

MICHELIN GENERAL TERMS AND CONDITIONS OF SALE FOR TIRES

Effective Date: July 1st 2024

PREAMBLE

These "General Terms and Conditions" form the basis of all Michelin (**MICHELIN ROMANIA S.A., Sos. Bucuresti-Nord no. 10 Global City Business Park, Building O1, Floor 3 Voluntari, Ilfov, Romania, TIGAR TYRES DOO, Nikole Pašića 213, 18300 Pirot, Serbia or any other entity belonging to Michelin Group, as defined in Section 1 hereof**) ("Michelin") offers and agreements, including the supply of Products on a non-exclusive basis to **Customer** as set forth in the relevant Order. Any order for Products or, where applicable, signature of these General Terms and Conditions, is Customer's unreserved acceptance of all provisions of these General Terms and Conditions. Michelin and Customer are referred to individually as a "Party" and collectively as the "Parties".

These General Terms and Conditions (GTCs), incorporated by this reference into any commercial agreement, Commercial Program, service agreement or other agreement, contract, quotation letter or purchase order, and any attachment or amendment thereto, for the sale of Products by Michelin are collectively or individually referred to as "Contract".

All references to Michelin in these General Terms and Conditions shall mean reference to the Michelin entity entering into the Contract.

1. INTERPRETATION.

The following definitions and rules apply in the Contract:

1.1. Definitions:

Affiliate: an entity that is controlled by, controlling, or under common control with one of the Parties.

Business Day: a day other than a Saturday, Sunday or public holiday in the country where Michelin is located.

Day or Calendar Day: all calendar days of the civil year (i.e., including Saturdays, Sundays and public holidays).

Commercial Program: the most recent version of the Michelin price list made available to Customer and the Brand Program/the Commercial Terms and Conditions, as applicable.

Confidential Information: all non-public and proprietary information including, without limitation, know-how, intellectual property, ideas, drawings, designs, concepts, samples, models, plans, data, software, and other technical, operating, financial or commercial information that would be regarded as confidential by a reasonable business person, which is obtained directly or indirectly either before or after the date of the Contract by one Party from the other Party or by virtue of having communications with or being on the premises of the other Party in connection with the business relationship.

Control, Controlled, Controlling: control shall be deemed to exist when one entity either, directly or indirectly, has the power to direct the management and policies of another legal entity, whether through the ownership of a fraction of the share capital or by contract or otherwise.

KUSHTET E PERGJITHSHME TE SHITJES MICHELIN PER GOMAT

Perditesimi i fundit: 1 korrik 2024

PARATHENIE

Keto "Kushte te Pergjithshme" perbejne bazen e te gjitha propozimeve dhe marreveshjeve te Michelin (**MICHELIN ROMANIA S.A., Sos. Bucuresti-Nord nr. 10 Global City Business Park, Ndertesa O1, kat 3 Voluntari, Ilfov, Rumani, TIGAR TYRES DOO, Nikole Pašića 213, 18300 Pirot, Serbi**) ("Michelin"), duke perfshire furnizimin e Produkteve ne nje baze jo-eksluzive per **Klientin** siç eshte parashtruar ne Porosine perkatese. Çdo porosi per Produkte ose, kur eshte e zbatueshme, nenshkrimi i ketyre Kushteve dhe Afateve te Pergjithshme, eshte pranim pa rezerve nga Klienti i te gjitha dispozitave te ketyre Kushteve dhe Afateve te Pergjitheshme. Michelin dhe Klienti quhen individualisht "Pale" dhe se bashku "Palet".

Keto Kushte te Pergjitheshme (GTC), te perfshira nga kjo reference ne çdo marreveshje tregtare, Program Tregtar, marreveshje sherbimi ose marreveshje tjeter, kontrate, leter kuotimi ose porosi blerjeje, dhe çdo shtoje ose ndryshim te tyre, per shitjen e Produkteve nga Michelin jane se bashku ose individualisht te referuara si "Kontrate".

Te gjitha referencat per Michelin ne keto Kushte dhe Afate te Pergjithshme nenkuptojne shoqerine Michelin pale qe lidh Kontraten.

1. INTERPRETIMI.

Perkufizimet dhe rregullat e meposhtme zbatohen:

1.1. Perkufizimet:

Filial: nje ent qe kontrollohet nga, kontrollues, ose ne kontroll te perbashket me njerien nga Palet.

Dita e punes: nje dite e ndryshme nga e shtuna, e diela ose festa zyrtare ne vendin ku ndodhet Michelin.

Dita ose Dita Kalendarike: te gjitha ditet kalendarike te vitit (d.m.th., duke perfshire te shtunen, te dielen dhe festat zyrtare).

Program Tregtar: versioni me i fundit i listes se çmimeve te Michelin i vene ne dispozicion te Klientit dhe Programit te Markes/Kushtet e Pergjithshme Tregtare, sipas rastit.

Informacion konfidencial: gjithe informacioni jopublik dhe i pronarit, duke perfshire, pa kufizim, njohurite, pronesine intelektuale, idete, vizatimet, dizajnet, konceptet, mostrat, modelet, planet, te dhenat, softuerin dhe informacione te tjera teknike, operative, financiare ose komerciale. qe do te konsiderohen si konfidenciale nga nje person i arsyeshem biznesi, i cili eshte marre direkt ose indirekt ose perpara ose pas dates se ketyre Kushteve te Pergjithshme nga njera Pale nga pala tjeter ose per shkak te komunikimit me ose ne ambjentet e Pales tjeter ne lidhje me marredhenien e biznesit.

Kontroll, i kontrolluar, kontrollues: kontrolli do te konsiderohet se ekziston kur nje njesi ekonomike, drejtperdrejt ose terthorazi, ka fuqine te drejtoje administrimin dhe politikat e nje personi tjeter juridik, qofte nepermjet pronesise se nje pjese te kapitalit aksionar ose me kontrate ose ndryshe.

Customer: any customer purchasing Products from Michelin for their business activity and needs.

Customer Data: refers to Customer's Technical Data and personal data.

Electronic Transmission: any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, provided that the transmission is secure and all actions are tracked and recorded by a reliable system, such record being able to be retained, retrieved and reproduced by the recipient and the sender.

Force Majeure Event: any circumstance beyond the reasonable control of the Party, such as acts of God, war, pandemic, epidemic, terrorism, civil disturbance, malicious damage, strike, disease outbreak, lockout, industrial action, lack or failure of transportation facilities, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either Party, provided that such Party could not reasonably be expected to have taken into account the occurrence and the effects of the occurrence upon its ability to perform the Contract, and that it could not reasonably have avoided the occurrence and overcome its effects.

Marks: the Michelin trademarks, trade names, common law rights, logos, slogans, signs, domain names, subdomains, keywords, and related goodwill.

Michelin Group: entities Controlled by Compagnie Generale des Etablissements Michelin, 23 Place des Carmes Déchaux 63000 Clermont Ferrand, registration no. 855 200 887.

Michelin Group Positions: the positions taken by Michelin to refuse and prohibit any direct or indirect commercial activity involving Michelin Group products (including but not limited to sales to or in the country, and/or transit across the country) with certain countries. They may contain more restrictive positions than the Trade Restrictions and 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. They apply to the Products sold as spare parts or incorporated in a higher-level assembly (such as a fitted unit, a ground vehicle, a plane, etc.). As of the date of the Contract, the list of countries to which Michelin refuses and prohibits any direct or indirect sales (including transit across these countries) is Cuba, Iran, North Korea, and Syria. This list is subject to change in Michelin's sole discretion.

Order: any purchase order detailing the Products to be supplied by Michelin to Customer upon Michelin's acceptance in accordance with Section 2.2 (Acceptance).

Products: any goods, products and/or services provided by Michelin and as specified in the relevant Order.

Regional Terms Schedules: as applicable, terms and conditions specific to certain regions and/or countries attached to the Contract.

Restricted Person: 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

Klient: çdo klient i cili blen Produkte nga Michelin per aktivitetin dhe nevojat e tyre te biznesit.

Te Dhenat e Klientit: i referohen te Dhenave Teknike te Klientit dhe te dhenave personale.

Transmetimi elektronik: çdo forme komunikimi, qe nuk perfshin drejtperdrejt transmetimin fizik te letres, qe krijon nje regjistrim qe mund te ruhet, merret dhe rishikohet nga nje marres i tij, dhe qe mund te riprodhohet drejtperdrejt ne leter nga nje marres nepermjet nje procesi te automatizuar, me kusht qe transmetimi te jetë i sigurt dhe te gjitha veprimet te gjurmohen dhe regjistrohen nga nje sistem i besueshem, nje rregjistrim i tille mund te ruhet, te merret dhe te riprodhohet nga marresi dhe derguesi.

Rastet e Forces Madhore: çdo rrethane pertej kontrollit te arsyeshem te Paleve, te tilla si aktet e Zotit, lufta, pandemia, epidemja, terrorizmi, trazirat civile, demtimi keqdashës, greva, shperthimi i semundjes, bllokimi, veprimet industriale, mungesa ose deshtimi i objekteve te transportit, zjarr, permbytje, thatesire, kushte ekstreme te motit, respektim te çdo ligji ose urdhri neveritar, rregull, rregullore, drejtim ose rrethane tjeter pertej kontrollit te arsyeshem te seciles Pale, me kusht qe kjo Pale nuk mund te pritej ne menyre te arsyeshme te kishte marre parasysh dukuri dhe efektet e ndodhise mbi aftesine e tij per te zbatuar Kontraten, dhe se ajo nuk mund te kishte shmangur ne menyre te arsyeshme ngjarjen dhe te kaperceje efektet e tij.

Markat: markat tregtare Michelin, emrat tregtare, te drejtat e ligjit, logot, sloganet, shenjat, emrat e domenit, nendomein, fjalet kyçe dhe emri i mire.

Michelin Group: subjektit e Kontrolluara nga Compagnie Generale des Etablissements Michelin, 23 Place des Carmes Déchaux 63000 Clermont Ferrand, nr. 855 200 887.

Pozicionet e Grupit Michelin: pozicionet e marra nga Michelin per te refuzuar dhe ndaluar çdo aktivitet tregtar te drejtperdrejtë ose te terthorë qe perfshin produktet e Grupit Michelin (duke perfshire, por pa u kufizuar ne shitjet ne ose brenda vendit, dhe/ose transitin) me vende te caktuara. Ato mund te permajne pozicione me kufizuese sesa Kufizimet Tregtare dhe bazohen ne konsiderata tregtare dhe ceshtje te tjera te pajtuesherise, duke perfshire, por pa u kufizuar ne, ceshtjet e pastrimit te parave dhe korrasjonit, si dhe ato qe lidhen me financimin e terrorizmit. Ato zbatohen per Produktet e shitura dhe si pjese kembimi ose te perfshira ne montime te nivelit me te larte (te tilla si nje njesi e pajisur, nje automjet, nje avion, etj.). Qe nga data e Kontrates, lista e vendeve ne te cilat Michelin refuzon dhe ndalon çdo shitje direkte ose indirekte (duke perfshire tranzitin ne keto vende) eshte Kuba, Irani, Koreja e Veriut dhe Siria. Kjo liste mund te ndryshoje sipas gjykitim te vetem te Michelin.

Porosi: çdo urdher blerje qe percakton Produktet qe do te furnizohen nga Michelin tek Klienti pas pranimit nga Michelin ne perputhje me seksionin 2.2 (Pranimi).

Produket: çdo mall, produkt dhe/ose sherbim i ofruar nga Michelin siç specifikohet ne Porosine perkatese.

Programet e Kushteve Rajonale: sipas zbatimit, termat dhe kushtet specifike per rajone te caktuara dhe/ose vende bashkengjitur Kontrates.

Personi i Kufizuar: çdo individ, entitet ose organ: (i) i caktuar ose i listuar ne menyre specifike ne Kufizimet Tregtare; (ii) zoterohet ose kontrollohet nga çdo person i caktuar ose i listuar ne menyre specifike ne Kufizimet Tregtare; ose (iii) duke vepruar per ose ne emer te çdo

Restrictions; or (iii) acting for or on behalf of any person specifically designated or listed under Trade Restrictions.

Technical Data: all data entered by Customer and/or Michelin on Customer's behalf (excluding personal data) in relation to the Products offered by Michelin, directly or indirectly relating to tires and/or vehicles and/or their use, as well as any recommendations relating to Customer's fleet or business.

Trade Restrictions: 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).

1.2. The applicable Regional Terms Schedules form part of these General Terms and Conditions and shall have effect as if set out in full in the body of the Contract. Any reference to these General Terms and Conditions includes the Regional Terms Schedules.

1.3. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.4. A reference to legislation or a legislative provision is a reference to it as amended, extended, or re-enacted from time to time.

1.5 Any references to any mandatory local laws and/or regulations shall be contained in the Regional Terms Schedules appended to these General Terms and Conditions.

1.6. The Regional Terms Schedules shall prevail in case of any contradiction with these General Terms and Conditions.

2. PLACEMENT, ACCEPTANCE AND DELIVERY OF ORDERS.

2.1. Placement of Orders. Customer may order Products using the following methods: (i) online via Michelin's designated ordering platform. The use of the online platform to place orders does not restrict Customer's access to make an order(s) via email or telephone, if available; (ii) email; (iii) telephone; (iv) Michelin's representatives; and/or (v) Michelin customer service.

2.2. Acceptance. All Orders are subject to acceptance by Michelin in its sole discretion. To the extent permitted by applicable mandatory law, Michelin may in its sole discretion:

2.2.1. unilaterally modify or cancel any Orders based on the availability and supply of the Products; and/or

2.2.2. freely allocate available Products between and among its Customers.

2.3. Michelin shall use reasonable efforts to fulfill Orders.

2.4. Unless prohibited by mandatory local laws, Customer may not modify an Order.

2.5. Delivery. Delivery dates are indicative only and non-binding.

personi te caktuar ose te listuar ne menyre specifike ne Kufizimet Tregtare.

Te Dhenat Teknike: te gjitha te dhenat e futura nga Klienti dhe/ose Michelin ne emer te Klientit (me perjashtim te te dhenave personale) ne lidhje me Produktet e ofruara nga Michelin, qe lidhen drejtperdrejt ose terthorazi me gomat dhe/ose automjetet dhe/ose perdonimin e tyre, si dhe çdo rekomandim qe ka te beje me biznesin e Klientit.

Kufizimet Tregtare: sanksionet tregtare (duke perfshire por pa u kufizuar ne embargo gjitheperfshire ose sektoriale dhe palet e kufizuara) dhe kontrolllet e eksportit (duke perfshire por pa u kufizuar ne produktet ushtarake ose produktet me perdonim te dyfishte).

1.2. Programet e zbatueshme te Kushteve Rajonale jane pjese e ketyre Kushteve te Pergjithshme dhe do te kene efekt sikur te percaktohen plotesish ne trupin e Kontrates. Çdo reference ndaj ketyre Kushteve te Pergjithshme perfshin Programet Rajonale te Kushteve.

1.3. Perveç nese konteksti e kerkon ndryshe, një reference per një gjini do te perfshije një reference per gjinitë e tjera.

1.4. Një reference ne legjislacion ose ne një dispozite te ligjit eshte një reference e tij siç mund te ndryshohet, zgjerohet here pas here.

1.5. Ndonje reference ne çdo ligj dhe/ose regulllore te detyrueshme do te perfshihen ne Programin e Kushteve Rajonale bashkelidhur ketyre Kushtet te Pergjithshme.

1.6. Anekset e Kushtet Rajonale do te mbizoterojne ne rast te ndonje mosperputhje me Kushtet e Pergjithshme.

2. DHENIA, PRANIMI DHE DERGIMI I POROSIVE.

2.1. Dhenia e Porosive. Klienti mund te porosise Produkte duke perdonur metoda e meposhtme: (i) ne internet nepermjet platformes se caktuar te porosive nga Michelin. Perdonimi i platformes online per te bere porosi nuk kufizon aksesin e Klientit per te bere një porosi(a) permes emailit ose telefonit, nese eshte disponueshme; (ii) me email; (iii) me telefon; (iv) nepermjet perfaqesuesve te Michelin; dhe/ose (v) sherbimit ndaj klientit Michelin.

2.2. Pranimi. Te gjitha Porosite jane subjekt i pranimit nga Michelin sipas gjykimit te tij. Ne masen e lejuar nga ligji i zbatueshem, Michelin mundet sipas gjykimit te tij:

2.2.1. ndryshoje ose anulloje ne menyre te njeanshme çdo Porosi bazuar ne disponueshmerine dhe furnizimin e Produkteve; dhe/ose

2.2.2. destinoje lirisht Produktet e disponueshme ndermjet Klienteve te tij.

2.3. Michelin do te beje perpjekje te arsyeshme per te permbushur Porosie.

2.4. Perveç rasteve kur ndalohet nga ligji, Klienti nuk mund te ndryshoje një Porosi.

2.5. Dorezimi. Datat e dorezimit jane vetem treguese dhe jo detyruese.

- 2.6.** Subject to Section 2.2 (Acceptance), in all instances, including when freight is prepaid, Michelin retains the right to select a carrier/delivery agent of Michelin's choice, and to ship to authorized Customer locations specified by Customer and agreed by the Parties. Products may be delivered in installments.
- 2.7.** Customer may, at its sole expense, pick up any order of Michelin Products from such warehouse as Michelin may designate and at such times as the Parties mutually agree, upon prior written agreement with Michelin.
- 2.8.** To the extent permitted by applicable mandatory law, and unless otherwise agreed in writing, Michelin does not accept any return or exchange of delivered Products except for defective Products, as detailed further in Section 6 (Customer's Acceptance or Rejection of Products).

3. TITLE AND RISK.

- 3.1.** Risk in the Products will pass to Customer upon delivery. Delivery shall take place when Products are delivered to: (i) Customer; or (ii) a third-party carrier of Customer's choice for transportation to Customer, whichever occurs first.
- 3.2.** To the extent permitted by applicable mandatory law, and subject to Section 4 (Parties' Rights and Obligations), title to the Products shall pass to Customer upon receipt of payment in full of all sums and/or debts owed by Customer, howsoever created.
- 3.3.** Notwithstanding the provisions contained in Section 2 (Placement, Acceptance and Delivery of Orders) and this Section 3, and unless otherwise prohibited by applicable mandatory law, Michelin retains the right to stop delivery of Products in the event:

- 3.3.1.** Customer fails to pay any sum payable to Michelin under any Order;
- 3.3.2.** Customer defaults in its performance of any obligation;
- 3.3.3.** Customer becomes subject to an insolvency event; and/or
- 3.3.4.** as otherwise permitted by applicable mandatory law.

4. PARTIES' RIGHTS AND OBLIGATIONS.

- 4.1.** Subject to the provisions of the Contract, Customer has the non-exclusive right to purchase the Products from Michelin and to distribute the Products for resale in its own name and on its own behalf.
- 4.2.** Customer's obligations shall include, but are not limited to:
- 4.2.1.** ensuring that the terms of the Order are complete and accurate;
- 4.2.2.** payment of all amounts owed to Michelin;
- 4.2.3.** proper handling and sale of the Products in compliance with Michelin product information, particularly policies related to the storage, care, and transfer of the Products;

2.6. Ne varesi te Seksionit 2.2 (Pranimi), ne te gjitha rastet, duke perfshire edhe kur ngarkesa eshte e parapaguar, Michelin ruan te drejten per te zgjedhur nje transportues/agjent dergese sipas zgjedhjes se Michelin dhe per ta derguar ne vendet e autorizuara te Klientit te specifikuara nga Klienti dhe te rene dakord nga Palet. Produktet mund te dorezohen me keste.

2.7. Klienti, me shpenzimet e tij, mund te marre çdo porosi te Produkteve Michelin nga nje magazine e tille siç mund te caktoje Michelin dhe ne ato momente kur Palet bien dakord reciprokisht, me marreveshje paraprake me shkrim me Michelin.

2.8. Ne masen e lejuar nga ligji i detyrueshem ne fuqi, dhe nese nuk eshte rene dakord ndryshe me shkrim, Michelin nuk pranon asnjn kthim ose shkembim te Produkteve te dorezuara, perveç Produkteve me defekt, siç percaktohet ne Seksionin 6 (Pranimi ose Refuzimi i Produkteve nga Klienti).

3. TITULLI DHE RREZIKU.

- 3.1.** Rreziku mbi Produktet do t'i kaloje Klientit me dorezimin e tyre. Dorezimi do te behet kur Produktet i dorezohen: (i) Klientit; ose (ii) nje transportuesi te pales se trete sipas zgjedhjes se Klientit per transportin tek Klienti, cilado qe te ndodhe e para.
- 3.2.** Per aq sa lejohet nga ligji ne fuqi, dhe ne perputhje me Seksionin 4 (Te drejtat dhe detyrimet e Paleve), titulli mbi Produktet do t'i kaloje Klientit pas marrjes se pageses se plote te te gjitha shumave dhe/ose detyrimeve ne ngarkim te Klientit, pavaresisht si jane krijuar.
- 3.3.** Pavaresisht dispozitave te Seksionit 2 (Vendosja, Pranimi dhe Dergimi i Porosive) dhe te ketij Seksioni 3, dhe perveç kur ndalohet nga ligji ne fuqi, Michelin ruan te drejten te mos kryeje dergimin e Produkteve ne rast se:
- 3.3.1.** Klienti nuk paguan çdo shume te pagueshme qe i detyrohet Michelin sipas ndonje Porosie;
- 3.3.2.** Klienti nuk permbush ndonje detyrim;
- 3.3.3.** Klienti behet subjekt i falimentit; dhe/ose
- 3.3.4.** siç mund te parashikohet ndryshe nga ligji ne fuqi.

4. TE DREJTAT DHE DETYRIMET E PALEVE.

- 4.1.** Ne varesi te dispozitave te Kontrates, Klienti ka te drejten jo-eksklusive per te blere Produktet nga Michelin dhe per te shperndare Produktet per rishitje ne emrin dhe per llogari te tij.
- 4.2.** Detyrimet e Klientit perfshijnë, pa u kufizuar ne:
- 4.2.1.** duke siguruar qe kushtet e Porosise te jene te plota dhe te sakta;
- 4.2.2.** pagesa e te gjitha shumave qe i detyrohen Michelin;
- 4.2.3.** trajtimi dhe shitja e duhur e Produkteve ne perputhje me informacionin e produktit Michelin, veçanerisht politikat qe lidhen me ruajtjen, kujdesin dhe transferimin e Produkteve;

- 4.2.4.** maintenance of the Products for the benefit of its customers/end-users against all risk that may arise following delivery;
- 4.2.5.** possession and maintenance of all relevant and required business permits, licenses and/or approvals to enable Customer to carry out its business in compliance with all applicable laws, rules, and regulations; and
- 4.2.6.** conducting its business in a manner that will maximize the sale of Products by Customer while enhancing the reputation of and goodwill associated with the Marks and Products.
- 4.3.** Customer shall comply with all Michelin and Michelin Group policies and codes in force and as amended from time to time.
- 4.4. Mutual obligations.** Each Party represents that: (i) it is a company duly incorporated and validly existing under the laws of the country where it is incorporated and that it has the requisite power and authority to enter into and fully perform the Contract; (ii) the Contract does not conflict with, contravene or constitute a breach of any contractual, financial, business, or legal obligation of any nature to which the Party, its Affiliates and/or its employees are subject; and as long as the Contract is in effect, neither Party, its Affiliates and/or its employees have and will not undertake any obligations that constitute a breach or otherwise materially and adversely affect the performance of their obligations under the Contract; (iii) it shall comply at all times with all applicable laws and regulations; (iv) it has obtained and will maintain, at its sole expense, all permissions, licenses and consents required to comply with its commitments under the Contract; (v) it will assign personnel who possess the requisite degrees of qualification, experience, training and skills required to fulfill the tasks assigned to them and who are familiar with the requirements of the Contract.

5. INTELLECTUAL PROPERTY AND CUSTOMER'S NON-DISPARAGEMENT OF PRODUCTS BEARING MICHELIN MARKS.

5.1. Intellectual Property.

- 5.1.1.** Michelin retains all rights, title and interest in the Marks referring to its Products in any country or region. Customer agrees not to oppose, invalidate, or impair the Marks in any way.
- 5.1.2.** Customer recognizes and acknowledges that it shall have no ownership of, or rights whatsoever in, the Marks or other names and signs affixed to the Products it distributes, nor on any promotional materials and their contents provided by Michelin. Customer shall not take any steps to register or otherwise acquire any rights in respect of such Marks or of any similar name, logo or sign likely to create confusion. Customer is not authorized to use any Marks as part of Customer's corporate name or domain names.
- 5.1.3.** To that extend, Michelin hereby grants to Customer a non-exclusive, non-transferable, limited right to use such Marks in Customer's business solely for the purpose of advertising, promoting, selling, and distributing the Products in strict compliance with the Contract. No other use of the Marks is authorized in any way whatsoever. Upon termination of the contractual relationship between Michelin and Customer for any

- 4.2.4.** mirembajtjen e Produkteve per te miren e klienteve/perdoruesve te tij fundor kunder qdo rreziku qe mund te linde pas dorezimit;
- 4.2.5.** zoterimin dhe mbajtjen e te gjitha lejeve, licencave dhe/ose autortizimeve te nevojshme per zhvillimin e aktivitetit te Klientit ne perputhje me te gjitha ligjet, rregullat dhe rregulloret ne fuqi; dhe
- 4.2.6.** duke zhvilluar biznesin e tij ne nje menyre qe te maksimizoje shitjen e Produkteve nga Klienti si dhe reputacionin apo emrin e mire te Markave dhe Produkteve.
- 4.3.** Klienti duhet zbatoje te gjitha politikat dhe rregulloret e Michelin dhe Grupit Michelin ne fuqi dhe siç do te ndryshohen here pas here.
- 4.4. Detyrimet e ndersjella.** Secila Pale perfaqeson se: (i) eshte nje shoqeri e themeluar rregullisht sipas ligjeve te vendit ku eshte themeluar dhe se ka kompetencat dhe autoritetin e nevojshem per te lidhur dhe per te permbushur plotesit Kontraten; (ii) Kontrata nuk bie ndesh ose nuk perben shkelje te ndonje detyrimi kontraktor, financiar, tregtar ose ligjor te çfaredo natyre te cilit i nenshtrohet Pala, Filialet e saj dhe/ose punemarresit e saj; dhe per sa kohe qe Kontrata eshte ne fuqi, asnj'e Pale, Filialet e saj dhe/ose punemarresit e saj nuk kane dhe nuk do te marrin persiper asnj'e detyrim qe perben nje shkelje ose qe ndikon ne menyre materiale dhe te demshme ne permbushjen e detyrimeve te tyre sipas Kontrates; (iii) do te jete ne perputhje ne qdo kohe me te gjitha ligjet dhe rregulloret ne fuqi; (iv) ka marre dhe do te mbaje, me shpenzimet e saj, te gjitha lejet, licencat dhe pelsqimet e kerkuara per te permbushur angazhimet e saj sipas Kontrates; (v) do te caktoje personelin qe zoteron nivelin e duhur te kualifikimit, pervojes, trajnimit dhe aftesive te nevojshme per te permbushur detyrat qe u jane caktuar dhe qe jane te njohur me kerkesat e Kontrates.
- 5. PRONESIA INTELEKTUALE DHE MOS DENIGRIMI NGA Klientii I PRODUKTEVE QE MBAJNE MARKENE MICHELIN.**
- 5.1. Pronesia Intelektuale.**
- 5.1.1.** Michelin ruan te gjitha te drejtat dhe pronesine mbi Markat qe i referohen Produkteve te tij ne qdo vend apo rajon. Klienti pranon te mos i kundershtoje, zhvleresoje ose demtoje Markat ne asnj'e menyre.
- 5.1.2.** Klienti njeh dhe pranon se nuk do te kete asnj'e pronesi ose te drejta mbi Markat ose emrat dhe shenjat e tjera te vendosura ne Produktet qe ai shperndan, as mbi ndonje material promovues dhe permbajtjen e tyre te vene ne dispozicion nga Michelin. Klienti nuk do te ndermarre asnj'e hap per te regjistruar ose per te fituar ndonje te drejte ne lidhje me Markat ose te ndonje emer, logo ose shenje te ngjashme qe mund te krijoje konfuzion. Klienti nuk eshte i autorizuar te perdore ndonje Marke si pjese e emrit te shoqerise se Klientit ose emrave te domenit.
- 5.1.3.** Pavaresisht nga sa me siper, Michelin i jep Klientit nje te drejte jo-ekskluzive, te patransferueshme, te kufizuar per te perdonur Marka te tilla ne biznesin e Klientit vetem per qellime te reklamimit, promovimit, shitjes dhe shperndarjes se Produkteve ne perputhje te plete me Kontraten. Asnj'e perdonim tjeter i Markave nuk eshte i autorizuar ne asnj'e menyre. Pas perfundimit te marredhenies kontraktuale midis Michelin dhe Klientit per çfaredo arsy, Klienti

reason whatsoever, Customer shall immediately refrain from using the Marks under any form whatsoever, without prejudice to Customer's right to sell Products in its inventory on the date of such termination. Customer undertakes that within seven (7) Business Days of such termination for any reason, it shall remove and return to Michelin all signboards comprising any Marks in any locations and all documents provided to Customer by Michelin. All powers are hereby granted to Michelin to proceed with any such dismounting after the end of the identified period at Customer's costs.

5.1.4. Notwithstanding anything to the contrary, Michelin retains all rights, title and interest in all other intellectual property rights including without limitation patent rights, provisional patent rights, designs, copyrights, software, databases (collectively referred to as the "Other IPRs") pertaining to and protecting its Products, processes, and services, as well as documentation and content provided by Michelin, in any country or region. No rights or licenses are granted on Other IPRs under the Contract beyond the non-exclusive, limited right, to use the Products purchased from Michelin for their intended purpose.

5.1.5. Except as otherwise dictated by applicable mandatory law, the supply or use of the Products is conditional upon Customer's undertaking not to seek, by reverse engineering, disassembly, or any other analysis, to obtain the methodology, composition, formulation, components, processes, source code or any other confidential information relating to the Products.

5.1.6. The Michelin Group's guidelines on correct use of the Marks apply and shall be adhered to by Customer. The guidelines are available at www.michelin.com. Customer agrees that Michelin may object to any advertising, marketing and/or promotional materials which do not comply with such guidelines and that Customer shall promptly cease the use of such materials upon Michelin's request.

5.1.7. Any misuse of the Marks by Customer shall constitute a material breach of the Contract, and Customer agrees to indemnify Michelin for any and all damages caused by Customer's breach.

5.1.8. Any use of the Marks by Customer according to the Contract shall inure exclusively to the benefit of Michelin.

5.1.9. To the extent permitted by applicable mandatory law, Customer shall keep Michelin informed, as soon as becoming aware of: (i) any potential or actual infringement, piracy, or unfair competition by third-party(ies) in relation to the Marks; (ii) any third-party claims or actions against the validity, registration and use of the Marks; or (iii) any third-party claims or actions relating to the use of or the intent to use the Marks.

5.1.10. In the event of termination of the Contract, Sections 12.6 and 12.7 (Effects of termination) shall apply.

5.2. Non-Disparagement.

5.2.1. Customer undertakes not to disparage, either directly or indirectly, the Marks or Products or to bring the Marks or Products into disrepute. In this respect, Customer shall notably refrain from any public statement or comment, press release or communication on social networks referring negatively to the Marks or Products including but not limited to: (i) the performance, quality, technology, durability, or capacities of the Products; (ii) the validity, registration, or ownership of the Marks; or (iii) the reputation or conduct of

do te shmanget menjehere nga perdonimi i Markave ne çfaredo forme, pa cenuar te drejten e Klientit per te shitur Produktet ne inventarin e tij ne daten e perfundimit. Klienti merr persiper qe brenda shtate (7) Ditesh Pune nga perfundimi i tille per çfaredo arsy, ai do te heqe dhe do t'i ktheje Michelin te gjitha tabelat qe permajne çdo Marke ne çdo vendndodhje dhe te gjitha dokumentet e ofruara Klientit nga Michelin. Te gjitha kompetencat i jepen Michelin per te vazhduar me çdo çmontim te tille pas perfundimit te periudhes se identifikuar me shpenzimet e Klientit.

5.1.4. Pavaresisht nese parashikohet ndryshe, Michelin ruan te gjitha te drejtat dhe pronesine ne te gjitha te drejtat e tjera te pronesise intelektuale, duke perfshire pa kufizim te drejtat e patentes, te drejtat e perkoħshme te patentes, dizajnet, te drejtat e autorit, softuerin, bazat e te dhenave (te referuara kolektivisht si "IPR-te e Tjera") qe kane te bejne dhe duke mbrojtur te drejtat e tij mbi Produktet, proceset dhe sherbimet, si dhe dokumentacionin dhe permajtjen e ofruar nga Michelin, ne çdo vend apo rajon. Asnej e drejte ose licence nuk jepet per IPR-te e tjera sipas Kontrates pertej te drejtes jo-ekskluzive, te kufizuar, per te perdonur Produktet e blera nga Michelin per qellimin e synuar.

5.1.5. Perveç nese parashikohet ndryshe nga ligji, furnizimi ose perdonimi i Produkteteve kushtezohet me detyrimin e Klientit qe te mos kerkoje, me ane te inxhinierise se kundert, çmontimit ose ndonje analize tjeter, te siguroje metodologjine, perberjen, formulimin, perberesit, proceset, kodin e burimit ose çdo informacion tjeter konfidential ne lidhje me Produktet.

5.1.6. Udhezimet e Grupit Michelin per perdonimin e sakte te Markave zbatohen dhe do te respektoħen nga Klienti. Udhezimet Jane ne dispozicion ne www.michelin.com. Klienti pranon qe Michelin mund te kundershoje çdo material reklamues, marketingu dhe/ose promovues qe nuk perputhet me keto udhezime dhe se Klienti me kerkesen e Michelin do te ndaloje menjehere perdonimin e ketyre materialeve.

5.1.7. Çdo keqperdonim i Markave nga Klienti do te perbeje nje shkelje thelbesore te ketyre Kontrates dhe Klienti pranon te demshperblej Michelin per çdo dhe te gjitha demet e shkaktuara nga shkelja e kryer.

5.1.8. Çdo perdonim i Markave nga Klienti sipas Kontrates do te jete ekskluzivisht ne dobi te Michelin.

5.1.9. Per aq sa lejohet nga ligji, Klienti do te mbaje te informuar Michelin, menjehere sapo te vihet ne dijeni per: (i) çdo shkelje te mundshme ose aktuale, pirateri ose konkurrence te pandershme nga palet e treta ne lidhje me Markat; (ii) çdo pretendim ose veprim te paleve te treta kunder vlefshmerise, regjistrimit dhe perdonimit te Markave; ose (iii) çdo pretendim ose veprim te paleve te treta ne lidhje me perdonimin ose qellimin per te perdonur Markat.

5.1.10. Ne rast te zgjidhjes se Kontrates, do te zbatohen Seksjonet 12.6 dhe 12.7 (Efektet e Zgjidhjes).

5.2. Mosdenigrimi

5.2.1. Klienti merr persiper te mos perçmoje, drejtperdrejt ose terhorazi, Markat ose Produktet ose te mos i diskretitoje Markat ose Produktet. Ne kete aspekt, Klienti veċanerisht nuk duhet te bejje ndonje deklarati publike ose koment, njoftim per shtyp ose komunikim ne rrjetet sociale qe i referohet negativisht Markave ose Produkteteve, duke perfshire por pa u kufizuar ne: (i) performancen, cilesine, teknologjine, qendrueshmerine ose aftesine e Produkteteve; (ii) vlefshmerine, regjistrimin ose pronesine e Markave; ose (iii) reputacionin ose sjelljen e Michelin

Michelin or any of Michelin's representatives, employees, subcontractors, agents, or service providers.

ose ndonje prej perfaquesuesve, punonjesve, nenkontraktoreve, agjenteve ose ofruesve te sherbimeve te Michelin.

5.2.2. Customer undertakes not to organize advertising or more generally any communication of any nature whatsoever, which could harm the name and/or reputation of Michelin, the Marks and/or the Products.

6. CUSTOMER'S ACCEPTANCE OR REJECTION OF PRODUCTS.

6.1. Upon delivery, Customer must inspect the Products for any defects (in particular, any discrepancies in relation to the quantity, assortment, quality, type ordered, or any soiling).

6.2. Any defects identified by Customer upon delivery must be notified: (i) to the third-party carrier at the time of delivery (written comment on transport documentation); and (ii) immediately in writing to Michelin.

6.3. Unless otherwise dictated by applicable mandatory law, with respect to any hidden or other defects identified after delivery, Customer will notify Michelin in writing immediately upon becoming aware of such defects in accordance with local laws and regulations.

6.4. Michelin retains the right to verify any defects identified by Customer under this Section 6. To the extent permitted by applicable mandatory law, Customer's remedy for any defects will be decided by Michelin in its sole discretion.

6.5. Subject to Sub-Sections, 6.2 and 6.3 above, the Products will be deemed accepted by Customer upon delivery and, where applicable, upon Customer's signing of the delivery receipt.

6.6. Failure to comply with this Section 6 will result in full and complete waiver of any claim or liability against Michelin for any defects in the Products.

7. PRICING, INVOICING AND TAXES.

7.1. **Pricing.** The price payable by Customer for the Products shall be the price set out in the Commercial Program at the date of shipment or collection, or where services are being provided, the date the service is performed, and under the terms of the Commercial Program valid on this date.

7.2. Michelin may change the following at any time, and unless prohibited by applicable mandatory law, without prior notice to Customer: (i) Michelin price lists; and/or (ii) other pricing or sales materials distributed by Michelin.

7.3. Michelin shall independently determine the prices of Michelin Products payable by Customer to Michelin. Customer shall independently determine the prices at which it will resell Michelin Products.

7.4. **Invoicing.** The invoice shall include, unless prohibited by applicable mandatory law, all applicable taxes, duties, and fees, any bonuses, incentives, or such other arrangements contained in the Commercial Program (if applicable) between Customer and Michelin.

5.2.2. Klienti merr persiper te mos organizoje reklama ose ne per gjithesi asnje komunikim te çfaredo natyre, i cili mund te demtoje emrin dhe/ose reputacionin e Michelin, Markave dhe/ose Produkteve.

6. PRANIMI OSE REFUZIMI I PRODUKTEVE NGA KLENTI.

6.1. Me dorezimin, Klienti duhet te inspekoje Produktet per çdo defekt (ne veçanti, çdo mosperputhje ne lidhje me sasine, cilesine, llojin ose ndonje ndotje).

6.2. Çdo defekt i identifikuar nga Klienti gjate dorezimit duhet te njoftohet: (i) te transportuesi i pales se trete ne momentin e dorezimit (koment me shkrim mbi dokumentacionin e transportit); dhe (ii) menjehere me shkrim Michelin.

6.3. Perveç nese parashikohet ndryshe nga ligji, ne lidhje me çdo defekt te fshehur ose tjeter te identifikuar pas dorezimit, Klienti do te njoftoje Michelin me shkrim menjehere pasi te marre dijeni per keto defekte ne perputhje me ligjin dhe rregulloret.

6.4. Michelin ruan te drejt per te verifikuar çdo defekt te identifikuar nga Klienti sipas ketij Seksioni 6. Per aq sa lejohet nga ligji, mjetet e klientit per korrigimin e çdo defekti do te vendosen nga Michelin sipas gjykimit te tij.

6.5. Ne perputhje me nen-seksionet 6.2 dhe 6.3 me siper, Produktet do te konsiderohen te pranuara nga Klienti me dorezimin e tyre dhe, aty ku eshte e zbatueshme, me nenshkrimin e Fatureve se dorezimit nga Klienti.

6.6. Mosrespektimi i ketij Seksioni 6 do te rezultoje ne heqje dore te plote nga çdo pretendim ose detyrim kundrejt Michelin per çdo defekt ne Produkte.

7. CMIMI, FATURIMI DHE TAKSAT.

7.1. **Cmimet.** Çmimi i pagueshem nga Klienti per Produktet do te jete çmimi i percaktuar ne Programin Tregtar ne daten e dergesës ose grumbullimit, ose kur ofrohen sherbimet, daten e kryerjes se sherbimit dhe sipas kushteve te Programit Tregtar te vlefshem me kete date.

7.2. Michelin mund ne çdo kohe te ndryshoje sa vijon, dhe pa njoftim paraprak per Klientin, perveç rasteve kur ndalohet shprehimisht nga ligji: (i) listat e çmimeve te Michelin; dhe/ose (ii) materiale te tjera çmimesh ose shitjesh te shperndara nga Michelin.

7.3. Michelin do te percaktoje ne menyre te pavarur çmimet e Produkteve Michelin te pagueshme nga Klienti per Michelin. Klienti do te percaktoje ne menyre te pavarur çmimet me te cilat do t'i rishese Produktet Michelin.

7.4. **Faturimi.** Fatura do te perfshije, perveç rasteve kur ndalohet nga ligji, te gjitha taksat, detyrimet dhe tarifat e aplikueshme çdo bonus, stimuj ose marreveshje te tjera te perfshira ne Programin Tregtar (nese eshte e aplikueshme) midis Klientit dhe Michelin.

- 7.5. Taxes.** All prices are exclusive of any applicable taxes, duties, or fees.
- 7.6. Customer represents, warrants, and certifies that Products purchased from Michelin are for resale or direct use in the ordinary course of Customer's business, and that Customer is registered for tax purposes and required to collect and remit, any and all applicable sales or use taxes, or tire waste/recycle fees incurred in any such resale transactions. Customer agrees to furnish proof thereof to Michelin. As to any Products or other tangible property put to a taxable use by Customer and any item previously exempted from a tax or fee in lieu of or prior to resale, Customer shall make timely return and payment to the proper taxing authority of all applicable taxes to include tire waste/recycle fees and Customer shall notify Michelin of such use and pay Michelin any applicable taxes on Products previously exempted.**
- 8. PAYMENT.**
- 8.1.** Customer shall pay for the Products in accordance with Michelin's invoice to Customer, or in such other manner as Michelin may prescribe in its sole discretion.
- 8.2.** Unless otherwise agreed between the Parties, cash payments or any other kind of payment in advance by Customer will not result in a discount in the pricing.
- 8.3.** Where payment by Customer is made by cheque or other negotiable instrument, payment will be taken to have been made only when the cheque or instrument is honored, and the amount of the cheque/negotiable instrument is realized by Michelin.
- 8.4.** The date of payment shall be the date on which the funds are credited to the Michelin bank account specified in the invoice.
- 8.5.** If Customer disputes any Michelin invoice, it shall notify Michelin of any disputes/claims within thirty (30) Calendar Days of invoice date or credit document date and shall pay Michelin the balance due on the portion of the invoice that Customer does not dispute in accordance with the terms of the invoice.
- 8.6.** Notwithstanding anything contained to the contrary herein, and unless otherwise prohibited by applicable mandatory law, Michelin shall have the right at any time and in its sole discretion to:
- 8.6.1. establish and make modifications to payment terms;
- 8.6.2. grant or discontinue any extension of open account trade credit to Customer; and
- 8.6.3. require a direct debit mandate, advance payment, cash on delivery or cash payment for deliveries, or other security for shipments.
- 8.7.** If Michelin determines that sales to Customer should be on credit, Michelin shall reserve the right to fully and discretionally request any collateral that it may deem appropriate and necessary in accordance with the credit line granted to Customer, and such collateral shall maintain its validity until termination hereof or if its agreements are amended and Customer has duly complied with all the obligations contained under the Contract.
- 7.5. Taksat.** Te gjitha çmimet nuk perfshijne taksat, detyrimet ose tarifat.
- 7.6.** Klienti perfaqeson, garanton dhe verteton se Produktet e blera nga Michelin jane per rishitje ose perdonim te drejtperdrejte ne kursin e aktivitetit tregtar te Klientit dhe se Klienti eshte i regjistruar per qellime tatimore dhe ka te drejt te mbledhe dhe te paguaje, çdo dhe te gjitha taksat e zbatueshme te shitjeve ose perdonimit, ose tarifat e mbetjeve/riciklimit te gomave te shkaktuara ne çdo transaksion te tille rishitje. Klienti pranon t'i jape Michelin deshmi per kete. Per sa i perket çdo Produkti ose pasurie tjeter te prekshme te vene ne perdonim te tatushem nga Klienti dhe çdo artikulli te perjashtuar me pare nga një takse ose tarife ne vend te ose para rishitjes, Klienti do te beje kthimin dhe pagesen ne kohe tek autoriteti tatimor te te gjitha taksave te zbatueshme duke perfshire tarifat e mbetjeve/riciklimit te gomave dhe Klienti do te njotoje Michelin per një perdonim te tille dhe do t'i paguaje Michelin çdo takse te zbatueshme per Produktet e perjashtuara me pare.
- 8. PAGESAT.**
- 8.1.** Klienti do te paguaje per Produktet ne perputhje me faturen e leshuar nga Michelin per Klientin, ose ne një menyre tjeter qe Michelin mund te percaktoje sipas gjykimit te tij.
- 8.2.** Perveç kur eshte rene dakord ndryshe ndermjet Paleve, pagesat me para ne dore ose çdo lloj tjeter pagese paraprake nga Klienti nuk do te rezultojne ne një zbritje ne çmim.
- 8.3.** Kur pagesa nga Klienti behet me çek ose mjet tjeter te negocieshem, pagesa do te konsiderohet se eshte bere vetem kur çeku ose instrumenti eshte paguar dhe shuma e çekut/instrumentit te negocieshem eshte marre nga Michelin.
- 8.4.** Data e pageses do te jetë data ne te cilen fondet jane kredituar ne llogarine bankare te Michelin te specifikuar ne fature.
- 8.5.** Nese Klienti kundershton ndonje fature te Michelin, ai do te njotoje Michelin per çdo mosmarreveshje/pretendim brenda tridhjete (30) Diteve Kalenderike nga data e fatures ose data e dokumentit te kredise dhe do t'i paguaje Michelin bilancin e kerkueshme per pjesen e fatures qe Klienti nuk e kundershton ne perputhje me kushtet e fatures.
- 8.6.** Pavaresisht nese eshte parashikuar ndryshe ketu, dhe nese nuk ndalohet nga ligji i zbatueshem, Michelin ka te drejtene ne çdo kohe dhe sipas gjykimit te tij te vetem per:
- 8.6.1. te krijuar dhe per te bere modifikime ne kushtet e pageses;
- 8.6.2. te dhene ose te nderpre çdo zgjatje te kredise tregtare te llogarise se hapur per Klientin; dhe
- 8.6.3. te kerkuar nje mandat debitimi te drejtperdrejte, pagese paradhenie, para ne dorezim ose pagese ne para per dergesat, ose garanci te tjera per dergesat.
- 8.7.** Nese Michelin vodos qe shitjet per Klientin duhet te behen me kredi, Michelin rezervon te drejten te kerkoje plotesisht dhe ne menyre diskrecionale çdo kolateral qe mund ta gjykoje te pershtatshme dhe te nevojshme ne perputhje me linjen e kreditit te dhene Klientit, dhe ky kolateral do te ruaje vlefshmerine e tij deri ne perfundimin e tij ose nese marreveshjet e tij ndryshohen dhe

Klienti ka perm bushur siç duhet te gjitha detyrimet e perfshira ne Kontrate.

- 8.8.** Michelin may demand assurances from Customer that payment, in conformity with the provisions of the Contract, shall be forthcoming. Until assurances satisfactory to Michelin are received from Customer, Michelin shall have the right to discontinue or suspend Customer's privileges under the Contract.
- 8.9.** In addition to any right of setoff or recoupment permitted by law, Michelin shall in its sole and absolute discretion have the contractual right to apply:
- 8.9.1. any amounts owed by Michelin or any Affiliate of Michelin (including but not limited to credits, bonuses or rebates earned or payable under any Commercial Programs) to Customer (or any person or entity affiliated with Customer) under other contractual agreements; or
- 8.9.2. any payments made by Customer or credits issued to Customer under any contractual relationship, to reduce any amounts due to Michelin under the Contract.
- 8.10.** Customer shall reimburse Michelin for all charges and costs, including, but not limited to, reasonable attorneys' fees, which Michelin incurs in enforcing the Contract, the Commercial Program or any related agreement including, but not limited to, any security or credit agreement.
- 8.11.** All amounts owed to Michelin by Customer under the Contract, or any other contractual relationship shall become immediately due and payable on termination of the Contract for any reason.
- 9. LATE OR NON-PAYMENT; CHANGE OF FINANCIAL STATUS.**
- 9.1.** **Late or non-payment.** Subject to Section 8.5, Customer's failure to make full payment to Michelin under the Contract by the due date will constitute a material breach of the Contract. Accordingly, without prejudice to any remedies available to Michelin under the Contract and at law, in the event Customer fails to make full payment:
- 9.1.1. Michelin shall be entitled to late payment interest;
- 9.1.2. to the extent permitted by applicable mandatory law, Michelin may in its sole discretion terminate any other contract between the Parties;
- 9.1.3. to the extent permitted by applicable mandatory law, Michelin may at its sole discretion suspend delivery of Products to Customer, cancel undelivered Orders or refuse shipment of any further Products, and/or suspend the performance of any services;
- 9.1.4. to the extent permitted by applicable mandatory law, Customer's authorization to resell the Products will automatically terminate;
- 9.1.5. unless prohibited by applicable mandatory law, Michelin reserves the right to immediately claim the Products, on
- 8.8.** Michelin mund te kerkoi garanci nga Klienti qe pagesa do te e pagueshme, ne perputhje me dispozitat Kontrates. Derisa te jepen garanci te pranueshme per Michelin nga Klienti, Michelin do te kete te drejten te nderprese ose pezulloje privilegjet e Klientit sipas Kontrates.
- 8.9.** Perveç te drejtave te kompensimit ose rimbursimit te parashikuara nga ligji, Michelin ka te drejten kontraktore per te aplikuar ne diskrecionin e tij te vetem dhe absolut:
- 8.9.1. çdo shume qe Michelin ose ndonje Filial i Michelin i detyrohet (duke perfshire, por pa u kufizuar ne kredite, bonuse ose zbritje te fituara ose te pagueshme sipas ndonje Programi Tregtar) Klientit (ose çdo personi ose entiteti te lidhur me Klientin) sipas marreveshjeve te tjera kontraktore; ose
- 8.9.2. çdo pagese te bere nga Klienti ose kredite e leshuara per Klientin sipas çdo marredhenie kontraktore, per te reduktuar çdo shume qe i detyrohet Michelin sipas Kontrates.
- 8.10.** Klienti do te rimbursoje Michelin per te gjitha tarifat dhe kostot, duke perfshire, por pa u kufizuar ne, tarifat e arsyeshme te avokateve, te cilat Michelin i ka bere ne zbatimin e Kontrates, Programit Tregtar ose çdo marreveshje te lidhur, duke perfshire, por pa u kufizuar ne, çdo siguri ose marreveshje kredie.
- 8.11.** Te gjitha pagesat qe Klienti i detyrohet Michelin sipas Kontrates, ose çdo marredhenie tjeter kontraktore do te behen menjehere te kerkueshme dhe te pagueshme pas perfundimit te Kontrates per çfaredo arsy.
- 9. VONESAT OSE MOSPAGESAT; NDRYSHIM I STATUSIT FINANCIAR.**
- 9.1.** **Vonesa ose mspagese.** Ne perputhje me seksionin 8.5, mosberja e pageses se plote nga Klienti tek Michelin sipas Kontrates deri ne daten e caktuar do te perbeje shkelje materiale te Kontrates. Rrjedhimisht, pavaresisht mjeteve juridike te disponueshme per Michelin sipas Kontrates dhe sipas ligjit, ne rast se Klienti nuk bene pagesen e plote:
- 9.1.1. Michelin ka te drejten e interesit te pageses se vonuar;
- 9.1.2. ne masen e lejuar nga ligji i aplikueshem, Michelin mund te perfundoje ne diskrecionin e tij çdo kontrate tjeter ndermjet Paleve;
- 9.1.3. ne masen e lejuar nga ligji i aplikueshem, Michelin mund te pezulloje me diskrecionin e tij dorezimin e Produkteve te Klienti, te anuloje Porosite e padorezuara ose te refuzoje dergesen e çdo Produkti tjeter dhe/ose te pezulloje kryerjen e ndonje sherbimi;
- 9.1.4. ne masen e lejuar nga ligji ligji i aplikueshem, autorizimi i Klientit per te rishitur Produktet do te perfundoje automatikisht;
- 9.1.5. perveç kur ndalohet nga ligji i aplikueshem, Michelin rezervon te drejten per te kerkuar menjehere Produktet,

the understanding that the Products still held by Customer will be presumed to be those that have remained unpaid. All costs of taking back the Products and restoring the Products will be borne by Customer. The return of unpaid Products will be due by the defaulting Customer at its own expense and risk, upon notice from Michelin; and

- 9.1.6.** all amounts owed to Michelin by Customer under the Contract or any other contractual relationship between the Parties shall become immediately due.
- 9.2.** Any acceptance of late payments by Michelin will not alter the Contract or act as a waiver of the payment terms contained herein.
- 9.3.** **Change of financial status.** To the extent permitted by applicable mandatory law, Michelin may suspend delivery of any current Orders, and not resume deliveries if:
- 9.3.1.** insolvency proceedings have been initiated against Customer, and no written agreement has been reached between Customer and Michelin detailing the ongoing delivery of Products; or
- 9.3.2.** Customer's financial situation deteriorates substantially as reasonably determined by Michelin.
- 9.4.** Customer's entitlement to resell the Products, subject in all cases to the terms of Section 3 (Title and Risk) will expire immediately upon such suspension. In such cases, Customer must allow Michelin's agent(s) to take any measures on Customer's premises Michelin deems appropriate and necessary to preserve and enforce the rights Michelin holds in connection with the lien.

10. ETHICS AND COMPLIANCE.

- 10.1.** As of the signature date of the Contract, or the placement of an Order by Customer when the Contract is not signed, each Party undertakes to have or to implement and maintain an anti-bribery and anti-corruption compliance program, adapted to its own situation and able to detect corruption and promote a culture of integrity in its organization. Each Party acknowledges a "zero tolerance" policy regarding bribery and corruption and agrees to comply with applicable laws and regulations regarding the fight against bribery and corruption.
- 10.2.** Each Party agrees to refrain from: (i) offering, promising or giving; and from (ii) attempting or conspiring to offer, promise or give, any undue pecuniary or other advantage, whether directly or through intermediaries, to a public or private official or representative for that official or representative or for a third-party, in order that the official or representative acts or refrains from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage. Michelin may conduct compliance audits on Customer to ensure its compliance with the above commitments.
- 10.3.** In the event Customer fails to comply with the requirements of this Section 10, Customer undertakes to immediately inform Michelin and to attempt to correct the non-compliance within a reasonable
- ne kuptimin qe Produktet ende te mbajtura nga Klienti supozohen se jane ato qe kane mbetur te papaguara. Te gjitha kostot e kthimit te Produkteve dhe rikthimit te Produkteve do te perballohen nga Klienti. Kthimi i Produkteve te papaguara do te behet nga Klienti, i cili merr persiper shpenzimet dhe riskun me njoftim nga Michelin; dhe
- 9.1.6.** te gjitha shumat qe Klienti i detyrohet Michelin sipas Kontrates ose çdo marredhenie tjeter kontraktore ndermjet Paleve do te behen menjehere te detyrueshme per tu paguar.
- 9.2.** Çdo pranim i pagesave me vonese nga Michelin nuk do te ndryshoje Kontraten ose nuk do te veproje si heqje dore nga kushtet e pageses te perfshira ketu.
- 9.3. Ndryshimi i gjendjes financiare.** Ne masen e lejuar nga ligji i aplikueshem, Michelin mund te pezulloje dorezimin e çdo Porosie aktuale dhe te mos rifilloje dergesat nese:
- 9.3.1.** procedurat e falimentimit jane nisur kunder Klientit dhe nuk eshte arritur asnjë marreveshje me shkrim ndermjet Klientit dhe Michelin qe detajon dergimin e vazhdueshem te Produkteve; ose
- 9.3.2.** situata financiare e Klientit perkeqesohet ndjeshem sic percaktohet ne menyre te arsyeshme nga Michelin.
- 9.4.** E drejta e Klientit per te rishitur Produktet, qe ne te gjitha rastet i nenshtrohen kushteve te Seksionit 3 (Titulli dhe Rreziku) do te perfundoje menjehere pas nje pezullimi te tille. Ne raste te tilla, Klienti duhet te lejoje agjentin(et) e Michelin te marrin çdo mase ne ambientet e Klientit qe Michelin i konsideron te pershtatshme dhe te nevojshme per te ruajtur dhe zbatuar te drejtat qe Michelin mban ne lidhje me barren.

10. ETIKA DHE PAJTUESHMERIA.

- 10.1.** Qe nga data e nenshkrimit te Kontrates, ose vendosja e nje Porosie nga Klienti kur Kontrata nuk eshte nenshkruar, secila Pale merr persiper te kete ose te zbatoje dhe te mbaje nje program pajtuesherie kunder ryshfetit dhe kunder korruptionit, i pershtatur me situaten e tij dhe ne gjendje per te zbuluar korruptionin dhe per te promovuar nje kulture integriteti ne organizaten e tij. Secila Pale pranon politiken e "tolerances zero" ne lidhje me ryshfetin dhe korruptionin dhe pranon te respektonte ligjet dhe rregulloret ne fuqi ne lidhje me luften kunder ryshfetit dhe korruptionit.
- 10.2.** Secila Pale pranon te shmang: (i) ofrimin, premtimin ose dhenien; dhe (ii) perpjekjen ose komplotin per te ofruar, premtuar ose dhene, ndonje perfitim te panevojshem monetar ose ndonje avantazh tjeter, drejtperdrejt ose nepermjet ndermjetesve, nje zyrtari publik ose privat ose perfaqesuesi per ate zyrtar ose perfaqesues ose per nje pale te trete, me qellim qe zyrtari ose perfaqesuesi te veproje ose te shmang veprimet ne lidhje me kryerjen e detyrave zyrtare, me qellim qe te fitoje ose te mbaje biznesin ose perfitime te tjera te pahishme. Michelin mund te kryeje auditime te pajtueshmerise per Klientin per te siguruar perputhjen e tij me angazhimet e mesiperme.
- 10.3.** Ne rast se Klienti nuk permbush kerkesat e Seksionit 10, Klienti merr persiper te informoje menjehere Michelin dhe te perpiqet te korrigojo mospertuthjen brenda nje afati te arsyeshem kohor.

timeframe. Notwithstanding the above, Michelin reserves the right to take any appropriate measures to mitigate corruption risk, including termination of the Order, the Contract, and/or any other contractual relationship between the Parties.

10.4. Customer shall comply with and shall require that all of its commercial partners (customers and suppliers) and sub-contractors comply with all applicable laws, statutes, codes and regulations including but not limited to those relating to anti-corruption, anti-bribery, anti-money laundering, fraud, health and safety, environment (as well as avoid any practices that may cause damage to it, especially, but not limited to, regarding any practices that can contribute to the rise in deforestation, burnt land and soil erosion), labor law, human rights, harassment, and discrimination.

10.5. Customer shall conduct its business with integrity, ethics, and transparency, and shall adopt, promote, and comply with fundamental rules in the areas of human rights, labor, environmental, ethics, fraud, anti-bribery, and anti-corruption standards. Michelin makes available to its customers an Ethics Line which they are entitled to use in case of violations of the Michelin Code of Ethics (available at the following link: <https://ethique.michelin.com/en/>) or the anti-corruption compliance program. Alerts can be submitted through the following link: <http://michelingroup.ethicspoint.com/>

11. TRADE RESTRICTIONS AND GROUP POSITIONS.

11.1. Customer shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, transshipment, export, re-transfer, or re-export of the Products, including but not limited to, those relating to 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.

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

11.3. Where Michelin has reasonable cause to suspect that any Product may be or has been supplied, sold, transferred, transshipped, exported, re-transferred, re-exported, otherwise made available to any jurisdiction targeted by relevant 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:

- 11.3.1.** immediately suspend its performance under the Contract or any contractual relationship;
- 11.3.2.** request further information or documentary evidence from Customer, including but not limited to licenses, end user certificates, shipping, or commercial documentation, in order to verify the end use(s) or end user(s) of the Products; or

Pavaresisht nga sa me siper, Michelin rezervon te drejten te marre çdo mase te pershatshme per te zbutur rrezikun e korruptionit, duke perfshire perfundimin e Porosise, kete Kontrate dhe/ose çdo marredhenie tjeter kontraktuale ndermjet Paleve.

10.4. Klienti do te respekoje dhe do te kerkoje qe te gjithe partneret e tij tregtare (klientet dhe furnitoret) dhe nenkontraktoret te jene ne perputhje me te gjitha ligjet, statutet, kodet dhe rregulloret ne fuqi duke perfshire por pa u kufizuar ne ato qe kane te bejne me antikorruptionin, kunder ryshfetin, pastrimin e parave, mashtrimin, shendetin dhe sigurine, mjedisin (si dhe shmangia e çdo praktike qe mund ta demtoje ate, veçanerisht, por pa u kufizuar, ne lidhje me çdo praktike qe mund te kontribuoje ne rritjen e shpyllezimit, tokave te djegura dhe erozionit te tokes), ligjit te punes, te drejtat e njeriut, ngacmimit dhe diskriminimit.

10.5. Klienti do te drejoje biznesin e tij me integritet, etike dhe transparence dhe duhet te miratoje, promovoje dhe respekoje rregullat themelore ne fushat e te drejtave te njeriut, punes, mjedisit, etikes, mashtrimit, anti-ryshfetit dhe standardeve kunder korruptionit. Michelin ve ne dispozicion te klienteve te saj nje Linje Etike te cilin ata kane te drejte ta perdonin ne rast te shkeljeve te Kodit te Etikes Michelin (e disponueshme ne linkun e meposhtm: <https://ethique.michelin.com/en/>) ose programi i pajtuesherise kunder korruptionit. Njoftimet mund te dorezohen permes linkut se meposhtm: <http://michelingroup.ethicspoint.com/>

11. KUFIZIMET TREGTARE DHE POZICIONET E GRUPIT.

11.1. Klienti duhet te jete ne perputhje me te gjitha ligjet dhe rregulloret ne fuqi ne lidhje me furnizimin, shitjen, transferimin, *transshipment*, eksportin, ritransferimin ose rieksportin e Produkteve, duke perfshire por pa u kufizuar ne ato qe kane te bejne me Kufizimet Tregtare. Per te shmangur dyshimet, te gjitha ligjet dhe rregulloret e zbatueshme mund te perfshijnë ato qe vijnë nga Kombet e Bashkuara, Bashkimi Evropian, OSCE-ja ose Shtetet e Bashkuara te Amerikes.

11.2. Klienti nuk do te shkaktoje qe Michelin, qofte drejtperdrejt apo terthorazi, te trezikoje ndonje shkelje te mundshme te ndonje Kufizimi Tregtar te zbatueshem. Per me teper, Klienti nuk do te furnizoje, shese, transferoje, *transship*, eksportoje, ritransferoje, rieksportoje, ose te vere ne dispozicion ose te perdore ndonje Produkt te mundesuar nga Michelin per te anashkaluar, evituar ose shmangur çdo Kufizim Tregtar te zbatueshem.

11.3. Kur Michelin ka arsyeshme per te dyshuar se ndonje Produkt mund te jete ose eshte furnizuar, shitur, transferuar, *transshipped*, eksportuar, ritransferuar, rieksportuar, ose eshte vene ne dispozicion te çdo juridikzioni te synuar nga Kufizimet perkatese Tregtare, ose nje Person i Kufizuar, ose per çdo perdonim, qellim ose aktivitet i cili eshte i ndaluar ose i kufizuar ndryshe sipas Kufizimeve Tregtare, Michelin rezervon te drejten per:

- 11.3.1.** te pezulloje menjehere perm bushjen sipas kesaj Kontrate ose çdo marredhenie kontraktore;
- 11.3.2.** kerkoje informacione te metejshme ose prova shkresore nga Klienti, duke perfshire, por pa u kufizuar ne licencat, certifikatat e perdonuesit fundor, transportin ose dokumentacionin tregtar, ne menyre qe te verifikoje

perdorimin ose perdoruesit perfundimtare te Produkteve; ose

- 11.3.3.** take any other appropriate measures regarding its commercial relationship with Customer.
- 11.4.** Customer certifies that, as of the date hereof, neither Customer, nor any of Customer's group companies, nor any of their respective directors or officers is a Restricted Person. Customer shall immediately notify Michelin if any of the abovementioned Customer, Customer group companies, directors, or officers becomes a Restricted Person.
- 11.5. Sanctions & Export Control regarding Russia, Belarus, and Sanctioned Regions of Ukraine (Crimea region and the oblasts of Donetsk, Kherson, Luhansk and Zaporizhzhia or any other regions of Ukraine which may become sanctioned in the future):**
- 11.5.1. Customer shall not sell, export or re-export, transit, directly or indirectly, to, within or through, or for use in Russia or Belarus or Sanctioned Regions of Ukraine, any goods or technologies supplied under or in connection with this Contract that fall within the scope of applicable sanctions regimes imposed by relevant jurisdictions (notably United States of America, European Union, Canada, United Kingdom) applicable to the above listed territories. Customer shall not take any action that may expose Michelin Group entities or employees to potential liability under the same sanctions measures. For the avoidance of any doubt, Customer receiving U.S.-sourced/U.S. jurisdiction products is prohibited from directly and indirectly exporting them to, reexporting them to, transferring them within or through, or for use in the above listed countries and territories.
- 11.5.2. Customer shall undertake its best efforts to ensure that the purpose of Sub-Section 11.5.1. is complied with by any third parties further down the commercial chain, including by possible resellers.
- 11.5.3. Customer shall set up and maintain an adequate monitoring mechanism to detect any conduct by any third parties further down the commercial chain, including by possible resellers, that would contravene the objective of Sub-Section 11.5.1. Customer is also aware of the potential punitive legal risks related to circumventing the sanctions imposed against these countries or regions by using third countries which do not impose sanctions against these countries or regions. In consequence, Customer shall undertake to carry out appropriate due diligence, including detection of red flags, on the use of or trade of any Michelin Group products or services, to avoid involving any products, services, companies or employees of the Michelin Group in a transaction or activity which may expose them to potential liability under applicable sanctions regimes.
- 11.5.4. Any violation of Sub-Sections 11.5.1, 11.5.2. or 11.5.3. shall constitute a material breach of an essential element of the Contract, and Michelin shall be entitled to seek appropriate remedies, and take appropriate actions, including, but not limited to:
- 11.3.3. te marre çdo mase tjeter te pershatshme ne lidhje me marredheniet e tij tregtar me Klientin.
- 11.4.** Klienti verteton se, qe nga kjo date, as Klienti, as ndonje nga shoqerite e grupit te Klientit, as ndonje nga drejtoret ose zyrtaret e tyre perkates nuk eshte Person i Kufizuar. Klienti duhet te njoftoje menjehere Michelin nese ndonje nga Klientet e lartpermendur, shoqerite, drejtoret ose zyrtaret e grupit te Klienteve behet Person i Kufizuar.
- 11.5. Sanksionet dhe Kontrolli i Eksporteve ne lidhje me Rusine, Bjellorusine dhe Rajonet e Sanksionuara te Ukraines (Rajoni i Krimese dhe Rajonet e Donetsk, Kherson, Luhansk dhe Zaporizhzhia ose çdo rajon tjeter te Ukraines qe mund te sanksionohet ne te ardhmen):**
- 11.5.1.** Klienti nuk do te shese, eksportoje ose rieksportoje, te kaloj tranzit, drejtperdrejt ose terthorazi, ne, brenda ose nepermjet, ose per perdorim ne Rusi ose Bjellorusi ose ne Rajonet e Sanksionuara te Ukraines, asnje mall ose teknologji te furnizuar sipas ose ne lidhje me kete Kontrate qe bie brenda fushes se regjimeve te zbatueshme te sanksioneve te vendosura nga juridiksonet perkatese (veçanerisht Shtetet e Bashkuara te Amerikes, Bashkimi Evropian, Kanadaja, Mbreteria e Bashkuar) te zbatueshme per territoret e listuara me siper. Klienti nuk do te ndermarre asnjë veprim qe mund te ekspozoje subjektet ose punemarresit e Grupit Michelin ndaj pergjegjesive te mundshme sipas te njejtave masa sanksionesh. Per shmangjen e çdo dyshimi, Klienti qe merr produkte me burim nga SHBA/ nga juridikzioni i SHBA-se eshte i ndaluar t'i eksportoje drejtperdrejt dhe terthorazi ato, t'i rieksportoje, t'i transferoje brenda ose nepermjet ose per perdorim ne vendet dhe territoret e listuara me siper.
- 11.5.2.** Klienti do te beje perpjekjet e tij me te mira per te siguruar qe qellimi i Nen-Seksionit 11.5.1. respektohet nga çdo pale e trete me tej ne zinxhirin tregtar, duke perfshire nga rishitesit e mundshem.
- 11.5.3.** Klienti duhet te krijoje dhe te mbaje nje mekanizem te pershatshem monitorimi per te zbuluar çdo sjellje nga ndonje pale e trete me tej ne zinxhirin tregtar, duke perfshire edhe nga rishitesit e mundshem, qe do te binte ndesh me objektivin e Nen-Seksionit 11.5.1. Klienti eshte gjithashtu i vetedijshem per rreziqet e mundshme ndeshkuese ligjore qe lidhen me anashkalimin e sanksioneve te vendosura ndaj ketyre vendeve ose rajoneve duke perdonur vende te treta te cilat nuk vendosin sanksione ndaj ketyre vendeve ose rajoneve. Si pasoj, Klienti do te marre persiper te kryeje kujdesin e duhur, duke perfshire identifikimin shenjave paralajmeruese, mbi perdonimin ose tregtimin e çdo produkti ose sherbimi te Grupit Michelin, per te shmangur perfshirjen e çdo produkti, sherbimi, shoqerje ose punemarresi te Grupit Michelin ne nje transaksion ose aktivitet qe mund t'i ekspozoje ata ndaj pergjegjesive te mundshme sipas regjimeve te zbatueshme te sanksioneve.
- 11.5.4.** Çdo shkelje e Nen-Seksioneve 11.5.1, 11.5.2. ose 11.5.3. do te perbeje nje shkelje materiale te nje elementi thelbesor te Kontrates dhe Michelin do te kete te drejte te kerkjo vendosjen masa te pershatshme dhe te ndermarre veprimet e nevojshme, duke perfshire, por pa u kufizuar ne:

- immediate suspension of the Contract; and/or
- immediate termination of this Contract; and
- a penalty of up to 100% of (i) the total value of the Contract or (ii) the price of the goods and services sold or exported, whichever is higher.

11.5.5. Customer shall immediately inform Michelin of any information or knowledge that indicates non-compliance with Sub-Sections 11.5.1, 11.5.2. or 11.5.3, including notably any relevant activities by third parties that may contravene the purpose of Sub-Section 11.5.1. Customer shall make available to Michelin any information concerning compliance with the obligations under Sub-Sections 11.5.1, 11.5.2. and 11.5.3. as soon as reasonably practicable of the written request of such information.

11.6. Customer 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 non-compliance with Trade Restrictions or Michelin Group Positions by Customer. Customer shall be responsible for any act or omission of Customer, its officers, employees, Affiliates, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Section 11.

11.7. Customer shall respect the Michelin Group Positions, which may contain more restrictive provisions than the Trade Restrictions defined herein.

12. TERMINATION.

12.1. Termination for convenience. Without affecting any other right or remedy available to it, and to the extent permitted by applicable mandatory law, Michelin may terminate the Contract without cause, at any time without charge, upon thirty (30) Calendar Days' prior written notice of such termination to Customer.

12.2. Termination for material breach. Without affecting any other right or remedy available to Michelin, if Customer materially breaches its obligations under the Contract, Michelin may terminate the Contract and any other contractual relationship with immediate effect by giving written notice to Customer:

12.2.1. if Customer fails to remedy such material breach within fourteen (14) Calendar Days of being notified in writing by Michelin to do so; or

12.2.2. where Customer's material breach is incapable of remedy, as determined by Michelin in its sole discretion.

12.3. Termination for dissolution. Either Party may terminate the Contract and/or any other contractual relationship between the Parties, immediately without notice in the event of dissolution of either Party, whether by operation of law or otherwise.

12.4. Termination for bankruptcy. To the extent permitted by applicable mandatory law, either Party may terminate the Contract and/or any other contractual relationship between the Parties, immediately without notice if, in the opinion of the terminating

- pezullimin e menjehershem te Kontrates; dhe/ose
- perfundimin e menjehershem te kesaj Kontrate; dhe
- nje gjobe deri ne 100% te (i) vleres totale te Kontrates ose (ii) çmimit te mallrave dhe sherbimeve te shitura ose te eksportuara, cilado qofte me e larte.

11.5.5. Klienti duhet te informoje menjehere Michelin per çdo informacion ose njohuri qe tregon mosperputhje me Nen-Seksonet 11.5.1, 11.5.2. ose 11.5.3, duke perfshire veçanerisht çdo aktivitet perkates nga palet e treta qe mund te bien ndesh me qellimin e Nen-Seksonit 11.5.1. Klienti do te vere ne dispozicion te Michelin çdo informacion ne lidhje me respektimin e detyrimeve sipas Sen-Seksoneve 11.5.1, 11.5.2. dhe 11.5.3. sa me shpejt qe eshte e arsyeshme pas kerkeses me shkrim per keto informacione.

11.6. Klienti do te demshperbleje dhe do te mbaje te pademtuar Michelin nga dhe kunder çdo humbjeje, kostoje, pretendimi, veprimi, demei, detyrimi dhe shpenzimi, duke perfshire tarifat e avokateve, çdo shpenzim te çeshtjes gjyqesore ose zgjidhjeje, dhe kostot gjyqesore, qe rrjedhin nga çdo mosperputhje me kufizime tregtare ose pozicione te grupit Michelin sipas Klientit. Klienti eshte persegjegjes per çdo veprim ose mosveprim te Klientit, oficerave, punemarresve, Filialeve, agjenteve, furnitoreve ose nenkontratoreve ne çdo nivel, ne permbushjen e ndonje prej detyrimeve te tij sipas Seksioni 11.

11.7. Klienti duhet te respektoje Pozicionet e Grupit Michelin, te cilat mund te permbajne dispozita me kufizuese sesa Kufizimet Tregtare te percaktuara ketu.

12. ZGJIDHJA.

12.1. Zgjidhja pa shkak. Pa ndikuar ne ndonje te drejte ose mjet tjeter juridik ne dispozicion te tij, dhe per aq sa e lejon ligji i aplikueshem, Michelin mund te zgjidhe kete Kontrate pa shkak, ne çdo kohe pa pagese, pas njoftimit te Klientit me shkrim prej tridhjete (30) Ditesh Kalendarike per nje perfundim te tille.

12.2. Zgjidhja per shkelje materiale. Pa ndikuar ne asnje te drejte ose mjet tjeter juridik ne dispozicion te Michelin, nese Klienti shkel materialisht detyrimet e tij sipas kesaj Kontrate, Michelin mund te zgjidhe kete Kontrate dhe çdo marredhenie tjeter kontraktore me efekt te menjehershem duke njoftuar me shkrim Klientin:

12.2.1. nese Klienti nuk arrin te korrigjoje nje shkelje te tille materiale brenda katermbedhjete (14) Diteve Kalendarike pasi eshte njoftuar me shkrim nga Michelin per ta bere kete; ose

12.2.2. kur shkelja materiale e Klientit nuk mund te korrigojet, siç percaktohet nga Michelin sipas gjykimit te saj.

12.3. Zgjidhja per shkak te likujdimit. Secila Pale mund te zgjidhe kete Kontrate dhe/ose çdo marredhenie tjeter kontraktore ndermjet Paleve, menjehere pa njoftim ne rast likujdimi te seciles Pale, qofte ne baze te ligjt apo ndryshe.

12.4. Zgjidhja per shkak te falimenti. Ne masen e lejuar nga ligji i zbatueshem, secila Pale mund te zgjidhe kete Kontrate dhe/ose çdo marredhenie tjeter kontraktore ndermjet Paleve, menjehere pa paralajmerim, nese, sipas mendimit te Pales qe inicion zgjidhjen,

Party, the other Party, its principle, or any owner or guarantor of that Party's business becomes insolvent or is likely to become insolvent.

Pala tjeter, ne parim, ose çdo pronar ose garantues i biznesit te asaj Pale falimenton ose ka te ngjare te falimentoje.

12.5. Michelin's right to terminate for change of Control or assignment. Michelin may terminate the Contract and/or any other contractual relationship between the Parties immediately upon:

- 12.5.1.** any change of Control of Customer, as defined by applicable law, unless prior to the occurrence of such change of Control, Michelin is notified of the change in writing and gives written approval; or
- 12.5.2.** any attempted assignment by Customer of the Contract or any right or interest arising from the Contract without the prior written consent of Michelin.

12.6. Effects of termination. Upon termination of the Contract for any reason whatsoever, Customer shall immediately refrain from using the Marks in any form whatsoever, without prejudice to Customer's right to sell Products in its inventory on the date of termination of the Contract.

12.7. Customer undertakes that, within thirty (30) Calendar Days of termination of the Contract for any reason, it shall remove and return to Michelin all signboards comprising any Marks in any locations and all documents provided to it by Michelin. All powers are hereby granted to Michelin to proceed with any such dismantling after the end of the identified period at Customer's cost.

12.8. All sums owing by Customer to Michelin or vice versa shall become immediately due and payable. To ensure prompt payment, each Party agrees to cooperate and work with the other in determining and processing all such amounts due. Michelin shall have the right to apply any amounts owed by Michelin or any Affiliate (including but not limited to credits, bonuses or rebates earned or payable under the Contract) to Customer (or any person or entity affiliated with Customer) in reduction of any amounts due to Michelin.

13. CONFIDENTIALITY.

13.1. Subject to Section 13.4 below, each Party agrees that it will not disclose to any person any Confidential Information of, or relating to, the other Party which has been disclosed to it or which has come into its possession as a result of the execution of the Contract or other contractual relationship between the Parties for the duration of the Contract or other contractual relationship between the Parties and for an additional period of two (2) years from termination of the abovementioned contractual relationships between the Parties.

13.2. Confidential Information may only be used by each Party to fulfill the purpose of the Contract and may only be shared with employees, Affiliates, and agents of the Parties in furtherance of the purpose of the Contract. For the avoidance of doubt and pursuant to applicable antitrust rules and regulations, distributors are considered as third parties and thereby excluded from the definition of Affiliate for the purposes of this Section 13.

12.5. E drejta e Michelin per te zgjidhur per shkak te ndryshimit te Kontrollit ose trasnferimit. Michelin mund te zgjidhe kete Kontrate dhe/ose çdo marredhenie tjeter kontraktore ndermjet Paleve menjehere pas:

12.5.1. çdo ndryshimi te Kontrollit te Klientit, siç percaktohet nga ligji ne fuqi, perveç rastit kur perpara ndodhjes se nje ndryshimi te tille, Michelin njoftohet me shkrim per ndryshimin dhe jep miratimin me shkrim; ose

12.5.2. çdo tentative per transferim te kesaj Kontrate nga Klienti ose ndonje te drejtë apo interes qe rrjedh nga kjo Kontrate pa pellqimin paraprak me shkrim te Michelin.

12.6. Efektet e zgjidhjes. Pas zgjidhjes te kesaj Kontrate per çfaredo arsy, Klienti do te shmange menjehere perdonimin e Markave ne çfaredo forme, pa cenuar te drejten e Klientit per te shitur Produktet ne inventarin e tij ne daten e zgjidhjes se kesaj Kontrate.

12.7. Klienti merr persiper qe, brenda tridhjete (30) Diteve Kalendarike nga zgjidhja e ke kesaj Kontrate per çfaredo arsy, do te heqë dhe do t'i ktheje Michelin te gjitha tabelat qe permbajne çdo Marke ne çdo vendndodhje dhe te gjitha dokumentet e ofruara nga Michelin. Te gjitha kompetencat i jepen Michelin per te vazhduar me çdo çmontim te tille pas perfundimit te periudhes se identifikuar me koston e Klientit.

12.8. Te gjitha shumat qe Klienti i detyrohet Michelin-it ose anasjelltas do te behen menjehere te kerkueshme dhe te pagueshme. Per te siguruar pagesen e menjershme, secila Pale bie dakord te bashkepunoje dhe te punoje me tjetren ne percaktimin dhe perpunimin e te gjitha shumave te tilla. Michelin do te kete te drejte te aplikojë çdo shume qe i detyrohet Michelin ose ndonje Filialin (perfshire por pa u kufizuar ne kredite, bonuse ose zbritje te fituara ose te pagueshme sipas kesaj Kontrate) per Klientin (ose çdo person ose ent te lidhur me Klientin) ne zbritje te çdo shume qe i detyrohet Michelin.

13. KONFIDENCIALITETI.

13.1. Ne perputhje me Seksionin 13.4 me poshte, secila Pale bie dakord qe nuk do t'i zbulojë asnjë personi asnjë Informacion Konfidential ne lidhje me Palen tjeter qe i eshte vene ne dijeni si rezultat i permbushjes se kesaj Kontrate ose marredhenie te tjera kontraktuale ndermjet Paleve per kohezgjatjen e kesaj Kontrate ose marredhenie te tjera kontraktuale ndermjet Paleve dhe per nje periudhe prej dy (2) vjetesh nga perfundimi i marredhenieve kontraktuale te lartpermendura ndermjet Paleve.

13.2. Informacioni Konfidential mund te perdoret vetem nga secila Pale per te permbushur qellimin e kesaj Kontrate dhe mund te ndahet vetem me punonjesit, Filialat dhe agjentet e Paleve per te mbeshtetur qellimin e kesaj Kontrate. Per te shmangur dyshimet dhe ne perputhje me rregullat dhe rregulloret e zbatueshme antitrust, shperndaresit konsiderohen si pale te treta dhe ne kete menyre perjashtohen nga perkufizimi i Filialit per qellimet e ketij Seksioni 13.

13.3. Each Party will protect the Confidential Information using the same degree of care it employs for its own similar information, but in any case, not less than a reasonable degree of care.

13.4. Nothing in the Contract shall prohibit disclosure of information which: (i) is already in the public domain; (ii) becomes part of the public domain after disclosure to the receiving Party other than as a result of a wrongful act of such Party; (iii) is received from a third party providing that it was not acquired directly or indirectly by such third party from the receiving Party; or (iv) is required to be disclosed by law or any governmental or regulatory body or agency.

14. PRODUCT WARRANTY AND RECALL.

14.1. General. Michelin will comply with mandatory local laws and the limited warranty statements provided with the Products or otherwise made available to Customer.

14.2. Unless stated otherwise in the relevant Product warranty document, the Product warranty will begin from the date the Products are delivered to Customer.

14.3. To the extent applicable, Customer undertakes to be the intermediary with respect to claims by its end users/customers, and Michelin will engage directly with Customer with respect to any warranty claims.

14.4. The Product warranty will not apply to any claim or complaint based on circumstances arising from Customer's handling, assembly, commissioning, use or service of the Products in a manner that is not consistent with the Contract or Michelin's product information.

14.5. Product recall. Customer and Michelin agree to comply and follow relevant mandatory laws applicable with regard to procedures and requirements of a Product recall.

15. LIMITATION OF LIABILITY.

15.1. Regardless of the basis for liability, any claims for compensation made by Customer will be subject to the limitations stated in this Section 15.

15.2. To the extent permitted by applicable mandatory law, Michelin shall not be liable for any loss, damages or penalties incurred by Customer:

15.2.1. arising from any delay, failure, or inability to supply or deliver any Products, including, but not limited to any shortage of raw materials; or

15.2.2. arising from or in connection with the fulfilment of Customer's obligations towards third parties.

15.3. LIMITATION OF LIABILITY. SUBJECT TO SECTION 15.4 (DISCLAIMER) BELOW, AND UNLESS OTHERWISE PROHIBITED BY APPLICABLE MANDATORY LAW, MICHELIN'S TOTAL LIABILITY TO CUSTOMER FOR ALL DIRECT DAMAGES INCURRED BY CUSTOMER UNDER THE CONTRACT SHALL NOT EXCEED THE ACTUAL DAMAGES SUFFERED BY CUSTOMER WHICH IN ANY EVENT IS LIMITED TO THE TOTAL AMOUNT INVOICED

13.3. Secila Pale do te mbroje Informacionin Konfidential duke perdonur te njejten shkalle kujdesi qe perdon per informacionin e saj te ngjashem, por ne çdo rast, jo me pak se nje shkalle e arsyeshme kujdesi.

13.4. Asje ne kete Kontrate nuk do te ndaloje zbulimin e informacionit qe: (i) eshte tashme publik; (ii) behet publik pas zbulimit tek Pala pritese, me perjshtim te rastit te shkeljeve te Pales; (iii) eshte marre nga nje pale e trete me kusht qe te mos jete fituar direkt apo indirekt nga kjo pale e trete nga pala marrese; ose (iv) kerkohet te zbulohet me ligj ose nga ndonje organ apo agjenci qeveritare ose regjulator.

14. GARANCIA E PRODUKTIT DHE HEQJA NGA TREGU.

14.1. Te pergjithshme. Michelin do te permbushe e zbatoje ligjet dhe deklaratat e garancise te ofruar ne lidhje me Produktet te vena ne dispozicion te Klientit.

14.2. Pervec kur percaktohet ndryshe ne dokumentin perkates te garancise se Produktit, garancia e Produktit do te filloje nga data kur Produktet i dorezohen Klientit.

14.3. Per aq sa eshte e zbatueshme, Klienti merr persiper te jetë ndermjetes ne lidhje me pretendimet nga perdonuesit/klientet e tij fundore dhe Michelin do te angazhohet drejtperdrejt me Klientin ne lidhje me çdo pretendim garancie.

14.4. Garancia e Produktit nuk do te zbatohet per ndonje pretendim ose ankesa per rastet qe lidhen me trajtimin, montimin, venien ne pune, perdonimin ose sherbinin e Produkteve nga Klienti ne nje menyre qe nuk eshte ne perputhje me kete Kontrate ose me informacionin e produktit te Michelin.

14.5. Heqja nga Tregu. Klienti dhe Michelin bien dakord te respektojne dhe te zbatojnë ligjet perkatese ne lidhje me procedurat dhe kerkesat e heqjes nga tregu te Produktit.

15. KUFIZIMI I PERGJEGJESISE.

15.1. Pavaresisht nga baza e pergjegjesise, çdo pretendim i Klientit per demshperblim do ti nenshtrohet kufizimeve te percaktuara ne Seksionin 15.

15.2. Per aq sa lejohet nga ligji, Michelin nuk do te jetë pergjegjes per çdo humbje, demtim ose gjobe te shkaktuar nga Klienti:

15.2.1. qe vjen nga çdo vonese, mosveprim ose pamundesi per te furnizuar ose shperndare ndonje Produkt, duke perfshire, por pa u kufizuar ne çdo mungese te lendeve te para; ose

15.2.2. qe rrjedhin ose ne lidhje me permbushjen e detyrimeve te Klientit ndaj paleve te treta.

15.3. KUFIZIMI I PERGJEGJESISE. NE VARESI TE SEKSIONIT 15.4 (DEKLARATE) ME POSHTE, DHE PERVEC KUR NDALOHET NGA LIGJI, PERGJEGJESIA E MICHELIN NDAJ Klientit PER TE GJITHA DEMET DIREKTE TE SHAKTUARA NGA Klienti SIPAS KESAJ KONTRATE NUK DO TE TEJKALOJE DEMET EFEKTIVE TE PESUARA NGA Klienti I CILI NE ÇDO RAST ESHTE KUFIZUAR NE SHUMEN TOTALE TE FATUAR NGAN MICHELIN

BY MICHELIN TO CUSTOMER FOR THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, TREBLE, PUNITIVE, MULTIPLE OR ENHANCED DAMAGES, OR FOR LOST PROFITS, LOST REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THE CONTRACT OR EITHER PARTY'S PERFORMANCE HEREUNDER.

15.4. DISCLAIMER. MICHELIN DOES NOT WARRANT THAT ANY ONLINE PLATFORM USED TO ORDER PRODUCTS (OR ANY DATA OR INFORMATION MADE AVAILABLE THROUGH SUCH PLATFORM) WILL BE UNINTERRUPTED, SECURE, ACCURATE, COMPLETE, ERROR FREE, FREE OF VIRUSES OR HARMFUL CODE OR COMPATIBLE WITH OR WORK WITH OTHER SYSTEMS, SOFTWARE OR SERVICES; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM.

15.5. The limitation of liability set out in this Section 15 shall not apply to:

- 15.5.1.** death or bodily injury caused by the intentional acts or gross negligence of Michelin;
- 15.5.2.** damages arising directly from fraud or willful repudiation of the Contract by Michelin;
- 15.5.3.** any other liability that may not be excluded or limited under applicable mandatory law; or
- 15.5.4.** a Party's obligation to indemnify and defend the other against certain third-party claims.

15.6. Limitation of Action. To the extent permitted by applicable mandatory law, no suit or claim based on any legal claim, regardless of form, arising out of or in any way connected with the Contract, may be brought by Customer (or any party claiming by, through, or under Customer) more than one (1) year after the event giving rise to such claim.

16. INDEMNITY.

16.1. Indemnification by Customer. Customer shall indemnify Michelin against any losses, damages, liabilities, claims, costs, or out-of-pocket expenses (including any legal fees) incurred by Michelin in connection with the Contract and/or other contractual relationship between the Parties, including but not limited to:

- 16.1.1.** any use, misuse, distribution or redistribution or other actions taken (or not taken) by Customer, its officers, employees, Affiliates, agents, suppliers, or subcontractors;
- 16.1.2.** Customer's failure to obtain the relevant business permits, licenses and/or approvals;
- 16.1.3.** Customer's failure to promptly pay any sales, excise, income, or other tax, or from Customer's failure to correctly file any required tax returns; and/or

PERKUNDREJT Klientit per Dymbedhjete (12) muaj para dates se demit te pesuar. Ne ASNJE RAST ASNJE PALE NUK DO TE JETE PERGJEGJESE NDAJ PALES TJETER PER DEME TE ARDHSHME, INDIREKTE, APO FITIM TE MUNGUAR, SI REZULTAT PERMBUSHJES TE KESAJ KONTRATE.

15.4. DEKLARATE. MICHELIN NUK GARANTON QE ASNJE PLATORME ONLINE E PERDORUR PER TE POROSITUR PRODUKTET (OSE CDO E DHENE OSE INFORMACION I VENE NE DISPOZICION NE KETE PLATORME) DO TE JETE I PANDERPRERE, I SIGURTE, I SAKTE, I PLOTE, I PASTER NGA VITUSET OSE KODE TE DEMSHME OSE I PERSHTATSHEM PER SISTEME TE TJERA, SOFTWARE APO SHERBIME; PO ASHTU NUK GARANTON REZULTATET QE MUND TE ARRIVEN NGA PERDORIMI I KESAJ PLATORME.

15.5. Kufizimi i perjegjesise i percaktuar ne kete seksion 15 nuk do te zbatohet per:

- 15.5.1.** vdekjen ose lendimin trupor i shkaktuar nga veprimet e qellimshme ose nga pakujdesia e rende e Michelin;
- 15.5.2.** demet qe rrjedhin drejtperdrejt nga mashtimi ose refuzimi i qellimshem i kesaj Kontrate nga Michelin;
- 15.5.3.** çdo perjegjesi tjeter qe nuk mund te perjashtohet ose kufizohet sipas ligjit te detyrueshem ne fuqi; ose
- 15.5.4.** detyrimi i nje Pale per te zhdemtuar dhe mbrojtur tjetrin kunder disa pretendimeve te paleve te treta.

15.6. Kufizimi i Veprimit. Ne masen e lejuar nga ligji, asnje padi ose pretendim i bazuar ne ndonje pretendim ligjor, pavaresisht nga forma, qe rrjedh nga ose lidhet ne ndonje menyre me kete Kontrate, nuk mund te ngrihet nga Klienti (ose ndonje pale qe pretendon nga, nepermjet, ose per Klientin) me shume se nje (1) vit pas ngjarjes qe shkaktoi nje pretendim te tille.

16. DEMSHPERBLIMI.

16.1. Demshperblimi nga Klienti. Klienti do te demshperbleje Michelin kunder çdo humbeje, demi, detyrimi, pretendimi, kostoje ose shpenzimi nga xhepi (duke perfshire çdo tarife ligjore) te shkaktuar nga Michelin ne lidhje me kete Kontrate dhe/ose marredhenie te tjera kontraktuale midis Paleve, duke perfshire, por pa u kufizuar ne:

- 16.1.1.** çdo perdonim, keqperdonim, shperndarje ose rishperndarje ose veprime te tjera te ndermarra (ose jo) nga Klienti, oficeret e tij, punonjesit, Filialer, agjentet, furnitoret ose nenkontraktoret;
- 16.1.2.** Deshtimi i Klientit per te marre lejet perkatese te biznesit, licencat dhe/ose miratimet;
- 16.1.3.** Deshtimi i Klientit per te paguar menjehere çdo shitje, akcize, te ardhur ose takse tjeter, ose nga deshtimi i

- 16.1.4.** Customer's breach of the Contract and/or any other contractual relationship between the Parties,

except to the extent such losses are caused by the fraud, gross negligence, or willful misconduct of Michelin in the performance of its obligations under the Contract and any other contractual relationship.

16.2. Intellectual Property Indemnification. Michelin shall indemnify Customer against any losses, damages, liabilities, claims, costs, or out-of-pocket expenses (including any legal fees) incurred by Customer arising from any claim or suit alleging that the use of the Marks or the sale of the Products infringes any trademark, copyright, or patent of third parties, provided however that:

- 16.2.1.** this Section 16 does not cover, and Michelin has no obligation hereunder for, infringement claims or suits arising from Customer's failure to use the Marks or Products in accordance with the Contract or other contractual relationship; and

- 16.2.2.** Customer shall provide Michelin with prompt notice of the claim or suit giving rise to such obligation; and

- 16.2.3.** Michelin shall have the sole control of the defense and of all negotiations for settlement of such claim or suit. Customer shall cooperate with Michelin in the defense or settlement of any such claim or suit.

16.3. If a claim or suit for which Michelin is required to indemnify Customer under this Section 16 is brought or is likely to be brought, Michelin may require Customer to immediately discontinue the use of the Marks and/or the sale of the Products and Customer shall comply with such requirement.

16.4. Customer shall indemnify Michelin against any losses, damages, liabilities, claims, costs, or out-of-pocket expenses (including any legal fees) incurred by Michelin arising from any claim or suit alleging that the use of Customer Data in compliance with the Contract infringes any trademark, copyright, patent of third parties or another intellectual property right.

16.5. THIS SECTION 16 STATES EACH PARTY'S ENTIRE POTENTIAL LIABILITY AND THE OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY FOR THIRD PARTY CLAIMS OR SUITS BASED ON AN INFRINGEMENT OF SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

16.6. This Section 16 shall survive termination of the Contract.

17. USE OF CUSTOMER DATA AND DATA PROTECTION.

17.1. CUSTOMER DATA.

17.1.1. Customer Warranties. Customer represents and warrants that any and all Customer Data provided and/or uploaded to

Klientit per te dorezuar sakte çdo deklarate tatinore te kerkuar; dhe/ose

- 16.1.4.** Shkelja e kesaj Kontrate nga Klienti dhe/ose çdo marredhenie tjeter kontraktuale ndermjet Paleve,

perveç ne masen kur keto humbje jane shkaktuar nga mashtimi, neglizhencë e rende ose sjellja e gabuar e qellimshme e michelin ne permbushjen e detyrimeve te tij sipas kesaj Kontrate dhe çdo marredhenie tjeter kontraktuale.

16.2. Demshperblimi i pronesise intelektuale. Michelin do te demshperbleje Klientin kunder çdo humbjeje, dem, detyrim, pretendim, kosto, ose shpenzime te dala nga xhepi (duke perfshire çdo tarife ligjore) te shkaktuar nga Klienti qe rrjedhin nga çdo pretendim ose padi qe supozon se perdonimi i Markave ose shitja e Produktet shkelin çdo marke tregtare, te drejtë e autorit ose patente te paleve te treta, me kusht qe:

- 16.2.1.** ky Seksion 16 nuk mbulon, dhe Michelin nuk ka asnje detyrim sipas kesaj, per pretendimet ose padite per shkelje qe lindin nga deshtimi i Klientit per te perdonur Markat ose Produktet ne perputhje me kete Kontrate ose marredhenie te tjera kontraktuale; dhe

- 16.2.2.** Klienti duhet t'i jape Michelin njoftim te menjehershëm per pretendimin ose padine qe shkakton një detyrim te tille; dhe

- 16.2.3.** Michelin do te kete kontrollin e vetem te mbrojtjes dhe te te gjitha negociatave per zgjidhjen e një pretendimi ose padie te tille. Klienti do te bashkepunoje me Michelin ne mbrojtjen ose zgjidhjen e çdo pretendimi apo padie te tille.

16.3. Nese një kerkese ose padi per te cilën Michelin kerkohet te demshperbleje Klientin sipas ketij Seksioni 16 ngrihet ose ka te ngjare te ngrihet, Michelin mund t'i kerkoje Klientit te nderprese menjehere perdonimin e Markave dhe/ose shitjen e Produkteve dhe Klienti duhet te pajtohet me një kerkese te tille.

16.4. Klienti do te demshperbleje Michelin per çdo humbje, demtim, detyrim, pretendim, kosto ose shpenzim (duke perfshire çdo tarife ligjore) te kryer nga Michelin qe rrjedh nga çdo pretendim ose padi qe pretendon se perdonimi i te Dhenave te Klientit ne perputhje me Kontraten cenon çdo marke tregtare, te drejtë e autorit, patente te paleve te treta ose një te drejtë tjeter te pronesise intelektuale.

16.5. KY SEKSION 16 DEKLARON TE GJITHE PERGJEGJESINE E MUNDSHME TE SECILES PALE DHE MJETIN E VETEM DHE EKSKLUZIV TE PALES TJETER PER PRETENDIMET OSE PADITE E PALEVE TE TRETA BAZUAR NE NJË SHKELJE TE TE DREJTAVE TE PRONESISE INTELEKTUALE TE PALES SE TRETE.

16.6. Ky Seksion 16 do t'i rezistoje perfundimit te kesaj Kontrate.

17. PERDONIMI I TE DHENAVE TE KlientIT DHE MBROJTJA E TE DHENAVE.

17.1 TE DHENAT E KlientIT.

17.1.1. Garancite e Klienteve. Klienti garanton qe çdo dhe te gjitha te Dhenat e Klientit te ofruara dhe/ose te ngarkuara ne

Michelin is true, accurate, current, and complete in all respects.

17.1.2. Right to Use Customer Data. Customer expressly authorizes Michelin and its Affiliates and/or its subcontractors, either directly or indirectly through third party contractors, to store, access, process, copy, run, purge and/or erase Customer Data (including for the avoidance of doubt Customer personal data) stored in a Michelin database to the extent it relates to the Products provided by Michelin and/or to the extent necessary for the implementation of any obligations under the Contract. Similarly, Customer authorizes Michelin and/or its Affiliates and/or subcontractors to purge and/or erase Customer Data that does not present the necessary guarantees in connection with the Products provided by Michelin (or in case of reasonable doubt) or in accordance with the applicable legal provisions.

17.1.3. Right to Use Technical Data. Technical Data may be used worldwide by Michelin, its Affiliates and/or its subcontractor(s) in order to:

- (i) implement its obligations under the Contract;
- (ii) offer Customer additional services such as its own individualized reporting against consolidated data; and/or
- (iii) create and/or expand any database which may be used for consolidated data reporting, statistic, referential and/or benchmark analysis, marketing purposes, research, and/or future product development purposes while the Contract is in effect and any time thereafter within the context of Michelin and its Affiliates and/or its subcontractor(s) provided that such Technical Data is anonymized (understood that no direct or indirect link can be made between such data and Customer).

17.1.4. Except for the rights granted under Sub-Section 17.1.3 (iii) above, which is granted for the maximum legal duration of protection of intellectual property rights, the right to use Technical Data shall expire at the end of the Contract, irrespective of cause.

17.2. DATA PROTECTION.

17.2.1. Each Party undertakes, for the personal data processing operations it carries out for its own purposes under and in the framework of the Contract to comply with all obligations arising from the application of any applicable data protection and privacy legislation and regulatory requirements in force and as amended from time to time, that may apply to personal data processed, including those of the General Data Protection Regulation (EU/2016/679) and its possible updates and existing local laws, or any other data protection legislation applicable outside of the European Union (together the "**Data Protection Legislation**").

17.2.2. Customer acknowledges that, Michelin, as data controller, or the like, of the personal data received from Customer, processes personal data for the purpose of

Michelin Jane te verteta, te sakta, aktuale dhe te plota ne te gjitha aspektet.

E drejta per te perdorur te Dhenat e Klientit. Klienti autorizon shprehimisht Michelin dhe Filialet e tij dhe/ose nenkontraktoret e tij, drejtperdrejt ose terthorazi nepermjet kontraktoreve te paleve te treta, per te ruajtur, aksesuar, perpunuar, kopjuar, ekzekutuar, pastruar dhe/ose fshire te Dhenat e Klientit (perfshire per shmangjen e dyshimit te te dhenave personale te Klientit) ruhet ne nje baze te dhenash Michelin ne masen qe lidhet me Produktet e ofruara nga Michelin dhe/ose ne masen e nevojshme per zbatimin e cdo detyrimi sipas kesaj Kontrate. Ne menyre te ngashme, Klienti autorizon Michelin dhe/ose Filialet dhe/ose nenkontraktoret e tij per te pastruar dhe/ose fshire te dhenat e Klientit qe nuk paraqesin garancite e nevojshme ne lidhje me Produktet e ofruara nga Michelin (ose ne rast dyshimi te arsyeshem) ose ne perputhje me dispozitat ligjore ne fuqi.

E drejta per te perdorur te Dhenat Teknike. Te Dhenat Teknike mund te perdoren ne mbare boten nga Michelin, Filialet e tij dhe/ose nenkontraktoret e tij per te:

- (i) zbaton detyrimet e tij sipas kesaj Kontrate;
- (ii) t'i ofroje Klientit sherbime shtese te tilla si raportimi i tij i individualizuar kundrejt te dhenave te konsoliduara; dhe/ose
- (iii) Te krijoje dhe/ose zgjeroje cdo baze te dhenash qe mund te perdoret per raportimin e te dhenave te konsoliduara, statistikat, analizat referente dhe/ose standarde, qellimet e marketingut, kerkimin dhe/ose qellimet e zhvillimit te produktit ne te ardhmen ndersa kjo Kontrate eshte ne fuqi dhe ne cdo kohe pas kesaj, brenda kontekstit te Michelin dhe Filialeve te saj dhe/ose nenkontraktoreve te tij, me kusht qe keto te Dhena Teknike te jene anonime (kuptohet qe asnjë lidhje direkte ose indirekte nuk mund te behet midis ketyre te dhenave dhe Klientit).

17.1.4. Me perjashtim te te drejtave te dhena sipas nen-seksionit 17.1.3 (iii) me siper, e cila jetep per kohezgjatjen maksimale ligjore te mbrojtjes se te drejtave te pronesise intelektuale, e drejta per te perdorur te Dhenat Teknike perfundon ne fund te kesaj Kontrate, pavaresisht nga shkaku.

17.2. MBROJTJA E TE DHENAVE.

17.2.1. Cdo Pale merr persiper, per veprimet e perpunimit te te dhenave personale qe kryen per qellimet e veta, sipas dhe ne kuader te kesaj Kontrate, te respektoje te gjitha detyrimet qe rrjedhin nga zbatimi i cdo legjisacioni te zbatueshem per mbrojtjen e te dhenave dhe privatesise dhe kerkesave rregullatore ne fuqi dhe te ndryshuara here pas here, qe mund te zbatohen per te dhenat personale te perpunuar, duke perfshire ato te Rregullores se Pergjithshme per Mbrojtjen e te Dhenave (EU/2016/679) dhe perditesimet e mundshme te saj dhe ligjet ekzistuese lokale, ose cdo legjisacioni tjeter per mbrojtjen e te dhenave te zbatueshme jashte Bashkimi Evropian (se bashku "**Legjisacionin per Mbrojtjen e te Dhenave**").

Klienti pranon se Michelin, si kontrollues i te dhenave, ose te ngashme, te te dhenave personale te marra nga Klienti, perpunon te dhenat personale per qellime te menaxhimit te

managing operations relating to the contractual relationship with its Customers, in compliance with the Data Protection Legislation. The processing is based on Michelin's legitimate interest related to the performance of the Contract. Accordingly, unless otherwise provided by applicable Data Protection Legislation, Customer undertakes to inform data subjects (for example, its employees) of such personal data processing and any personal data processed under the Contract concerned is kept for the duration of the contractual relationship plus the legal limitation periods.

17.2.3. Processed data may be used by Michelin's relevant departments and, where appropriate, its sub-processors, some of which may be located outside the country of origin of the personal data, such as, the EU, the USA and India. In order to provide adequate safeguards for the transfer of such personal data, cross-border data transfer agreements incorporating standard clauses of the European Commission have been signed between Michelin and its sub-processors. Transfers within the Michelin Group may also take place and are governed by the Michelin Group's Binding Corporate Rules which have been validated by the French Data Protection Authority (available at www.michelin.com).

17.2.4. Where personal data is transferred outside of the European Economic Area, Michelin shall ensure appropriate safeguards are implemented and/or adopted, including but not limited to the Standard Contractual Clauses.

17.2.5. To the extent dictated by applicable mandatory law, data subjects shall benefit, under the conditions stipulated by law, from a right of access, rectification, portability, restriction of processing, opposition for legitimate reasons, and deletion. Data subjects seeking to exercise their rights shall contact Michelin. If the data subject's requests are unsatisfied, they may file a complaint with the relevant data protection authority.

18. FORCE MAJEURE.

18.1. Impacts of Force Majeure. Each Party shall be relieved from liability for a failure to perform any obligation under the Contract during such period and to the extent that the due performance thereof by such Party is prevented by reason of a Force Majeure Event.

18.2. To the extent permitted by applicable mandatory law or regulation, Customer will not be relieved of its duty to make payments to Michelin due to any Force Majeure Event.

18.3. Notice and duty to mitigate. A Customer desiring to invoke a Force Majeure Event hereunder shall give notice to Michelin as soon as possible but no later than 30 Calendar Days after the commencement of such Force Majeure Event. Customer shall not be discharged from liability for any non-performance caused by such Force Majeure Event should it fail to notify Michelin in accordance with this Section 18.3.

18.4. Both Parties shall make all reasonable efforts to prevent and reduce the effect of any non-performance of the Contract caused by a Force Majeure Event. In the event of shortage of production or

operacioneve ne lidhje me marredheniet kontraktuale me Klientet e tij, ne perputhje me Legjislacionin per Mbrojtjen e te Dhenave. Perpunimi bazohet ne interesin legitim te Michelin ne lidhje me performancen e kesaj Kontrate. Prandaj, perveç nese parashikohet ndryshe nga Legjislacioni ne fuqi per Mbrojtjen e te Dhenave, Klienti merr persiper te informoje subjektet e te dhenave (per shembull, punonjesit e tij) per perpunimin e tille te te dhenave personale dhe çdo e dhene personale e perpnuar sipas kesaj Kontrate ruhet per kohezgjatjen e marredhenies kontraktuale plus afatet ligjore te parashkrimit.

17.2.3. Te dhenat e perpnuara mund te perdoren nga departamentet perkatese te Michelin dhe, sipas rastit, nen-perpunuesit e tij, disa prej te cileve mund te ndodhen jashtë vendit te origjines se te dhenave personale, si BE, SHBA dhe India. Per te ofruar garanci te pershatshme per transferimin e te dhenave te tillë personale, marreveshjet e transferimit nderkuftitar te te dhenave qe perfshijnë klauzola standarde te Komisionit Evropian Jane nenshruar midis Michelin dhe nen-perpunuesve te tij. Transferimet brenda Grupit Michelin mund te behen gjithashtu dhe drejtohen nga Rregulat Detyruese te Korporates te Grupit Michelin, te cilat Jane validuar nga Autoriteti Francez i Mbrojtjes se te Dhenave (te disponueshme ne www.michelin.com).

17.2.4. Kur te dhenat personale transferohen jashtë Zones Ekonomike Evropiane, Michelin do te siguroje zbatimin dhe/ose miratimin e masave mbrojtse te pershatshme, duke perfshire, por pa u kufizuar ne klauzolat standarde kontraktuale.

17.2.5. Ne masen e diktuar nga ligji i detyrueshem ne fuqi, subjektet e te dhenave do te perfitojnë, ne kushtet e percaktuara me ligj, nga e drejta e aksesit, korrigjimit, transportuesherise, kufizimit te perpunimit, kundershtimit per arsyen legitime dhe fshirjes. Subjektet e te dhenave qe kerkojnë te ushqyrojnë te drejtat e tyre duhet te kontaktojnë Michelin. Nese kerkesat e subjektit te te dhenave nuk plotesohen, ai mund te paraqese një ankese prane autoritetit perkates per mbrojtjen e te dhenave.

18. FORCA MADHORE.

18.1. Ndikimet e Forces Madhore. Secila Pale do te shkarkohet nga perjegjesia per një mospermbushje te ndonje detyrimi sipas kesaj Kontrate gjate një periudhe te tille dhe ne masen qe permbushja e duhur e tyre nga kjo Pale parandalohet per shkak te një Ngjarje te Forces Madhore.

18.2. Ne masen e lejuar nga ligji ose rregullorja e detyrueshme ne fuqi, Klienti nuk do te lirohet nga detyra e tij per te bere pagesa ne Michelin per shkak te ndonje Ngjarje te Forces Madhore.

18.3. Njoftim dhe detvre per te zbutur. Nje Klient qe deshiron te zbatonte një Ngjarje te Forces Madhore sipas ketij ligji duhet te njoftonte Michelin sa me shpejt te jete e mundur, por jo me vone se 30 Dite Kalendarike pas fillimit te një Ngjarjeje te tille te Forces Madhore. Klienti nuk do te shkarkohet nga perjegjesia per çdo mospermbushje te shkaktuar nga një Ngjarje e tille e Forces Madhore nese ai nuk njofton Michelin ne perputhje me kete sesion 18.3.

18.4. Te dyja Palet do te bejne te gjitha perpjekjet e arsyeshme per te parandaluar dhe reduktuar efektin e çdo mospermbushjeje te kesaj Kontrate te shkaktuar nga një Ngjarje e Forces Madhore. Ne rast te

supply of Products for any reason, subject to applicable mandatory law, Michelin reserves the right to allocate its supply of Products to itself and such other customers in its sole discretion without incurring any liability to Customer arising therefrom.

19. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION.

19.1.The Contract will be governed by the laws of the legal jurisdiction where the Michelin entity entering into the Contract is incorporated.

19.2.Where applicable, application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.

19.3.In the event of a dispute arising from or in connection with the Contract, and before filing any action in a court of competent jurisdiction, the Parties may attempt in good faith to resolve such dispute within thirty (30) Calendar Days by negotiation between representatives who have authority to settle the dispute.

19.4.Notwithstanding Section 19.3 above, in the event a dispute cannot be resolved through negotiation, the courts of the competent jurisdiction in the location of the Michelin entity's registered office entering into the Contract will have jurisdiction to settle all disputes arising from or in connection with the Contract.

19.5.Notwithstanding the other provisions of this Section 19, to the extent permitted by applicable mandatory law, Michelin may also seek equitable relief or an interim injunction in a court of competent jurisdiction.

20. MISCELLANEOUS TERMS.

20.1. Subcontracting. Michelin may subcontract any or all of its obligations under the Contract without notice to Customer. Notwithstanding the foregoing, Michelin will be responsible for the acts and omissions of any such subcontractor.

20.2. Assignment. Customer may not assign the Contract, or any of its rights or obligations hereunder, without Michelin's prior written consent. Any assignment by Customer shall be null and void. The Contract and any right hereunder or interest herein may be assigned at any time by Michelin to an Affiliate.

20.3. Survival. All obligations of the Parties pertaining to payment, reimbursement, indemnification, warranty, and any provision that is intended to come into or continue in force, and all obligations hereunder which by the terms of the Contract arise at or after termination, shall survive any termination or expiry of the Contract.

20.4. Severability. If any Section or part of a Section of the Contract is declared illegal, null, or unenforceable, this illegality, nullity or unenforceability shall not affect the legality, validity, or enforceability of the other contractual clauses. The Parties shall negotiate in good faith to replace the invalid provisions with valid ones to achieve the intended commercial or business purpose of the illegal, null, or unenforceable provision.

mungeses se prodhimit ose furnizimit te Produkteve per çfaredo arsy, qe i nenshtrohet ligjit te detyrueshem ne fuqi, Michelin rezervon te drejten t'ia ndaje furnizimin e saj te Produkteve vetes dhe ketyre klienteve te tjere sipas gjykimit te tij, pa marre asnjë perjegjesi ndaj Klientit qe rrjedh prej tyre.

19. LIGJI I ZBATUESHEM, JURISDIKSIONI DHE ZGJIDHJA E MOSMARREVESHJEVE.

19.1.Kjo Kontrate do te interpretohen e zbatohen ne perputhje me ligjet juridiksonit ku eshte themeluar shoqeria Michelin qe nenshkruan kete Kontrate.

19.2.Aty ku eshte e zbatueshme, zbatimi i Konvetes se Kombeve te Bashkuara per Kontratat per Shitjen Nderkombetare te Mallrave, perjashtohet.

19.3.Ne rast te nje mosmarreveshje qe lind ose ne lidhje me keteKontrate , dhe perpara se te paraqesin ndonje padi ne ndonje gjykate te juridiksonit kompetent, Palet mund te perpiqen ne mirebesim te zgjidhin nje mosmarreveshje te tille brenda tridhjet (30) Diteve Kalendarike me marreveshje midis perfaquesuesve qe kane tager per te zgjidhur mosmarreveshjen.

19.4.Pavaresisht nga Seksioni 19.3 me siper, ne rast se nje mosmarreveshje nuk mund te zgjidhet permes negociatave, gjykatat e juridiksonit kompetent ne vendndodhjen e selise se regjistruar te Michelin qe nenshkruan kete Kontrate do te kene juridiksion per te zgjidhur te gjitha mosmarreveshjet qe rrjedhin ose ne lidhje me keto Kushte dhe Afate te Pergjithshme.

19.5.Pavaresisht nga dispozitat e tjera te ketij Seksioni 19, per sa lejohet nga ligji, Michelin mund te kerkoje gjithashtu leshimin e masave provizore prane nje gjykate te juridiksonit kompetent.

20. TE NDRYSHME.

20.1. Nenkontraktimi. Michelin mund te nenkontrakte ndonje ose te gjitha detyrimet e saj sipas kesaj Kontrate pa njoftuar Klientin. Pavaresisht nga sa me siper, Michelin do te jete perjegjes per veprimet dhe mosveprimet e çdo nenkontraktori te tille.

20.2. Transferimi. Klienti nuk mund t'i kaloje apo transferoje kete Kontrate, ose ndonje nga te drejtat ose detyrimet e tij sipas kesaj, pa pelqimin paraprak me shkrim te Michelin. Çdo transferim nga Klienti do te jete i pavlefshem. Kjo Kontrate dhe çdo e drejte ose interes ketu mund t'i transferohen nje filiali nga Michelin ne çdo kohe.

20.3. Dispozita mbizoteruse. Te gjitha detyrimet e Paleve ne lidhje me pagesen, rimbursimin, demshperblimin, garancine dhe çdo dispozita qe synohet te hyje ose te vazhdoje ne fuqi, dhe te gjitha detyrimet sipas te cilave nga kushtet e kesaj Kontrate lindin ne ose pas perfundimit, do te mbizoterojne pavaresisht perfundimit te Kontrates.

20.4. Ndarshmeria. Nese ndonje seksion ose pjese e nje seksioni te kesaj Kontrate shpallet i paligjshem, i pavlefshem ose i pazbatueshem, kjo paligjshmeri, pavlefshmeri ose pazbatueshmeri nuk do te ndikoje ne ligjshmerine, vlefshmerine ose zbatueshmerine e klauzolave te tjera kontraktuale. Palet do te negocione me mirebesim per te zevendesuar dispozitat e pavlefshme me ato te vlefshme per te arritur qellimin e synuar

tregtar ose afarist te dispozites se paligjshme, te pavlefshme ose te pazbatueshme.

20.5. Language and Notices. The Contract has been prepared in the language of the legal jurisdiction where the Michelin entity issuing the General Terms and Conditions is incorporated. All notices and other communications required or permitted under the Contract and any other contractual relationship between the Parties shall be in writing in the language of the Contract, a language mutually agreed by the Parties, or accompanied by a certified translation, all of such shall be valid, subject to their being sent to the addresses referred to in the introduction of the Contract (or to other addresses which the Parties shall have communicated to each other in written form), by courier, registered or express mail or mail under acknowledged receipt. In the event of a conflict between any notice in the language of the Contract and its accompanied certified translation, the version of the notice in the language of the Contract shall prevail. Any Party may change its address for such communications by giving appropriate written notice to the other Party conforming to this Section 20.5.

20.6. Right to Audit. Customer agrees to provide to Michelin, upon request, financial records, and other documentation reasonably necessary for Michelin to verify that Customer has performed its obligations hereunder. Such records and documentation will be kept by Customer for a minimum of five (5) years after expiration or termination of the Contract. Customer agrees that all such records and documentation will be made available to Michelin for audit upon seventy-two (72) hours' written notice from Michelin or its third-party auditor. Any on-site audit will be conducted during Customer's normal business hours. Michelin reserves the right to immediately withdraw all benefits under the Contract if Customer fails to provide supporting documentation to Michelin's satisfaction.

20.7. Entire Agreement. The Contract and anything incorporated by reference herein constitute the entire agreement between the Parties and shall supersede all previous written documents or correspondence (if any) on the subject matter hereof.

20.8. Execution/Counterparts. To the extent applicable, upon signature, the Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together will constitute one and the same instrument. The Contract has been executed by the Parties' duly authorized representatives and electronic signature of the Contract made through the means of Electronic Transmission shall be as legally binding as a physical signature.

20.9. Relationship of the Parties. The Contract apply to the sale of Michelin Products to Customer by Michelin and is not intended by either Party to constitute a franchise relationship between the Parties. Customer has not paid a franchise fee to Michelin and is not operating pursuant to a business system supplied by Michelin. Further, the Contract shall not be construed to create a joint venture, association, partnership, employment, or other form of business organization or agency relationship between Customer and Michelin.

20.10. Waiver. Either Party's failure to enforce or exercise any of its rights under any provision of the Contract shall not be construed as a waiver of such rights. No custom, practice, or course of dealing constitutes a waiver of any provision of the Contract.

20.5. Gjuha dhe Njoftimet. Kjo Kontrate eshte pergatitur ne gjuhen e juridiksonit ligjor ku eshte themeluar entiteti Michelin qe lehon Kushtet dhe Afatet e Pergjithshme. Te gjitha njoftimet dhe komunikimet e tjera te kerkuara ose te lejuara sipas kesaj Kontrate dhe cdo marredhenie tjeter kontraktuale ndermjet Paleve do te behet me shkrim ne gjuhen e kesaj Kontrate, nje gjuhe e rene dakord reciprokit nga Palet, ose te shoqeruara nga nje perkthim i vertetuar, te gjitha keto do te jene te vlefshme, me kusht qe te dergohen ne adresat e permendura ne hyrjen e kesaj Kontrate (ose ne adresa te tjera qe Palet do t'i kene komunikuar njera-tjetres ne forme te shkruar), me korrier, te regjistruar ose poste te shpejte ose poste me njoftim te pranuar. Ne rast te nje konflikti midis cdo njoftimi ne gjuhen e kesaj Kontrate dhe perkthimit te certifikuar te shoqeruar, do te mbizoteroje versioni i njoftimit ne gjuhen e kesaj Kontrate. Cdo Pale mund te ndryshoje adresen e saj per komunikime te tilla duke i dhene njoftimin e duhur me shkrim Pales tjeter ne perputhje me kete Seksion 20.5.

20.6. E drejta per Auditim. Klienti pranon t'i siguroje Michelin, sipas kerkeses, te dhenat financiare dhe dokumentacionin tjeter te nevojshem per Michelin per te verifikuar qe Klienti ka kryer detyrimet e tij sipas ketij ligji. Te dhenat dhe dokumentacioni i tillë do te mbahen nga Klienti per nje minimum prej pese (5) vitesh pas skadimit ose perfundimit e kesaj Kontrate. Klienti pajtohet qe te gjitha keto te dhena dhe dokumenta do t'i vihen ne dispozicion Michelin per auditim pas njoftimit me shkrim prej shtatedhjete e dy (72) oresh nga Michelin ose auditori i tij i pales se trete. Cdo auditim ne vend do te kryhet gjate orarit normal te punes se Klientit. Michelin rezervon te drejten te terheqe menjehere te gjitha perfitimet sipas kesaj Kontrate nese Klienti nuk arrin te siguroje dokumentacionin mbeshtetes per Michelin.

20.7. Marreveshja e Plotë. Kjo Kontrate dhe cdo gje e perfshire me referencë ketu perbejne te gjithe marreveshjen midis Paleve dhe do te zevendesojne te gjitha dokumentet e meparshme me shkrim ose korrespondencen (nese ka).

20.8. Nenshkrimi/Ekzemplaret. Per aq sa eshte e zbatueshme, pas nenshkrimit, kjo Kontrate mund te nenshruhet ne cdo numer ekzemplaresh, secila prej te cilave do te konsiderohet origjinale, por te gjitha te marra se bashku do te perbejne nje dhe te njejtin instrument. Kjo Kontrate eshte nenshruar nga perfaqesuesit e autorizuar te Paleve dhe nenshkrimi elektronik i kesaj Kontrate nepermjet mjeteve te Transmetimit Elektronik do te jete ligjershit i detyrueshem si nje nenshkrim fizik.

20.9. Marredheniet e Paleve. Kjo Kontrate zbatohet per shitjen e Produkteve Michelin te Klienti nga Michelin dhe nuk synohet nga asnjera Pale te perbeje nje marredhenie ekskluziviteti midis Paleve. Klienti nuk ka paguar nje tarife ekskluziviteti per Michelin dhe nuk funksionon ne perputhje me nje sistem biznesi te ofruar nga Michelin. Me tej, kjo Kontrate nuk do te interpretohet per te kriuar nje sipermarrje te perbashket, shoqate, partneritet, punesim ose force tjeter te nje organizate biznesi ose marredhenie agjencie midis Klientit dhe Michelin.

20.10. Heqja dore. Deshtimi i seciles Pale per te zbatuar ose ushtruar ndonje nga te drejtat e saj sipas ndonje dispozite te kesaj Kontrate nuk do te interpretohet si heqje dore nga keto te drejta. Asnjë zakon, praktike, apo kurs tregtimi nuk perben heqje dore nga ndonje dispozite e kesaj Kontrate.

20.11. Amendments. To the extent permitted by applicable mandatory law, Michelin reserves the right to modify the Contract at any time. The amended General Terms and Conditions are applicable from the moment they have first been made available regardless of the communication method. The applicable updated General Terms and Conditions are available on Michelin's website.

20.12. Conflicts. If there is any conflict or ambiguity between any of the provisions of these General Terms and Conditions and subsequent Regional Terms Schedules, such conflict shall be resolved in accordance with the following order of precedence: Regional Terms Schedules and then these General Terms and Conditions.

20.13. If there is any conflict or ambiguity between any of the provisions of these General Terms and Conditions and subsequent Regional Terms Schedules and any Customer documentation (such as Orders, general terms of purchase, etc.) these General Terms and Conditions and subsequent Regional Terms Schedules shall prevail.

20.11. Ndryshimet. Ne masen e lejuar nga ligji i detyrueshem ne fuqi, Michelin rezervon te drejten te modifikoje kete Kontrate ne çdo kohe. Kushtet dhe Afatet e Pergjithshme te ndryshuara jane te zbatueshme qe nga momenti kur ato Jane vene ne dispozicion per here te pare, pavaresisht nga menyra e komunikimit. Kushtet dhe Afatet e Pergjithshme te perditesuara te zbatueshme jane te disponueshme ne faqen e internetit te Michelin.

20.12. Konfliktet. Nese ka ndonje konflikt ose paqartesi midis ndonje prej dispozitave te ketyre Kushteve dhe Afateve te Pergjithshme dhe Planeve vijuese te Kushteve Rajonale, ky konflikt do te zgjidhet ne perputhje me rendin e meposhtem te perparese: Programet e Kushteve Rajonale dhe me pas keto Kushte dhe Afate te Pergjithshme.

20.13. Nese ka ndonje konflikt ose paqartesi midis ndonje prej dispozitave te ketyre Kushteve dhe Afateve te Pergjithshme dhe Planeve vijuese te Kushteve Rajonale dhe çdo dokumentacioni te Klientit (siç jane Porosite, kushtet e per gjithshme te blerjes, etj.), keto Kushte dhe Afate te Pergjithshme dhe Planet vijuese te Kushteve Rajonale do te mbizoteroje.

SCHEDULE 1

REGIONAL TERMS

In the event of a conflict between the General Terms and Conditions (GTCs) and these Regional Terms, these Regional Terms shall prevail. Reference to a clause shall mean reference to a clause in the GTCs unless otherwise specified. All references to Michelin in these Regional Terms shall mean reference to the Michelin entity entering into the Contract.

1. PLACEMENT, ACCEPTANCE AND DELIVERY OF ORDERS.

- a) Section 2.1 (Placement of Orders) shall be modified and shall read as follows:
 - 2.1 *Customer may order Products one or more of using the following methods, as communicated by Michelin from time to time: (i) online via Michelin's designated ordering platform; (ii) email; (iii) telephone; (iv) Michelin's representatives; and/or (v) Michelin customer service.*
 - b) Section 2.2 (Acceptance) shall be modified and shall read as follows:
 - 2.2 *All Orders are subject to acceptance by Michelin in its sole discretion. When Michelin confirms an order, this refers to the order being received and no element contained therein regarding price, terms and conditions, time of delivery or quantities to be delivered is committed on. To the extent permitted by applicable mandatory law, Michelin may:*
 - 2.2.1 *unilaterally modify or cancel any Orders based on the availability and supply of the Products, with informing the Customer accordingly; and/or*
 - 2.2.2 *freely allocate available Products between and among its Customers except if agreed in advance with Michelin.*
 - c) Section 2.4 shall be modified and shall read as follows:
 - 2.4 *Unless prohibited by mandatory local laws, Customer may not modify an Order except if agreed in advance with Michelin.*
 - d) Section 2.8 shall be modified and shall read as follows:
 - 2.8 *To the extent permitted by applicable mandatory law, and unless otherwise agreed, Michelin does not accept any return or exchange of delivered Products except for defective Products, as detailed further in Section 6 (Customer's Acceptance or Rejection of Products). In the exceptional event that Michelin agrees to the return of Products, Michelin reserves the right to invoice a return fee to Customer.*
 - e) Section 2.9 shall be added and shall read as follows:
 - 2.9 *In case of Customer's participation to a tender process, and without prejudice to Michelin's waiver of liability, the Customer shall notify Michelin, before placing an Order, about its envisaged participation in the tender, providing relevant details about the requirements of the respective tender as requested by*
 - 1. **DHENIA, PRANIMI DHE DERGIMI I POROSIVE.**
 - a) Seksioni 2.1 (Dhenia e Porosive) do te ndryshohet dhe do te lexohet si ne vijim:
 - 2.1 *Klienti mund te porosise nje apo me shume Produkte duke perdonur metodat vijuese, siç i komunikohet nga Michelin kohe pas kohe: (i) online ne internet nepermjet platformes se internetit te caktuar te porosive nga Michelin; (ii) me email; (iii) me telefon; (iv) nepermjet perfaqesuesve te Michelin; dhe/ose (v) sherbimit ndaj klientit Michelin.*
 - b) Seksioni 2.2 (Pranimi) do te modifikohet dhe do te lexohet si me poshte:
 - 2.2 *Te gjitha Porosite jane subjekt i pranimit nga Michelin sipas gjykimit te tij. Kur Michelin konfirmon nje porosi, kjo i referohet porosise qe eshte pranuar dhe jo ndonje elementi te perfshire ne te lidhur me qmimin, termat dhe kushtet, kohen e dorezimit ose sasite qe do te dorezohen nuk eshte i angazhuar. Per aq sa lejohet nga ligji i zbatueshem, Michelin mund te :*
 - 2.2.1 *ndryshoje ose anuloje ne menyre te njeanshme çdo Porosi bazuar ne disponuesherine dhe furnizimin e Produkteve, duke informuar keshtu klientin; dhe/ose*
 - 2.2.2 *Destinoje lirisht Produktet e disponueshme ndermjet Klienteve te tij, perveç nese jane pajtuar me perpara me Michelin.*
 - c) Seksioni 2.4 do te modifikohet dhe do te lexohet si me poshte:
 - 2.4 *Perveç rasteve kur ndalohet nga ligji, Klienti nuk mund te ndryshoje nje Porosi perveç nese jane pajtuar me perpara me Michelin.*
 - d) Seksioni 2.8 do te modifikohet dhe do te lexohet si me poshte:
 - 2.8 *Ne masen e lejuar nga ligji i detyrueshem ne fuqi, dhe nuk eshte rene dakord ndryshe, Michelin nuk pranon asnjë kthim ose shkembim te Produkteve te dorezuara, perveç Produkteve me defekt, siç percaktohet ne Seksionin 6 (Pranimi ose Refuzimi i Produkteve nga Klienti). Ne perjashtim te ndonje rasti kur Michelin pajtohet me kthimin e Produkteve, Michelin rezervon te drejtjen qe t'i faturoje Klientit nje tarife kthimi.*
 - e) Seksioni 2.9 do te shtohet dhe lexohet si me poshte:
 - 2.9 *Ne rast te pjesemarrjes se Klientit ne nje proces tenderimi, dhe pa paragjykuar heqjen dore nga perjegjesia e Michelin, klienti do te njoftojte Michelin, perpara se te vendose nje porosi, per pjesemarrjen e tij te parashikuar ne tender, duke dhene detaje perkatese ne lidhje me kerkesat e tenderit perkates siç kerkohet.*

SHTOJCA 1

KUSHTET RAJONALE

Ne rast te nje konflikti ne midis Kushteve te Pergjithshme (GTC) dhe ketyre Kushteve Rajonale, keto Kushte Rajonale do te mbizoterojne. Referencia ne nje klauzole nenkupton referencen ne nje klauzole ne keto GTC, perveç rasteve kur specifikohet ndryshe. Te gjitha referat per Michelin ne keto Kushte Rajonale nenkuptojne shoqerine Michelin pale e Kontrates.

1. DHENIA, PRANIMI DHE DERGIMI I POROSIVE.

- a) Seksioni 2.1 (Dhenia e Porosive) do te ndryshohet dhe do te lexohet si ne vijim:
 - 2.1 *Klienti mund te porosise nje apo me shume Produkte duke perdonur metodat vijuese, siç i komunikohet nga Michelin kohe pas kohe: (i) online ne internet nepermjet platformes se internetit te caktuar te porosive nga Michelin; (ii) me email; (iii) me telefon; (iv) nepermjet perfaqesuesve te Michelin; dhe/ose (v) sherbimit ndaj klientit Michelin.*
 - b) Seksioni 2.2 (Pranimi) do te modifikohet dhe do te lexohet si me poshte:
 - 2.2 *Te gjitha Porosite jane subjekt i pranimit nga Michelin sipas gjykimit te tij. Kur Michelin konfirmon nje porosi, kjo i referohet porosise qe eshte pranuar dhe jo ndonje elementi te perfshire ne te lidhur me qmimin, termat dhe kushtet, kohen e dorezimit ose sasite qe do te dorezohen nuk eshte i angazhuar. Per aq sa lejohet nga ligji i zbatueshem, Michelin mund te :*
 - 2.2.1 *ndryshoje ose anuloje ne menyre te njeanshme çdo Porosi bazuar ne disponuesherine dhe furnizimin e Produkteve, duke informuar keshtu klientin; dhe/ose*
 - 2.2.2 *Destinoje lirisht Produktet e disponueshme ndermjet Klienteve te tij, perveç nese jane pajtuar me perpara me Michelin.*
 - c) Seksioni 2.4 do te modifikohet dhe do te lexohet si me poshte:
 - 2.4 *Perveç rasteve kur ndalohet nga ligji, Klienti nuk mund te ndryshoje nje Porosi perveç nese jane pajtuar me perpara me Michelin.*
 - d) Seksioni 2.8 do te modifikohet dhe do te lexohet si me poshte:
 - 2.8 *Ne masen e lejuar nga ligji i detyrueshem ne fuqi, dhe nuk eshte rene dakord ndryshe, Michelin nuk pranon asnjë kthim ose shkembim te Produkteve te dorezuara, perveç Produkteve me defekt, siç percaktohet ne Seksionin 6 (Pranimi ose Refuzimi i Produkteve nga Klienti). Ne perjashtim te ndonje rasti kur Michelin pajtohet me kthimin e Produkteve, Michelin rezervon te drejtjen qe t'i faturoje Klientit nje tarife kthimi.*
 - e) Seksioni 2.9 do te shtohet dhe lexohet si me poshte:
 - 2.9 *Ne rast te pjesemarrjes se Klientit ne nje proces tenderimi, dhe pa paragjykuar heqjen dore nga perjegjesia e Michelin, klienti do te njoftojte Michelin, perpara se te vendose nje porosi, per pjesemarrjen e tij te parashikuar ne tender, duke dhene detaje perkatese ne lidhje me kerkesat e tenderit perkates siç kerkohet.*

Michelin and in particular the exact type and quantity of tires, as well as the desired date.

nga Michelin dhe ne veçanti llojin dhe sasine e sakte te gomave, si dhe daten e deshiruar.

2. TITLE AND RISK.

a) Section 3.2 shall be modified and shall read as follows:

3.2 *To the extent permitted by applicable mandatory law, and subject to Section 4 (Parties' Rights and Obligations), Michelin can reserve the right to keep the title to the Products even if delivered, which in that case shall pass to Customer only upon receipt of payment in full of the entire price of such Products.*

3. PARTIES' RIGHTS AND OBLIGATIONS.

a) Section 4.1 shall be modified and shall read as follows:

4.1 *Subject to the provisions of the Contract, Customer has the non-exclusive right to purchase the Products from Michelin and, if Customer acts as reseller on the market, to distribute the Products for resale in its own name and on its own behalf.*

b) Sub-section 4.2.7 shall be added to Section 4.2 and shall read as follows:

4.2.7 *to the extent applicable and subject to Michelin's instructions in this regard, mediating the transmission to the sub-dealers and/or end-users of commercial warranties and any other benefits provided by Michelin.*

c) Section 4.3 shall be modified and shall read as follows:

4.3 *Customer shall comply with all Michelin and Michelin Group policies and codes in force and as amended and communicated in advance from time to time. In particular the Customer understands and agrees that Michelin's retreading services shall be provided in accordance with the provisions set forth in Michelin retreading policy, made available on the relevant platforms/ websites.*

4. CUSTOMER'S ACCEPTANCE OR REJECTION OF PRODUCTS.

a) Section 6.2 shall be modified and shall read as follows:

6.2 *Any defects identified by Customer upon delivery must be notified: (i) to the third-party carrier at the time of delivery (written comment on transport documentation); and (ii) immediately in writing to Michelin, in compliance with Michelin's instructions.*

b) Section 6.3 shall be modified and shall read as follows:

6.3 *Unless otherwise dictated by applicable mandatory law, with respect to any hidden defects identified after delivery, Customer will notify Michelin in writing immediately upon becoming aware of such defects in accordance with local laws and regulations.*

5. PRICING, INVOICING AND TAXES.

a) Section 7.1 shall be modified and shall read as follows:

7.1 *The price payable by Customer for the Products shall be the price set out in the Commercial Program at the date of issuing the*

2. TITULLI DHE RREZIKU.

a) Seksioni 3.2 do te modifikohet dhe do te lexohet si me poshte:

3.2 *Per aq sa lejohet nga ligji ne fuqi, dhe ne perputhje me Seksionin 4 (Te drejtat dhe Detyrimet Klientit), Michelin rezervon te drejtene te mbaje pronesine e Produkteve edhe pas dorezimit, qe ne ate rast pronesia do te kaloje tek Klienti vetem pas marrjes se pageses se plete te çmimit te pergjithshem te produkteve te tilla.*

3. TE DREJTAT DHE DETYRIMET E PALEVE.

a) Seksioni 4.1 do te modifikohet dhe do te lexohet si me poshte:

4.1 *Ne varesi te dispozitave te kesaj Kontrate, Klienti ka te drejten jo-ekskluzive per te blere Produktet nga Michelin dhe, nese Klienti vepron si distributor ne treg, per te shperndare Produktet per rishitje ne emrin dhe per llogari te tij.*

b) Nen-paragrafi 4.2.7 do te shtohet tek Seksioni 4.2 dhe do te lexohet si me poshte:

4.2.7 *per aq sa eshte e zbatueshme dhe duke ju referuar udhezimeve te Michelin ne kete aspekt, ndermjetesimi dhe transmetimi tek nen-kontraktoret dhe/ose perdoruesit e fundit te garancioneve tregtare dhe çdo perfitimi tjeter te ofruar nga Michelin.*

c) Seksioni 4.3 do te modifikohet dhe do te lexohet si me poshte:

4.3 *Klienti duhet zbatoje te gjitha politikat dhe rregulloret e Michelin dhe Grupit Michelin ne fuqi, dhe siç do te ndryshohen dhe komunikohen paraprakisht here pas here. Ne veçanti, Klienti kupton dhe pranon qe sherbimet e rishitjes se Michelin do te ofrohen ne perputhje me dispozitat e percaktuara ne politikat e rishitjes te Michelin, te vena ne dispozicion ne platformat/faqet perkatese te internetit.*

4. PRANIMI OSE REFUZIMI I PRODUKTEVE NGA KIENTI.

a) Seksioni 6.2 do te modifikohet dhe do te lexohet si me poshte:

6.2 *Çdo defekt i identifikuar nga Klienti gjate dorezimit duhet te njoftohet: (i) te transportuesi i pales se trete ne momentin e dorezimit (koment me shkrim mbi dokumentacionin e transportit); dhe (ii) menjehere me shkrim Michelin, ne perputhje me udhezimet e Michelin.*

b) Seksioni 6.3 do te modifikohet dhe do te lexohet si me poshte:

6.3 *Perveç nese parashikohet ndryshe nga ligji, ne lidhje me çdo defekt te fshehur, te identifikuar pas dorezimit, Klienti do te njoftojë Michelin me shkrim menjehere pasi te marre dijeni per keto defekte ne perputhje me ligjin dhe rregulloret.*

5. CMIMI, FATURIMI DHE TAKSAT.

a) Seksioni 7.1 do te modifikohet dhe do te lexohet si me poshte:

7.1 *Çmimi i pagueshem nga Klienti per Produktet do te jete çmimi i percaktuar ne Programin Tregtar ne daten e leshimit te faturave,*

invoice, the date the service is performed, and under the terms of the Commercial Program valid on this date. Following such communication, the Customer acknowledges and agrees that the price invoiced by Michelin may differ from the price indicated at the moment of placing the Order.

- b) Section 7.2 shall be modified and shall read as follows:
- 7.2 *Michelin may change the following at any time with prior notice communicated to Customer with reasonable time in advance: (i) Michelin price lists; and/or (ii) other pricing or sales materials distributed by Michelin. Customer may cancel or modify an Order until it being shipped, otherwise the new prices are deemed to have been accepted.*

6. PAYMENT.

- a) Section 8.1 shall be modified and shall read as follows:
- 8.1 *Customer shall pay for the Products in accordance with the terms of payment specified in Michelin's invoice to Customer, or in such other manner as the Parties agreed upon.*
- b) Section 8.5 shall be modified and shall read as follows:
- 8.5 *If Customer disputes any Michelin invoice, it shall notify Michelin of any disputes/claims within thirty (30) Calendar Days of invoice date or credit document date and shall pay Michelin the balance due on the portion of the invoice that Customer does not dispute in accordance with the terms of the invoice. Invoices not disputed within the abovementioned term shall be deemed accepted.*
- c) Section 8.6 and Sub-section 8.6.3 shall be modified and shall read as follows:
- 8.6 *Notwithstanding anything contained to the contrary herein, and unless otherwise prohibited by applicable mandatory law, Michelin shall have the right at any time to:*
- 8.6.3 *require a direct debit mandate, advance payment, repayment plan, cash on delivery or cash payment for deliveries, or other security for shipments.*

- d) Section 8.9 shall be modified and shall read as follows:

- 8.9 *In addition to any right of setoff or recoupment permitted by law, and unless otherwise prohibited by applicable mandatory law Michelin shall have the contractual right to apply:*

- e) Section 8.11 shall be modified and shall read as follows:

- 8.11 *To the extent permitted by applicable mandatory law, all amounts owed to Michelin by Customer under the Contract, or any other contractual relationship shall become immediately due and payable on termination of the Contract for any reason.*

7. LATE OR NON-PAYMENT.

- a) Sub-section 9.1.1 shall be modified and shall read as follows:

daten e kryerjes se sherbimit dhe sipas kushteve te Programit Tregtar te vlefshem me kete date. Pas nje komunikimi te tille, Klienti pranon dhe bie dakord se çmimi i faturuar nga Michelin mund te ndryshoje nga çmimi i treguar ne momentin e vendosjes se Porosise.

- b) Seksioni 7.2 do te modifikohet dhe do te lexohet si me poshte:
- 7.2 *Michelin mundet ne çdo kohe te ndryshoje, me njofitim paraprak qe i komunikohet Klientit paraprakisht ne kohe te arsyeshme, keto ne vijim: (i) listat e çmimeve te Michelin; dhe/ose (ii) materiale te tjera çmimesh ose shitjesh te shperndara nga Michelin. Klienti mund te anuloje ose modifikoje nje porosi derisa ajo te mos jetet derguar, perndryshe çmimet e reja do te konsiderohen te pranuara.*

6. PAGESAT.

- a) Seksioni 8.1 do te modifikohet dhe do te lexohet si me poshte:
- 8.1 *Klienti do te paguaje per Produktet ne perputhje me termat e pageses te specifikuara ne faturen e leshuar nga Michelin per Klientin, ose ne nje menyre tjeter per te cilen palet jane pajtuar.*
- b) Seksioni 8.5 do te modifikohet dhe do te lexohet si me poshte:
- 8.5 *Nese Klienti kundershton ndonje fature te Michelin, ai do te njofojte Michelin per çdo mosmarreveshje/pretendim brenda tridhjete (30) diteve kalendarike nga data e fatureve ose data e dokumentit te kredise dhe do t'i paguaje Michelin bilancin e kerkueshme per pjesen e fatureve qe Klienti nuk e kundershton ne perputhje me kushtet e fatureve. Faturat qe nuk kontestohen brenda afatit te lartpecekur do te konsiderohen te pranuara.*
- c) Seksioni 8.6 dhe Nen-seksioni 8.6.3 do te modifikohen dhe do te lexohen si me poshte:
- 8.6 *Pavaresisht nese eshte parashikuar ndryshe ketu, dhe nese nuk ndalohet nga ligji i zbatueshem, Michelin ka te drejte ne çdo kohe per:*
- 8.6.3 *te kerkuar nje mandat debitimi te drejtperdrejte, pagese paradenie, plan te shlyerjes (kthimit te pageses), para te gatshme ne dorezim ose pagese ne para te gatshme per dergesat, ose garanci te tjera per dergesat.*
- d) Seksioni 8.9 do te modifikohet dhe do te lexohet si me poshte:
- 8.9 *Perveç te drejtave te kompensimit ose rimbursimit te parashikuara nga ligji dhe perveç nese ndalohet me ligjin e detryueshem ne fuqi, Michelin ka te drejten kontraktore per te aplikuar:*
- e) Seksioni 8.11 do te modifikohet dhe do te lexohet si me poshte:
- 8.11 *Te gjitha pagesat qe Klienti i detyrohet Michelin sipas ketyre Kushteve dhe Afateve te Pergjithshme, ose çdo marredhenie tjeter kontraktore do te behen menjehere te kerkueshme dhe te pagueshme pas perfundimit te ketyre Kushteve dhe Afateve te Pergjithshme per qfaredo arsyet.*

7. VONESE OSE MOSPAGSESE.

- a) Seksioni 9.1.1 do te modifikohet dhe do te lexohet si me poshte:

- 9.11 Michelin shall be entitled to statutory late payment interest in value as set according to the law;
- b) Sub-section 9.1.4 shall be modified and shall read as follows:
- 9.1.4 to the extent permitted by applicable mandatory law, Customer's authorization to resell the Products for which it has not paid in full the purchase price will automatically terminate;
- c) Sub-section 9.1.6 shall be modified and shall read as follows:
- 9.1.6 to the extent permitted by applicable mandatory law, all amounts owed to Michelin by Customer under the Contract or any other contractual relationship between the Parties shall become immediately due.

8. CHANGE OF FINANCIAL STATUS.

- a) Section 9.3 shall be modified and shall read as follows:
- 9.3 To the extent permitted by applicable mandatory law, Michelin may suspend delivery of any current Orders, and not resume deliveries if an event such as following occurs:
- b) Section 9.4 shall be modified and shall read as follows:
- 9.4 Except for the Products paid in full and to the extent permitted by applicable mandatory law, Customer's entitlement to resell the Products, subject in all cases to the terms of Section 3 (Title and Risk) will expire immediately upon such suspension. In such cases, Customer must allow Michelin's agent(s) to take any measures on Customer's premises Michelin deems appropriate and necessary to preserve and enforce the rights Michelin holds in connection with the lien.

9. TERMINATION.

- a) Section 12.2 (Termination for material breach) shall be modified and shall read as follows:
- 12.2 Without affecting any other right or remedy available to Michelin, if Customer materially breaches its obligations under the Contract, Michelin may terminate the Contract and, unless otherwise prohibited by applicable mandatory law, any other contractual relationship with immediate effect by giving written notice to Customer;
- b) Section 12.8 (Effects of termination) shall be modified and shall read as follows:
- 12.8 To the extent permitted by applicable mandatory law, all sums owing by Customer to Michelin or vice versa shall become immediately due and payable. To ensure prompt payment, each Party agrees to cooperate and work with the other in determining and processing all such amounts due. Michelin shall have the right to apply any amounts owed by Michelin or any Affiliate (including but not limited to credits, bonuses or rebates earned or payable under the Contract) to Customer (or any person or entity affiliated with Customer) in reduction of any amounts due to Michelin.
- 9.11 Michelin ka te drejten e interesit te ligjshem te pageses se vonuar, ne vleren siç parashihet me ligj;
- b) Seksioni 9.1.4 do te modifikohet dhe do te lexohet si me poshte:
- 9.1.4 ne masen e lejuar nga ligji ligji i aplikueshem, autorizimi i Klientit per te rishitur Produktet per te cilat nuk ka paguar çmimin e plete te blerjes do te perfundoje automatikisht;
- c) Seksioni 9.1.6 do te modifikohet dhe do te lexohet si me poshte:
- 9.1.6 per aq sa lejohet nga ligji i detyrueshem ne fuqi, te gjitha shumat qe Klienti i detyrohet Michelin sipas kesaj Kontrate ose çdo marredhenie tjeter kontraktore ndermjet Paleve do te behen menjehere te detyrueshme per tu paguar.

8. NDRYSHIMI I GJENDJES FINANCIARE.

- a) Seksioni 9.3 do te modifikohet dhe do te lexohet si me poshte:
- 9.3 Ne masen e lejuar nga ligji i i aplikueshem, Michelin mund te pezulloje dorezimin e çdo Porosie aktuale dhe te mos rifilloje dergesat nese nje nga ngjarjet ne vijim ndodh:
- b) Seksioni 9.3 do te modifikohet dhe do te lexohet si me poshte:
- 9.4 Perveç produktive te paguara plotesisht dhe per aq sa lejohet nga ligji i detyrueshem ne fuqi, e drejta e Klientit per te rishitur Produktet, qe ne te gjitha rastet i nensstrohen kushteve te Seksionit 3 (Titulli dhe Rreziku) do te perfundoje menjehere pas nje pezullimi te tille. Ne raste te tilla, Klienti duhet te lejoje agjentin(et) e Michelin te marrin çdo mase ne ambjentet e Klientit qe Michelin i konsideron te pershatshme dhe te nevojshme per te ruajtur dhe zbatuar te drejtat qe Michelin mban ne lidhje me barren.

9. ZGJIDHJA.

- a) Seksioni 12.2 (Zgjidhja per shkelje materiale) do te modifikohet dhe do te lexohet si me poshte:
- 12.2 Pa ndikuar ne asgne te drejte ose mjet tjeter juridik ne dispozicion te Michelin, nese Klienti shkel materialisht detyrimet e tij sipas kesaj Kontrate, Michelin mund te zgjidhe kete Kontrate dhe perveç nese ndalohet me ligjin e detyrueshem ne fuqi, çdo marredhenie tjeter kontraktore me efekt te menjehershem duke njoftuar me shkrim Klientin:
- b) Seksioni 12.8 (Efektet e zgjidhjes) do te modifikohet dhe do te lexohet si me poshte:
- 12.8 Per aq sa lejohet nga ligji i detyrueshem ne fuqi, ee gjitha shumat qe Klienti i detyrohet Michelin-it ose anasjelltas do te behen menjehere te kerkueshme dhe te pagueshme. Per te siguruar pagesen e menjehershme, secila Pale bie dakord te bashkepunoje dhe te punoje me tjetren ne percaktimin dhe perpunimin e te gjitha shumave te tilla. Michelin do te kete te drejte te aplikojë çdo shume qe i detyrohet Michelin ose ndonje Filialin (pershire por pa u kufizuar ne kredite, bonuse ose zbritje te fituara ose te pagueshme sipas kesaj Kontrate) per Klientin (ose çdo person ose ent te lidhur me Klientin) ne zbritje te çdo shume qe i detyrohet Michelin.

10. PRODUCT WARRANTY AND RECALL.

- a) Section 14.1 (General) shall be modified and shall read as follows:
- 14.1 Michelin will comply with mandatory local laws with respect to warranty statements provided with the Products or otherwise made available to Customer.*
- b) Section 14.5 (Product recall) shall be modified and shall read as follows:
- 14.5 Customer and Michelin agree to comply and follow relevant mandatory laws applicable with regard to procedures and requirements of a Product. Customer agrees to support and cooperate in the prompt execution of activities and procedures of any voluntary or involuntary recall or withdrawal that Michelin may decide to initiate.*

11. LIMITATION OF LIABILITY.

- a) Section 15.3 (LIMITATION OF LIABILITY) shall be modified and shall read as follows:
- 15.3 SUBJECT TO SECTION 15.4 (DISCLAIMER) BELOW, AND UNLESS OTHERWISE PROHIBITED BY APPLICABLE MANDATORY LAW, MICHELIN'S TOTAL LIABILITY TO CUSTOMER FOR ALL DIRECT DAMAGES INCURRED BY CUSTOMER UNDER THE CONTRACT SHALL NOT EXCEED THE ACTUAL DAMAGES SUFFERED BY CUSTOMER WHICH IN ANY EVENT IS LIMITED TO THE TOTAL AMOUNT INVOICED BY MICHELIN TO CUSTOMER FOR THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR DAMAGES THAT ARE NOT DIRECT AND NECESSARY CONSEQUENCE OF THE CULPABLE INFRINGEMENT OF THE CONTRACTUAL OBLIGATIONS HEREBY ESTABLISHED, SUCH AS BUT NOT LIMITED TO CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, TREBLE, PUNITIVE, MULTIPLE OR ENHANCED DAMAGES, OR FOR LOST PROFITS, LOST REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THE CONTRACT OR EITHER PARTY'S PERFORMANCE HEREUNDER.*

12. INDEMNITY.

- a) Section 16.4 shall be modified and shall read as follows:
- 16.4 To the extent permitted by applicable mandatory law, the Customer shall indemnify Michelin against any losses, damages, liabilities, claims, costs, or out-of-pocket expenses (including any legal fees) incurred by Michelin arising from any claim or suit alleging that the use of Customer Data in compliance with the Contract infringes any trademark, copyright, patent of third parties or another intellectual property right.*

13. DATA PROTECTION.

- a) Section 17.2.2 shall be modified and shall read as follows:
- 17.2.2 Customer acknowledges that, Michelin, as data controller, or the like, of the personal data received from Customer, processes personal data for the purpose of managing operations relating to the contractual relationship with its Customers, and also for the*

10. GARANCIA E PRODUKTIT DHE HEQJA NGA TREGU.

- a) Seksioni 14.1 (Te pergjithshme) do te modifikohet dhe do te lexohet si me poshte:
- 14.1 Michelin do te permbushe e zbatoje ligjet vendore sa i perkthet deklaratave te garancise te ofruara me Produktet, apo te vena ne dispozicion te Klientit.*
- b) Seksioni 14.5 (Terheqja nga Tregu) do te modifikohet dhe do te lexohet si me poshte:
- 14.5 Klienti dhe Michelin bien dakord te respektojne dhe te zbatojne ligjet perkatese ne lidhje me procedurat dhe kerkesat e heqjes nga tregu te Produktit. Klienti pranon te mbeshtese dhe te bashkepunoje ne ekzekutimin e menjehershem te aktiviteteve dhe procedurave te ndonje terheqje vullnetare ose jo-vullnetshme qe Michelin mund te vendose ta inicoje.*

11. KUFIZIMI I PERGJEGJESISE.

- a) Seksioni 15.3 (KUFIZIMI I PERGJEGJESISE) do te modifikohet dhe do te lexohet si me poshte:
- 15.3 NE VARESI TE SEKSIONIT 15.4 (DEKLARATE) ME POSHTE, DHE PERVEC KUR NDALOHET NGA LIGJI, PERGJEGJESIA E MICHELIN NDAJ Klientit PER TE GJITHA DEMET DIREKTE TE SHAKTUARA NGA Klienti SIPAS KESAJ KONTRATE NUK DO TE TEJKALOJE DEMET EFEKTIVE TE PESUARA NGA Klienti I CILI NE ÇDO RAST ESHTE KUFIZUAR NE SHUMEN TOTALE TE FATUAR NGA MICHELIN PERKUNDREJT Klientit PER DYM BEDHJETE (12) MUAJ PARA DATES SE DEMIT TE PESUAR. NE ASNJE RAST ASNJE PALE NUK DO TE JETE PERGJEGJESI NDAJ PALES TJETER PER DEMET QE NUK JANE SI PASOJE E NEVOJSHME DHE DIREKTE E SHKELJES SE FAJSHME TE DETYRIMEVE KONTRAKTUALE TASHME TE KRIJUARA, SIC JANE POR NUK KUFIZOHEN NE DEME TE ARDHSHME, INDIREKTE, APO FITIM TE MUNGUAR, SI REZULTAT PERMBUSHJES TE KESAJ KONTRATE.*

12. DESHMPERBLIMI

- a) Seksioni 16.4 do te ndryshohet dhe do te lexohet si me poshte:
- 16.4 Ne masen e lejuar nga ligji i zbatueshem ne fuqi, Klienti do te demshperbleje Michelin per çdo humbje, demtim, detyrim, pretendim, kosto ose shpenzim (duke perfshire çdo tarife ligjore) te shkaktuar nga Michelin qe rrjedh nga çdo pretendim ose padi qe pretendon se perdonimi i te Dhenave te Klientit ne perputhje me Kontraten cenen çdo marke tregtare, te drejten e autorit, patente te paleve te treta ose nje te drejte tjeter te pronesise intelektuale.*

13. MBROJTJA E TE DHENAVE.

- a) Seksioni 17.2.2 do te modifikohet dhe do te lexohet si me poshte:
- 17.2.2 Klienti pranon se Michelin, si kontrollues i te dhenave, ose te ngjashme, te te dhenave personale te marra nga Klienti, perpunon te dhenat personale per qellime te menaxhimit te operacioneve ne lidhje me marredheniet kontraktuale me Klientet*

purpose of managing claims submitted by end-users (such as first and last name, e-mail, address, telephone number), in compliance with the Data Protection Legislation. The processing is based on:

- *the performance of the Contract to which the Customer is a party,*
- *in other cases: Michelin's legitimate interest related to the performance of the Contract. Accordingly, unless otherwise provided by applicable Data Protection Legislation, Customer undertakes to inform data subjects (for example, its employees or end-users) of such personal data processing and any personal data processed under the Contract concerned is kept for the duration of the contractual relationship plus the legal limitation periods.*

e tij, dhe poashtu me qellim te menaxhimit te pretendimeve te paraqitura nga perdoruesit e fundit (siç jane emri dhe mbiemri, e-mail, adresa, numri i telefonit), ne perputhje me Legjislacionin per Mbrojtjen e te Dhenave. Perpunimi bazohet ne:

- *zbatimin e kontrates ne cilen Klienti eshte pale,*
- *ne raste te tjera: ne interesin legitim te Michelin ne lidhje me performancen e kesaj Kontrate. Rrjedhimisht, perveç nese parashikohet ndryshe nga Legjislacioni ne fuqi per Mbrojtjen e te Dhenave, Klienti merr persiper te informoje subjektet e te dhenave (per shembull, punonjesit e tij) per perpunimin e tille te te dhenave personale dhe çdo e dhene personale e perpunuar sipas kesaj Kontrate ruhet per kohezgjatjen e marredhenies kontraktuale plus afatet ligjore te parashkrimi.*

14. MISCELLANEOUS TERMS.

- a) Section 20.5 (Language and Notices) shall be modified and shall read as follows:

20.5 The Contract has been prepared bilingual, in English and Albanian. In case of discrepancies, the English version shall prevail. All notices and other communications required or permitted under the Contract and any other contractual relationship between the Parties shall be in any of the languages of the Contract and shall be validly made by snail mail or by email, to the addresses specified in the Contract (or to other addresses which the Parties shall have communicated to each other). Party may change its address for such communications by giving appropriate written notice to the other Party conforming to this Section 20.5; in the absence of communicating such change, the communication done to the old address shall be considered valid.
 - b) Section 20.6 (Right to Audit) shall be modified and shall read as follows:

20.6 To the extent permitted by applicable mandatory law, Customer agrees to provide to Michelin, upon request, financial records, and other documentation reasonably necessary for Michelin to verify that Customer has performed its obligations hereunder. Such records and documentation will be kept by Customer for a minimum of five (5) years after expiration or termination of the Contract. Customer agrees that all such records and documentation will be made available to Michelin for audit upon seventy-two (72) hours' written notice from Michelin or its third-party auditor. Any on-site audit will be conducted during Customer's normal business hours. Michelin reserves the right to immediately withdraw all benefits under the Contract if Customer fails to provide supporting documentation to Michelin's satisfaction.
 - c) Section 20.7 (Entire Agreement) shall be modified and shall read as follows:

20.7 The Contract shall supersede all previous written documents or correspondence (if any) on the subject matter hereof.
 - d) Section 20.8 (Execution/Counterparts) shall be modified and shall read as follows:

20.8 To the extent applicable, upon signature, the Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together will constitute
- 14. TE NDRYSHME.**
- a) Seksioni 20.5 (Gjuha dhe Njoftimet) do te modifikohet dhe do te lexohet si me poshte:

20.5 Kjo Kontrate eshte pergartitur ne dy gjuhe, ne Anglisht dhe Shqip. Ne rast te mosperputhjes, verzioni Anglisht do te mbizoteroje. Te gjitha njoftimet dhe komunikimet e tjera te kerkuara ose te lejuara sipas kesaj Kontrate dhe çdo marredhenie tjeter kontraktuale ndermjet Paleve do te behen ne njeren nga gjuhet e k kesaj Kontrate, dhe do te dergohen me email apo poste te rregullt ne adresat e specifikuara ne kete Kontrate (ose ne adresat te tjera qe Palet do t'i kene komunikuar njera-tjetres), Çdo Pale mund te ndryshoje adresen e saj per komunikime te tillë duke i dhene njoftimin e duhur me shkrim Pales tjeter ne perputhje me kete Seksion 20.5; ne mungese te komunikimit te ketij ndryshimi, komunikimi i bere ne adresen e vjeter do te konsiderohet i vlefshem.
 - b) Seksioni 20.6 (E drejta per Auditim) do te modifikohet dhe do te lexohet si me poshte:

20.6 Per aq sa lejohet nga ligji i detyrueshem ne fuqi, Klienti pranon t'i siguroje Michelin, sipas kerkeses, te dhenat financiare dhe dokumentacionin tjeter te nevojshem per Michelin per te verifikuar qe Klienti ka kryer detyrimet e tij sipas ketij ligji. Te dhenat dhe dokumentacioni i tillë do te mbahen nga Klienti per një minimum prej pese (5) vitesh pas skadimit ose perfundimit te kesaj Kontrate. Klienti pajtohet qe te gjitha keto te dhena dhe dokumenta do t'i vihen ne dispozicion Michelin per auditim pas njoftimit me shkrim prej shtatedhjete e dy (72) oresh nga Michelin ose auditori i tij i pales se trete. Çdo auditim ne vend do te kryhet gjate orarit normal te punes se Klientit. Michelin rezervon te drejten te terheqe menjehere te gjitha perfitimet sipas kesaj Kontrate nese Klienti nuk arrin te siguroje dokumentacionin mbeshtetes per Michelin.
 - c) Seksioni 20.7 (Marreveshja e Plote) do te modifikohet dhe do te lexohet si me poshte:

20.7 Kjo Kontrate do te zevendesojne te gjitha dokumentet e meparshme me shkrim ose korrespondencen (nese ka).
 - d) Seksioni 20.8 (Zbatimi/Palet) do te modifikohet dhe do te lexohet si me poshte:

20.8 Per aq sa eshte e zbatueshme, pas nenshkrimit, kesaj Kontrate mund te nenshkruehet ne çdo numer ekzemplaresh, secila prej te cilave do te konsiderohet origjinale, por te gjitha te marra se

one and the same instrument. The Contract has been executed by the Parties' duly authorized representatives and, if applicable, electronic signature of the Contract made through the means of Electronic Transmission shall be as legally binding as a physical signature.

- e) Section 20.11 (Amendments) shall be modified and shall read as follows:

20.11 To the extent permitted by applicable mandatory law, Michelin reserves the right to modify the Contract at any time. The amended Contract shall be communicated by Michelin to Customer in accordance with the means of communications agreed herein under Section 20.5 or through the designated online ordering platform, if applicable. Following such communication, should the Client not agree with the modifications introduced by Michelin, it shall not place any new Orders and may unilaterally terminate the Contract, upon thirty (30) Calendar Days' prior written notice of such termination to Michelin. Should Customer place an Order following such communication, the amended Contract is deemed to have been accepted.

- f) After Section 20.13 three new sections will be introduced as follows:

20.14 Customer represents that the means of communication mentioned in Sections 2.1 and 20.5 are accessible to persons authorized to represent the Customer and to act on its behalf, such as but not limited to placing orders and concluding agreements, including accepting the Contract, as modified from time to time.

20.16 **Hardship clause.** Customer understands and accepts the possibility that, further to the occurrence of exceptional changes in the circumstances in which the Contract was concluded, beyond the will of Customer, the performance of the obligations would become more onerous further to a decrease in the value of the equivalent performance.

Customer agrees to undertake the risk related to the occurrence of such circumstances, being bound to comply with its obligations under the Contract, irrespective of such exceptional changes in the circumstances in which the Contract was concluded.

By undertaking such risks, Customer understands and accepts that it will not be able to request the court to adapt the Contract, in general, further to the occurrence of exceptional circumstances such as the ones provided above.

bashku do te perbejne nje dhe te njejtin instrument. Kjo Kontrate eshte nenshkuar nga perfaquesuesit e autorizuar te Paleve dhe, nese eshte e aplikueshme, nenshkrimi elektronik i kesa Kontrate nepermjet mjeteve te Transmetimit Elektronik do te jete ligjerish i detyrueshem si nje nenshkrim fizik.

- e) Seksioni 20.11 (Ndryshimet) do te modifikohet dhe do te lexohet si me poshte:

20.11 Ne masen e lejuar nga ligji i detyrueshem ne fuqi, Michelin rezervon te drejtene te modifikoje kete Kontrata ne cdo kohe. Kontrata do t'i komunikohet nga Michelin klientit ne perputhje me mjetet e komunikimit sic Jane pajtuar ketu sipas sektionit 20.5 ose nepermjet platformes se internetit te caktuar per porositje online, nese eshte e aplikueshme. Pas nje komunikimi te tillë, nese Klienti nuk pajtohet me modifikimet e paraqitura nga Michelin, ai nuk do te vendose ndonje porosi te re dhe mund te zgjidhe ne menyre te njeanshme kete Kontrata, pas njoftimit me shkrim te Michelin paraprakisht tridhjete (30) dite kalendarike per zgjidhjen e tillë. Nese klienti ben nje porosi pas nje komunikimi te tillë, Kontrata e ndryshuar konsiderohet se eshte pranuar.

- f) Pas sektionit 20.13 tri sektionet te reja do te paraqiten si ne vijim:

20.14 Klienti siguron se mjetet e komunikimit te permendura ne sektionet 2.1 dhe 20.5 Jane te çashshme per personat e autorizuar per te perfaquesuar Klientin dhe per te vepruar ne emer te tij, te tillë si, por pa u kufizuar ne vendosjen e porosive dhe lidhjen e marreveshjeve, duke perfshire pranimin e Kontrates, sipas modifikimit here pas here.

20.16 **Klauzola e pamundesise.** Klienti e kupton dhe pranon mundesine qe, pertej shfaqjes se ndryshimeve te jashtezakonshme ne rrethanat ne te cilat eeshte nenshkuar Kontrata Termat dhe Kushtet e Pergjithshme, pertej vullnetit te Klientit, permbsuhja e detyrimet do te behej me e rende deri ne uljen e vleres se performances ekuivalente.

Klienti pranon te marre persiper rrezikun lidhur me shfaqjen e rrethanave te tillë, duke qene i detyruar te permbsuhe detyrimet e tij sipas eeKontrates, pavaresisht nga ndryshimet e tillë te jashtezakonshme ne rrethanat ne te cilat eeshte nenshkuar Kontrata Termat dhe Kushtet e Pergjithshme.

Duke marre persiper rreziqe te tillë, Klienti kupton dhe pranon se nuk do te jete ne gjendje t'i kerkoje gjykates pershtatjen e eeKontrates, ne per gjithesi, per shkak te shfaqjes se rrethanave te jashtezakonshme sic Jane keto te parashikuara me siper.

20.16. Final Provisions

20.16.1. Customer freely consents to contract, with the intention to be bound under this entire Contract, and executes the Contract with the fully free intention to acquire all rights and obligations herein provided, which it deems to be fair.

20.16.2. Customer represents that it understands and expressly accepts the content hereof, including, but not limited to the clauses on:

- a. the limitation of liability;
- b. the right to unilaterally terminate the Contract;
- c. the suspension of the performance of obligations;
- d. the forfeiture of rights or of the benefit of the term;
- e. the limitation of the right to invoke the hardship clause;
- f. the possibility of Michelin to transfer by assignment to an Affiliate the Contract or related rights, without the Customer's consent;
- g. the applicable law and the competence jurisdiction of the courts;

20.16.3. The Parties are aware that, in addition to the contractual rights and obligations, each of them has rights and obligations under the law.

20.16. Dispozitat Perfundimtare

20.16.1. Klienti pranon lirisht te kontrakte, me synimin qe te jete i lidhur sipas te gjitha eeee kesaj Kontrate, dhe zbaton eKontraten me qellim plotesisht te lire per te marre te gjitha te drejtat dhe detyrimet e parashikuara ketu, te cilat ai i konsideron te drejta.

20.16.2. Klienti deklarohet se i kupton dhe i pranon shprehimisht permabatjen e kesaj, duke perfshire, por pa u kufizuar ne klauzolat mbi:

- a. kufizimie e pergjegjesise;
- b. te drejten per te zgjidhur ne menyre te njeanshmeKontratene;
- c. pezullimin e perm bushjes se detyimeve;
- d. humbjen e te drejtave ose perfitimin e afatit;
- e. kufizimi i se drejtes per t'u thirrur ne klauzolen e pamundesise;
- f. mundesine e Michelin per te transferuar duke i caktuar nje Filiali e Kontraten ose te drejta e ngashme, pa pelqimin e Klientit;
- g. ligjin ne fuqi dhe juridiksionin e kompetences se gjykatave;

20.16.3. Palet jane te vetedijshme se, perveç te drejtave dhe detyimeve kontraktuale, secila prej tyre ka te drejta dhe detyime sipas ligjit.