

1. DEFINITIONS

In these Conditions of Sale:

- 1.1 'Michelin Goods' means any goods or services sold or supplied by the Company to the Customer.
- 1.2 'Contract' means the agreement to supply Michelin Goods under these Conditions of Sale.
- 1.3 'Insolvency Event' means any threat by the Customer to suspend payment of its debts; or if the Customer is unable to pay its debts as they fall due; or an application is made to court, or an order is made, for the appointment of an administrator for the Customer; or a Receiver is appointed for the Customer.
- 1.4 'Order' means the Customer's order for the supply of Goods and/or Services.
- 1.5 'the Company' means Michelin Tyre Public Limited Company
- 1.6 'the Customer' means an individual, firm, partnership or corporate entity to whom the Company sells or supplies Michelin Goods.
- 1.7 'Delivery Location' means the Customer's address unless an alternative address has been agreed in accordance with these Conditions of Sale.
- 1.8 'Commencement Date' means the date on which the Company despatches the Michelin Goods.

2. APPLICATION OF CONDITIONS

- 2.1 The Order constitutes an offer by the Customer to purchase Michelin Goods in accordance with these Conditions of Sale.
- 2.2 The offer shall only be accepted on the Commencement Date. The Company shall have no obligation to accept the Order.
- 2.3 These Conditions of Sale apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which the Customer seeks to rely on, which may be implied by trade, custom, practice or course of dealing.
- 2.4 No other terms and conditions shall apply to the Contract, unless it is expressly agreed in writing by a person authorised to act on behalf of the Company.

3. PRICE CONDITIONS AND TERMS

The Company reserves the right (without notice) to amend all prices and these Conditions of Sale. Michelin Goods are sold at the prices and Conditions of Sale applicable at the Commencement Date.

4. DELIVERY

- 4.1 Whilst every effort will be made to fulfil Orders, any processing or action taken in respect of an Order by the Company shall not bind the Company to make delivery of such goods, and the Company shall not be liable for any delay or failure to make delivery.
- 4.2 The Company reserves the right to deliver an Order in instalments and produce a separate invoice for each instalment. Each individual instalment shall constitute a separate Contract.
- 4.3 The Company will only deliver Michelin Goods to the Delivery Location. Any proposed change to the Delivery Location shall require the prior written consent of the Company and any additional costs shall be borne by the Customer.
- 4.4. In the event that the Company does agree to deliver to an address which is not the Delivery Location, the Customer shall agree to appoint a representative to be present to countersign the proof of delivery as proof of receipt of the goods.
- 4.5. For the avoidance of doubt, delivery to destinations in the United Kingdom and the Republic of Ireland will be paid by the Company (subject to clause 4.3)
- 4.6 Time of Delivery shall not be of the essence.

5. CLAIMS FOR DAMAGE, SHORTAGE, LOSS

- 5.1 Any visible damage or shortages must be advised to the Company when the Michelin Goods are unloaded at the Delivery Location by the carrier. The details of loss or damage must, in all cases, be shown on the carrier's and/or the Company documents accompanying the Michelin Goods. All observations should be signed and dated both by the Customer and the carrier with the exception of inherent defects.
- 5.2 Non-delivery of Michelin Goods must be advised in writing to the Company within 7 days of receipt of the invoice.
- 5.3 No claim for lost or damaged goods or in respect of shortages will be entertained unless the requirements for notification have been complied with.

6. RETENTION OF TITLE AND RISK

- 6.1 The risk in the Michelin Goods shall pass to the Customer when the Michelin Goods are unloaded at the Delivery Location.
- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
- the Company receives payment in full (in cash or cleared funds) for the Goods and any other Michelin Goods that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums;
 - the Customer resells the Michelin Goods, in which case title to the Michelin Goods shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Michelin Goods has passed to the Customer, the Customer shall:
- store the Michelin Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
 - not remove, deface or obscure any identifying mark or packaging on or relating to the Michelin Goods;
 - maintain the Michelin Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - notify the Company immediately if it becomes subject to an Insolvency Event; and
 - give the Company such information relating to the Goods as the Company may require from time to time.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Michelin Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Michelin Goods. However, if the Customer resells the Michelin Goods before that time:
- it does so as principal and not as the Company's agent; and
 - title to the Michelin Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 If before title to the Michelin Goods passes to the Customer the Customer becomes subject to an Insolvency Event, then, without limiting any other right or remedy the Company may have, the Company may at any time:
- require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. WARRANTIES

- 7.1 The clause shall not apply to section 12 of the Sale of Goods Act 1979.
- 7.2 Nothing shall operate so as to limit or exclude either party's liability for death or personal injury caused by negligence or liability for fraudulent misrepresentation.
- 7.3 The Customer shall review and comply with all information provided relating to storage, selection, mounting, inflation, pressure, use, inspections, repairs and maintenance of tyres. The Customer shall ensure that all its relevant personnel are trained appropriately regarding the sale, fitment and repair of tyres.

8. PAYMENT

- 8.1 Payment for Michelin Goods shall be due not later than the last day of the month immediately following the month of the Commencement Date, unless alternative payment terms have been agreed in writing by the Company.
- 8.2 At the Company's discretion, credit facilities may be suitable for some customers. Credit facilities may be withdrawn or reduced at any time at the Company's sole discretion.
- 8.3 Payment shall not have been made in accordance with these Conditions of Sale unless all monies have been received as cleared funds by the Company.
- 8.4 In case of payment by cheque, all cheques must be received by the Customer in sufficient time to ensure that they can be banked by the Company at least three working days before the last working day of the relevant month.
- 8.5 If the Customer fails to make any payment by the due date the Company reserves the right to suspend any further deliveries scheduled for the Customer and dispatch no other goods. This decision is solely at the discretion of the Company.
- 8.6 In the event of late payment the sum payable (together with all sums payable for any further Michelin Goods supplied up to the payment due date shall become due and payable immediately together with interest. Interest from the due date will be calculated at a daily rate equivalent to an annual rate of the inter bank lending rate plus 8%. Interest will be charged for each day or part of thereof during which the Customer remains in default.
- 8.7 In the event that any monies are due to the Customer for the Company then a credit note may be issued to the value of the sum owed.

9. INTELLECTUAL PROPERTY

- 9.1 The Customer shall not advertise offer for sale or supply any Michelin Goods under the name 'Michelin' without adding to the name Michelin the appropriate description of such goods.
- 9.2 The Customer shall only use Michelin trademarks in accordance with Michelin's requirements and values including in particular but without limitation in accordance with the instructions and/or guidance issued by the Company from time to time.
- 9.3 The Customer shall not:
- Subject to sub-clause 9.2, alter, remove or vary in any way any numbers or other distinguishing marks on any Michelin Goods. This includes any markings that have been branded on the side wall of retreaded and/or regreaded quality Michelin Goods.
 - Modify, offer for sale or sell any Michelin products other than those that have been subject to regroove modifications in accordance with the Company's regroove policy (if any) expressly authorised by the Company.
- 9.4 The Company invests heavily in research and development to ensure that its tyres achieve a high level of performance. Legal proceedings will be commenced against any organisation which copies Michelin tyres or infringes Michelin's intellectual property rights.

10. EXPORT

The Customer shall not without the Company's written permission export or sell or advertise for sale for export purposes Michelin Goods to a country which is not a member of the EEA except where fitted to or forming component parts of a motor car, machine implement or other vehicle.

11. PRODUCT LIABILITY

- 11.1 Where Michelin Goods are sold to the Customer, the Customer undertakes to comply with such instructions as may be issued by the Company from time to time concerning the proper usage of Michelin Goods. The Customer shall observe any steps, precautions or other measures required to be taken in order to ensure that Michelin Goods are used safely and in a manner that is not injurious to health.
- 11.2 The Customer shall not undertake any tyre repair without first demounting the tyre.
- 11.3 Tyres for the European market have to comply with specific legislative requirements. This is shown by tyres being marked "E2". The Company has no responsibility for tyres sold, distributed or used in Europe which are not marked E2. The Company does not guarantee their performance.

12. DATA PROTECTION

Both parties shall comply with their obligations under the Data Protection Act 1998 and any other applicable laws and legislation relating to the processing of personal data and privacy.

13. BRIBERY ACT COMPLIANCE

Both parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

14. ENTIRE AGREEMENT

These conditions and such other terms and conditions as may be expressly agreed by the Company in writing constitute the entire agreement between the Company and the Customer with the exception of where a bespoke agreement has been negotiated, agreed and signed between the parties. All other discussions, correspondence or communications between the Company and the Customer whether oral or written shall not constitute any part of an agreement. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given on behalf of the Company which is not set out in this agreement.

15. SEVERANCE

If any provision or part-provision contained within these conditions become invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these conditions.

16. JURISDICTION

This Contract is subject to English Law, and the English courts shall have exclusive jurisdiction in respect of all claims, disputes or matters arising out of these conditions.

Notice

The Company may refuse to sell products which may be used for military purposes or which are subject to trade embargos to dealers located in countries which are subject to embargo by the United Nations, the European Council or the Organisation for the Security and Co-operation in Europe or to dealers which Michelin considers may sell such products into countries under such embargos. The Company may ask for evidence of the destination of the products. Lists of relevant products may be made available on request from The Company.

For further technical information or assistance, please consult our technical documentation, our technical experts or our web site at www.michelin.co.uk