivered material complies with the material specification. Material with test results out of the specification limits is not allowed to be shipped to Continental without a written permit from Continental prior to the shipment!

Supplier has to submit Inspection Certificate as agreed and to ensure that it is available at Continental location latest when the shipment arrives, preferably however prior to arrival of the shipment.

Inspection Certificates have to include as a minimum the following information:

- Supplier with Supplier’s address and the contact person with the contact data
- The manufacturer with manufacturer’s address (if not the same as Supplier)
- The date of the inspection or date of release (DD-MM-YYYY or YYYY-MM-DD)
- Supplier’s product number or name (from the corresponding purchase document)
- The manufacturer’s lot number
- The inspection characteristic(s) (including tolerances, if agreed)
- The unit for the inspection characteristic(s) (same as in the agreed specification)
- The inspection result(s) for the inspection characteristic(s)

European Supplier should ensure that Inspection Certificates are issued in accordance with DIN EN 10204:2005-01 3.1. Non-European Supplier should issue Inspection Certificates similar to the above standard.

Supplier should send Inspection Certificates by email to Continental tire plant locations according to the list in attachment no. 1. Continental reserves the right to implement electronic systems for the submission of required information.

For each Continental location (Tires or Contitech) not listed in the above mentioned list, Supplier has to include the Inspection Certificate as part of the delivery documents, or Supplier has to conclude a specific agreement with that location on the recipient and submission method of the Inspection Certificate.

4.15 Customs

Supplier has to complete forms and give the declarations of the origin of the products as required by customs regulations in the country of concerned Continental plant. By doing so, the maximum customs preferences have to be declared by Supplier. In case of doubt Supplier is responsible for clarifying any unclear points with the customs authorities, or chambers of commerce concerned.

Supplier is liable to Continental for any cost incurred by Continental by reason of delay in any declaration, or the failure to submit a binding declaration, or the failure to obtain a preferred customs declaration.

All documents which are necessary for customs clearance must be transferred to the local Customs Department of respective Continental plant. The plant will announce the respective department contact or contracted third party.

4.16 Invoicing

Continental aims at reducing paper based invoicing procedures and may introduce electronic invoice processing and/or Evaluated Receipt Settlement (“Self-invoicing”) as a part of the EDI. The provisions for the electronic invoice processing and the Self-invoicing will need in each specific case be laid down in an agreement with Supplier. Such an invoicing agreement has to be in accordance with the applicable law at the location of the concerned Continental plant.

5 Quality Requirements

5.1 Quality Management System of Supplier

Supplier has to maintain a quality management system at least certified according to the ISO 9001 standard. Supplier is according to such standards committed to improve his quality management system constantly.
Supplier has to take into account the latest international developments and in particular to know the requirements of the automotive industry as defined in the IATF 16949 standard as revised from time to time. Supplier has to send, without further request, electronic copies of all his certificates to Continental (sqm@conti.de) each time Supplier gets updates of the certificates.

5.2 Process and Product Non-conformities and Process Changes

Supplier is requested to contact Continental immediately in case of suspicion that incorrect products were already delivered. Supplier has to inform Continental immediately about any change of the production process or the production location or the change of ownership.

5.3 Product Safety Responsible

Supplier has to ensure that a member of the management team fills the function of a “Product Safety Responsible”. This function has to act as an interface between Continental and Supplier in regard to all aspects of product safety.

5.4 Material Specification Contents

Continental shall define the characteristics to which the products have to conform. The testing methods for the required characteristics will be defined by mutual agreement. Unless otherwise agreed, testing methods shall be those specified in ISO, ASTM or DIN standards. The target value and the tolerance thereto has to be set forth for the variable characteristics. Supplier thus agrees to carefully study the specifications and to ascertain whether it is possible to comply with the target values and tolerances stipulated therein. In the event of any uncertainty Supplier agrees to consult with Continental. Characteristics marked with “C” have to be reported on the Inspection Certificate for each production lot. The general delivery target is a zero-defect production. In case Supplier and Continental agree in writing on certain ppm-failure rates this shall not relieve Supplier in any way from its obligation to deliver non-defective products and shall in no way limit the liability of Supplier for non-conforming products.

5.5 Inspection and Testing

Supplier has to inspect, test and, when such a lot conforms to the specification, approve each lot of the products delivered to Continental. Supplier agrees that only he is responsible for conducting pre-delivery testing of the characteristics specified by Continental in accordance with inspection plans and therefore Continental is not obliged to carry out own tests of these characteristics as part of the quality inspection of incoming products. Supplier performs a complete test of all product characteristics in the specification of all products delivered to Continental (Requalification) on a yearly basis. The results have to be available for review of Continental for twenty (20) years and have to be sent on request. Supplier agrees to test upon request by Continental a sample taken from the products he has delivered to Continental with regard to specific characteristics (product audit). Supplier has to inform Continental of the results.

5.6 Process Capability

Supplier agrees to provide Continental on a quarterly basis with capability reports of those characteristics marked in the specification with footnote “k”. The capability index given in footnote “k” in the specification has to be reached. An action plan on how to improve the situation has to be included in the report for those
product characteristics with a quality capability index that is lower than given in the specification. The information capability records and action plan have to be sent as email attachment to sqm@conti.de.

5.7 Change Management

Supplier agrees to notify Continental in advance of any significant changes in the manufacturing process that could have an effect on the product characteristics, for example a transfer of production to another plant, a change in the inspection process or a change in the raw material basis and similar events.

5.8 Supplier Rating

Continental rates its Supplier regularly (“Supplier Rating”). Continental’s Supplier Rating gives Continental and Supplier an overview of Supplier’s performance on the basis of general, standardized performance indicators grouped (as in the Supplier Site Assessment) in company, sustainability, technology, supply, quality and cost/finance. The Supplier Rating allows the identification of possible improvement actions and is a basis for a continuous improvement of Supplier’s performance. The results from the Supplier Rating are one criterion for Continental’s consideration of the future development of the business relation with Supplier. Continental expects Supplier to distribute the results of the Supplier Rating to all involved members of Supplier’s staff and to take appropriate actions to improve the performance.

5.9 Continuous Improvement

A continuous improvement philosophy should permeate all of Supplier’s processes, systems and products. To be effective, an improvement strategy must have a tactical as well as an operational element. The tactical or strategic element must be long range, sustained and focused on those key processes which provide value-added substance to the company’s objectives, including Continental satisfaction. The operational element must be specific and measurable, i.e. performance requirements, goals and targets, results needed, where and when.

5.10 Problem Solving Methods

Supplier has to have trained (preferably certified) personnel with the ability to quickly and permanently resolve product and process issues using data driven problem resolution tools and techniques. Problem resolution has to be conducted using a defined, structured process like the 8-Discipline process, Six Sigma, DMAIC or any other process that includes verification of the root cause and validation of corrective action effectiveness. Data driven techniques should also be used during the process design, verification and validation phases in order to prevent problems with new or changing products and processes. These data driven tools and techniques include but are not limited to: FMEA, MSA, SPC, DOE and Taguchi methods.

5.11 Risk prevention – FMEA

Supplier has to conduct a risk analysis to minimize product related risk covering the complete process chain from incoming material to delivery to customer. A FMEA (Failure Mode Effect Analysis) is the preferred method of risk analysis for Continental. Especially problems with impurities, inhomogeneity, out-of-spec deliveries and material mix-ups have to be covered.

Supplier has to have personnel qualified in the risk analysis method. Process experts have to be involved and the risk analysis has to be updated regularly (at least once per year and in case of complaints).

The rating tables for severity, occurrence and detection according to AIAG (Automotive Industry Action Group) FMEA standard latest issue are preferred.
Deviating from above AIAG the following severity rating has to be used:

- Impurities: 10
- Out-of-spec: 10
- Material mix-ups: 10

A FMEA template can be requested from sqm@conti.de.

5.12 Complaints

Supplier undertakes to deliver the products only as described in the specification agreed upon. In case of any deviation of the delivered product with regard to documented requirements (e.g. timing, quantity, marking, specified criteria, etc.) Continental will raise a complaint against Supplier. Complaints should be solved using appropriate methods (see 5.8. Problem Solving Methods). If an 8D report is requested by Continental, items D1, D2 & D3 must be communicated to Continental within 2 working days.

All additional costs at Continental related to a nonconforming delivery will be compiled case by case and sent to Supplier for compensation.

6 Acceptance of Binding Obligation

This Manual including all attachments shall be deemed accepted by Supplier’s commencement of performance, provision of services, shipment of products, or other indication of agreement, whichever occurs first.

This Manual, in addition to any terms and conditions contained in
(i) any of Continental’s purchase orders,
(ii) any of Continental’s requests for quotes or bids, and
(iii) a contract with a Supplier signed by Continental,
(collectively, with the Manual, the "Agreement") constitute the entire agreement between Continental and Supplier and specifically supersede all prior or contemporaneous agreements, arrangements, representations and communications whether oral or written regarding its subject matter, including, without limitation, quotations, proposals, or bids.

Continental hereby objects to any terms proposed by a Supplier in either a Supplier’s quotation, or acceptance or acknowledgment of a Continental offer or purchase order, which add to, vary from, or conflict with the terms of this Agreement.
## 7 Main Changes in Comparison with previous Issue

<table>
<thead>
<tr>
<th>Chapter in this Issue</th>
<th>Chapter in previous Issue</th>
<th>Comments</th>
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</thead>
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<tr>
<td>Table of Contents</td>
<td>Table of Contents</td>
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</tr>
<tr>
<td>Preface</td>
<td>Preface</td>
<td>Signatories changed</td>
</tr>
<tr>
<td>4.14</td>
<td>4.14</td>
<td>Requirements revised</td>
</tr>
<tr>
<td>Attachment No. 2</td>
<td></td>
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</tbody>
</table>
## Continental tire plant locations

<table>
<thead>
<tr>
<th>Tire Plant</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continental Reifen Deutschland GmbH / Postfach 500351 / 52087</td>
<td><a href="mailto:cag_ac_qa_rch@conti.de">cag_ac_qa_rch@conti.de</a></td>
</tr>
<tr>
<td>Aachen, Germany</td>
<td></td>
</tr>
<tr>
<td>Continental Tyre AS Malaysia Sdn Bhd No.1, Jln. Tunku Abdul Rahman, Mergong</td>
<td><a href="mailto:ic_alorsetar.ti_ao_fa@conti.my">ic_alorsetar.ti_ao_fa@conti.my</a></td>
</tr>
<tr>
<td>05710 Alor Star, Kedah Darulaman, MALAYSIA.</td>
<td></td>
</tr>
<tr>
<td>Continental do Brasil Produtos Automotivos Ltda, Av. Atlântica, s/n COPEC, Caixa Postal 220, CEP 42810-000</td>
<td><a href="mailto:cr_coa@conti.com.br">cr_coa@conti.com.br</a></td>
</tr>
<tr>
<td>Camaçari - BA - Brasil</td>
<td></td>
</tr>
<tr>
<td>Continental Tire the Americas, LLC 3000 Continental Parkway, Clinton, MS 39056, USA</td>
<td><a href="mailto:IC_Clinton@continental.com">IC_Clinton@continental.com</a></td>
</tr>
<tr>
<td>Continental Tire Andina S.A., Panamericana Norte Km 2.8, Cuenca, Ecuador</td>
<td><a href="mailto:IC_CuencaTire@conti.com.ec">IC_CuencaTire@conti.com.ec</a></td>
</tr>
<tr>
<td>Continental Tires (Hefei) Co., Ltd, 1588 Dabieshan Road, Nangang Technology Zone, Hefei 231283, Anhui,China</td>
<td><a href="mailto:IC_Hefei@conti.cn">IC_Hefei@conti.cn</a></td>
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<tr>
<td>Continental India (P) Limited, NH-58, Meerut - Roorkee Road, Modipuram - 250110, (U.P.) India</td>
<td><a href="mailto:IC_Modipuram@conti.in">IC_Modipuram@conti.in</a></td>
</tr>
<tr>
<td>OOO &quot;Continental Kaluga&quot;, Tire Business area 3 Glagoleva Street, 248021 Kaluga, Russian Federation</td>
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</tr>
<tr>
<td>Eu-Retec (Pvt) Ltd, 349/5, Palatota Road, Nagoda, Kalutara, Sri Lanka</td>
<td><a href="mailto:TI_FD_SM_materials@continental.com">TI_FD_SM_materials@continental.com</a></td>
</tr>
<tr>
<td>Continental Reifen Deutschland GmbH / Postfach 1120 / 34481 Korbach, Germany</td>
<td><a href="mailto:wek_korbach@conti.de">wek_korbach@conti.de</a></td>
</tr>
<tr>
<td>Continental Mabor / Caixa postal 5028 / P-4760-606 Lousado, Portugal</td>
<td><a href="mailto:TI_LO_IC_Lousado@conti.de">TI_LO_IC_Lousado@conti.de</a></td>
</tr>
<tr>
<td>Continental India (P) Limited, NH-58, Meerut - Roorkee Road, Modipuram - 250110, (U.P.) India</td>
<td></td>
</tr>
<tr>
<td>Continental Tire North America, LLC.; 11525 N IL Hwy 142; Mt. Vernon, IL. 62864, USA</td>
<td><a href="mailto:IC_MtVernon@continental.com">IC_MtVernon@continental.com</a></td>
</tr>
<tr>
<td>Continental Barum s.r.o., Objizdna 1628, Otrokovice 765 02, Czech Republic</td>
<td><a href="mailto:IC_Otrokovice@barum.cz">IC_Otrokovice@barum.cz</a></td>
</tr>
<tr>
<td>Continental Tyre PJ Sdn. Bhd., No.4, Jalan Tandang, 46050 Petaling Jaya, Malaysia</td>
<td><a href="mailto:TI_PJ_SM_IC_Petaling_Jaya@conti.my">TI_PJ_SM_IC_Petaling_Jaya@conti.my</a></td>
</tr>
<tr>
<td>Continental Tyre / PO Box 699 / 6000 Port Elizabeth, South Africa</td>
<td><a href="mailto:TI_EL_SM_IC_PortElizabeth@continental.com">TI_EL_SM_IC_PortElizabeth@continental.com</a></td>
</tr>
<tr>
<td>Continental Matador Truck Tires s.r.o. / PO Box 1 / 020 01 Púchov, Slovakia</td>
<td><a href="mailto:IC_Puchov@conti.sk">IC_Puchov@conti.sk</a></td>
</tr>
<tr>
<td>Continental Tyres (Thailand) Co., Ltd., 616/5, Moo 5, Mae Namkoo, Pluak Daeng, Rayong, 21140 Thailand</td>
<td><a href="mailto:TI_RN_SM_IC_Rayong@continental.com">TI_RN_SM_IC_Rayong@continental.com</a></td>
</tr>
<tr>
<td>Continental Tire S.L.P. Mex., San Luis Potosi, Mexico</td>
<td><a href="mailto:IC_SanLuisPotosiTire@continental.com.mx">IC_SanLuisPotosiTire@continental.com.mx</a></td>
</tr>
<tr>
<td>Continental France SNC / Rue Jean-Baptiste Dumaire 6 / F-57201 Sarreguemines, France</td>
<td><a href="mailto:claude-mallick@conti.de">claude-mallick@conti.de</a></td>
</tr>
<tr>
<td>Continental Reifen Deutschland GmbH / Postfach 169 / 30001 Hannover - Stoecken, Germany</td>
<td>Reinforcement: <a href="mailto:IC_Stoecken_RF@conti.de">IC_Stoecken_RF@conti.de</a> All other materials: <a href="mailto:wek_stoe@conti.de">wek_stoe@conti.de</a></td>
</tr>
<tr>
<td>Continental Tire North America, LLC., 2 North Main Street, Sumter, SC 29150, USA</td>
<td><a href="mailto:IC_Sumter@conti-na.com">IC_Sumter@conti-na.com</a></td>
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<tr>
<td>Continental Automotive Products SRL, Avram Imbroane 9, Timisoara, Romania</td>
<td><a href="mailto:TI_IC_Timisoara@conti.de">TI_IC_Timisoara@conti.de</a></td>
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