



TRANSITYRE B.V.
Registered Office
Eikdonk 5
P.O. BOX 6578
4802 HN BREDA
The Netherlands
Reg. 200 54402 K.v.K.
Phone (31) 76 57 92300
Fax (31) 76 57 14733
Fax (31) 76 57 92327

Sales and Administration Department
Establishment in FRANCE
Siret : 480 127 026 00023
Place des Carmes-Déchaux
63040 - Clermont-Ferrand Cedex 9
France
Tél. : 33 (0)4 73 32 20 00
Fax : 33 (0)4 73 32 29 85
VAT : NL007853737 B01

GENERAL CONDITIONS FOR EXPORT SALES

1. In placing its order with us, directly or through another Company of Michelin Group, the Purchaser has accepted all of the general conditions of sale as described herein, notwithstanding any proposed change in terms contained in its own purchasing documents. The Purchaser's orders are thereafter subject to our written acceptance, and may be reduced or cancelled by us for any reason, including our inability to supply.
2. Whenever authorizations concerning import, exchange transactions or other formalities are required for the importation of our Products into the country of destination, or for the payment thereof, the obtaining of such authorizations and compliance therewith within the applicable time period is at the sole expense and complete responsibility of the Purchaser.
3. All sales of our Products are final, and we will not accept the return of any Products for credit or exchange. Payment must be made in the same currency as invoiced.
4. Our prices and price lists are always subject to change without notice.
5. The 2020 Incoterms of the International Chamber of Commerce define our and the Purchaser's reciprocal obligations unless they differ from the terms herein, in which case these general conditions shall prevail.
6. It is the Purchaser's responsibility to preserve all claims against the carrier in the event of loss, damage, delay, etc. and to take all necessary steps within the required time period.
7. It is prohibited to alter or modify in any way the markings or numbers contained on our Products at the time of delivery, or to thereafter sell any such altered or modified Products.

In the case of tyres which have been retreaded or recapped, the Purchaser is obliged to sell them as such, and to so advise its own customers, particularly on all commercial documents. The same is required for any down-graded Products.

Any reproduction of our Maps and Guides is prohibited.

8. Our Products are warranted to be free from defects in workmanship or materials. Our liability under this warranty and the Purchaser's remedy will be limited to repair or replacement of the Products involved or their equivalent value as of the date of shipment from our factories.

We shall not be responsible in any way for any loss or damage caused by any abnormal or improper use of our Products.

All of our prescribed conditions for our Products, including their storage, mounting, inflation, pressure and use, must be adhered to by the Purchaser, who is in turn obliged to so inform the consumer.

9. It is prohibited to re-export our Products outside the country for which they have been ordered, unless this clause is contrary to applicable law.

In the event that this restriction is breached, we reserve the right to cease all deliveries.

10. Unless otherwise agreed to by us, which agreement may be revoked at any time, our Products are to be paid for promptly at our principal place of business by an irrevocable documentary credit confirmed by a bank acceptable to us, regardless of the manner and place of delivery.

11. Notwithstanding the previous paragraph, if we ever, because of acceptable representations or guarantees, agree to the purchase of our Products on credit, the sole fact of non-payment of any one instalment on the due date shall give us the absolute right to terminate the credit terms immediately, and the entire balance of the amount owed shall then become immediately due and payable. In case of non-payment on the due date, we reserve the right to apply penalties at a rate equal to the Central European Bank refinancing operation rate in effect at the time of invoicing, plus 7 points of percentage. Should the refinancing operation rate of the central bank of the country where your main branch office is located be higher than that of the European Central Bank, we reserve the right to apply the rate of such country plus 7 points of percentage. In any case, the applicable rate shall be limited to the maximum rate, if any, allowed by local law. In the event of late payment, a late payment charge of 40 euros for cost of collection will be added.

We reserve the right to further deliver the products for cash.

We also reserve the right to suspend the performance of our own obligations until the overdue payment has been made.

Upon failure of the Purchaser to fulfil its payment commitments on time, we reserve the right to suspend and/or cancel the sale at any time, and, upon notice to the Purchaser, to repossess both the shipping documents and the Products until we have received equivalent value corresponding to the amount shown on our invoices.

Michelin shall remain owner of the goods sold until full settlement in respect of the goods has been received by Michelin.

12. The Purchaser cannot offset any amounts due us by any sums owed to the Purchaser by us.

13. Events beyond our reasonable control resulting in particular in non-delivery, late delivery, a non-conforming delivery, shall be considered as Force Majeure and/or falling within the definition of the ICC 2003 Force Majeure Clause and shall govern the consequence of any such event.

14. Michelin reserves the right not to sell products with potential military applications to dealers located in or likely to resell them to end-users/sub-dealers located in the countries under military embargo by the United Nations (UN), the European Council or the Organization for the Security and Cooperation in Europe (OSCE). In cases where Michelin strongly suspects a high level of risk that the products will be sold to countries under military embargo, Michelin reserves the right to ask for an end-customer identification mark or to see a bill from the dealer to the end-customer in order to ensure that the above mentioned products are sold to an appropriate destination and not to sell the above mentioned products. Listings of products with potential military applications and of countries under military embargo are available upon request to your usual Michelin interlocutor.

15. The Purchaser shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, export, re-transfer, or re-export of Michelin Products, including: economic sanctions; export controls; and, trade embargoes ("Sanctions") and Purchaser shall not cause Michelin to, either directly or indirectly, risk any potential violation of any applicable Sanctions or Michelin's Policy.

Michelin Group Positions

Purchaser shall respect the Michelin Group Positions, which may contain more restrictive provisions than the Trade Restrictions as defined below. These Group Positions are based on commercial considerations and other compliance concerns, including but not limited to: money laundering and corruption concerns and concerns related to the financing of terrorism. These Group Positions apply to the Products sold as spare parts or incorporated in a higher-level assembly (such as fitted unit, a ground vehicle, a plane, etc...). As of signature date of the Agreement, the list of countries to which Michelin refuses and prohibits any direct or indirect sales (including transit across these countries) is as follows: Cuba, Iran, North Korea, Syria. This list is subject to changes during the term of the agreement and Michelin reserves the right to regularly notify such changes to the Purchaser.

Trade Restrictions

Purchaser shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, export, re-transfer, or re-export of the Products, including but not limited to those relating to: trade sanctions (including but not limited to comprehensive or sectoral embargoes and restricted parties) and export controls (including but not limited to military or dual usage products), altogether defined hereafter as "Trade Restrictions". For the avoidance of doubt, all applicable laws and regulations could include those originating out of the United Nations, the European Union, the OSCE, or the United States of America.

Purchaser shall not cause Michelin to, either directly or indirectly, risk any potential violation of any applicable Trade Restrictions. Furthermore, Purchaser will not supply, sell, transfer, export, re-transfer, re-export, or otherwise make available or use any Product supplied by Michelin in order to circumvent, evade or avoid any applicable Trade Restrictions.

Purchaser shall only supply, sell, transfer, export, re-transfer, re-export, otherwise make available or use Products as permitted by applicable law and shall not supply, sell, transfer, export, re-transfer, re-export, or otherwise make available, either directly or indirectly, any Products:

- a. To any individual, entity or body resident, located, registered, incorporated, domiciled or head-quartered in any jurisdiction targeted by applicable Trade Restrictions;
- b. To any "Restricted Person": Restricted Person shall mean any individual, entity or body either: (i) specifically designated or listed under Trade Restrictions; (ii) owned or controlled by any person specifically designated or listed under Trade Restrictions; or, (iii) acting for or on behalf of any person specifically designated or listed under Trade Restrictions and
- c. For any use, purpose or activity which is prohibited or otherwise restricted under Trade Restrictions,

Where Michelin has reasonable cause to suspect that any Product may be or has been supplied, sold, transferred, exported, re-transferred, re-exported, otherwise made available to any jurisdiction targeted by applicable Trade Restrictions, or to a Restricted Person, or for any use, purpose or activity which is prohibited or otherwise restricted under Trade Restrictions, Michelin reserves the right to:

- a. Immediately suspend its performance under the Agreement;
- b. Request further information or documentary evidence from the Purchaser, including but not limited to:
 - i. Any licences, authorisations, permits, or approvals obtained by the Purchaser with respect to the supply, sale, transfer or export of the Products;
 - ii. Any End User Certificates or Undertakings supplied to the Purchaser;
 - iii. Any shipping or commercial documentation, including: invoices; or, bills of lading,

in order to verify the end use(s) or end user(s) of the Products.

- c. Take any other appropriate and proportionate measure regarding its commercial relationship with the Purchaser.

Purchaser certifies that, as of the date hereof, neither Purchaser, nor any of the Purchaser's Group Companies, nor any of their respective directors or officers is a Restricted Person. Purchaser shall immediately notify Michelin if Purchaser, or any of the Purchaser's Group Companies, or any of their respective directors or officers becomes a Restricted Person. Furthermore, Purchaser shall immediately inform Michelin if Purchaser is or become aware or has reasonable cause to suspect that either the Purchaser, or any of the Purchaser's Group Companies, or any of their respective directors or officers may become a Restricted Person.

In the event that any Product supplied by Michelin is re-supplied, re-sold, re-transferred, re-exported, re-distributed or otherwise made available to any third party, Purchaser shall take all actions reasonably necessary to ensure that such third parties: (a) Comply with any applicable Trade Restrictions and Michelin Group Positions; and, (b) Do not cause Michelin to directly or indirectly violate any applicable Trade Restrictions or Michelin Group Positions.

Purchaser shall indemnify and hold harmless Michelin from and against any losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, any expense of litigation or settlement, and court costs, arising from any noncompliance with Trade Restrictions or Michelin Group Positions by Purchaser. Purchaser shall be responsible for any act or omission of Purchaser, its officers, employees, affiliates, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

16. Sales consummated pursuant to these conditions shall be governed by and construed in accordance with the laws of France, the 1980 Vienna Convention on the International Sale of Goods being expressly excluded.

All litigation shall be brought before the courts of Clermont-Ferrand (France), including any warranty claims, claims involving multiple parties, or incidental claim or demands, notwithstanding any provision stating otherwise.

However, we reserve the right to maintain litigation in the applicable court(s) vested with jurisdiction located either at the Purchaser's principal place of business, wherever the Purchaser's assets are located, or wherever the Products are situated, in order to obtain payment and recovery of all amounts due to us, or to obtain repossession of the Products.

17. Our recommended conditions of storage, tyre selection, mounting, inflation, pressure, tyre use and its limits, tyre monitoring, repairs or similar interventions, and tyre maintenance, as stipulated by Michelin, must be followed and respected by our clients who in turn are held to inform the end users. Our clients should train their employees who are involved in placing our products with the end users and prohibit all repairs (tyre punctures, rim welding) without first demounting the tyre. If in doubt, we invite you to consult our technical documentation or one of our technicians, or, ultimately, our sales assistant.

