

**MICHELIN GENERAL TERMS AND
CONDITIONS OF SALE
FOR TIRES**

Effective Date: July 1st 2024

**MICHELINOVI SPLOŠNI PRODAJNI POGOJI
ZA PNEVMATIKE**

Datum pričetka veljavnosti: 1. julij 2024

PREAMBLE

These "General Terms and Conditions" form the basis of all MICHELIN Hungaria Tyre Manufacture Ltd. (registered seat: HU-4400 Nyíregyháza, Bottyán J. utca 15, registration number: 15-09-062150; tax number: 11246062-2-15) ("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".

PREAMBULA

Ti "Splošni pogoji" so podlaga za vse ponudbe in dogovore družbe MICHELIN Hungaria Tyre Manufacture Ltd. (sedež: HU-4400 Nyíregyháza, Bottyán J. utca 15, matična številka: 15-09-062150; davčna številka: 11246062-2-15) ("Michelin"), vključno z neekskluzivno dobavo izdelkov Stranki, kot je določeno v ustreznem naročilu. Vsako naročilo za izdelke ali po potrebi podpis teh splošnih pogojev pomeni, da pogodbenica brez zadržkov sprejema vse določbe teh splošnih pogojev. Družba Michelin in Stranka se posamično imenujeta "Pogodbenica", skupaj pa "Pogodbenici".

Ti Splošni pogoji (SP), ki so s tem sklicevanjem vključeni v katero koli komercialno pogodbo, Komercialni program, pogodbo o opravljanju storitev ali drugo pogodbo, sporazum, pismo s ponudbo ali naročilnico ter vse priloge ali spremembe le-teh za prodajo izdelkov družbe Michelin, so skupaj ali posamično imenovani »Pogodba«.

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 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: 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, and shall be deemed to exist.

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

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

INTERPRETACIJA.

V Pogodbi se uporabljajo naslednje definicije in pravila:

Definicije:

Povezana družba: podjetje, ki ga nadzoruje, obvladuje ali je pod skupnim nadzorom ene od pogodbenic.

Delovni dan: dan, ki ni sobota, nedelja ali državni praznik v državi, kjer se nahaja Michelin.

Dan ali Koledarski dan: vsi koledarski dnevi v civilnem letu (tj. vključno z nedeljami in državnimi prazniki).

Komercialni program: najnovejša različica cenika Michelin, ki je na voljo Stranki, in program blagovne znamke/komercialni pogoji, kot je ustrezno.

Zaupne informacije: vse nejavne in lastniške informacije, med drugim know-how, intelektualna lastnina, ideje, risbe, zasnove, koncepti, vzorci, modeli, načrti, podatki, programska oprema in druge tehnične, operativne, finančne ali komercialne informacije, ki bi jih razumna poslovna oseba štela za zaupne in jih je ena pogodbenica neposredno ali posredno pridobila od druge pogodbenice pred ali po datumu Pogodbe ali zaradi komunikacije z drugo pogodbenico ali zaradi prisotnosti v njenih prostorih v zvezi s poslovnimi odnosi.

Kontrola, Obvladanje, Nadzor: ko ima en subjekt, neposredno ali posredno, moč usmerjati upravljanje in politike drugega pravnega subjekta, bodisi z lastništvom dela delniškega kapitala bodisi s pogodbo ali kako drugače, in se šteje, da obstaja.

Stranka: vsaka pogodbenica, ki kupuje izdelke pri družbi Michelin za njihove poslovne aktivnosti in potrebe.

Podatki o Stranki: nanašajo se na tehnične podatke in osebne podatke Stranke.

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 2.3 (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 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.

Elektronski prenos: vsaka oblika komunikacije, ki ne vključuje neposrednega fizičnega prenosa papirja, s katero se ustvari zapis, ki jo prejemnik lahko obdrži, priključita in pregleda ter ki jo lahko prejemnik neposredno reproducira v papirni obliki z avtomatiziranim postopkom, če je prenos varen in če so vsa dejanja spremljana in zapisana z zanesljivim sistemom, pri čemer lahko prejemnik in pošiljatelj tak zapis obdrži, priključita in reproducirata.

Dogodek višje sile: kakršnekoli okoliščine, na katere pogodbenica nima razumnega vpliva, kot je višja sila, vojna, pandemija, epidemija, terorizem, državljanski nemiri, zlonamerna škoda, stavka, izbruh bolezni, blokada, industrijski ukrepi, pomanjkanje ali odpoved prevoznih sredstev, požar, poplava, suša, ekstremne vremenske razmere, izpolnjevanje zakonov ali vladnih odredb, pravila, predpisa, navodil ali druge okoliščine, na katere nobena od pogodbenic ne more razumno vplivati, pod pogojem, da od te pogodbenice ni bilo mogoče razumno pričakovati, da bi upoštevala dogodek in učinke dogodka na njeno zmožnost izpolnjevanja po tej Pogodbi ter da se dogodku in odpravi njegovih učinkov ne bi mogla razumno izogniti.

Znamke: Michelinove blagovne znamke, trgovska imena, splošne pravne pravice, logotipi, slogani, znaki, imena domen, poddomene, ključne besede in povezano dobro ime.

Skupina Michelin: subjekti, ki jih Nadzoruje Compagnie Generale des Etablissements Michelin, 23 Place des Carmes Déchaux 63000 Clermont Ferrand, matična številka 855 200 887.

Stališča skupine Michelin: stališča skupine Michelin, ki zavračajo in prepovedujejo kakršnokoli neposredno ali posredno komercialno dejavnost, ki vključuje izdelke skupine Michelin (med drugim prodajo državi ali v državi in/ali tranzit čez državo) z nekaterimi državami. Ta stališča lahko vsebujejo bolj omejevalna stališča kot trgovinske omejitve ter temeljijo na komercialnih premislekih in drugih pomislekih glede skladnosti, med drugim na pomislekih glede pranja denarja in korupcije ter pomislekih v zvezi s financiranjem terorizma. Uporabljajo se za izdelke, ki se prodajajo kot rezervni deli ali so vgrajeni v sklop višje stopnje (kot so vgrajena enota, kopensko vozilo, letalo itd.). Na dan sklenitve Pogodbe so na seznamu držav, v katere Michelin zavrača in prepoveduje kakršno koli neposredno ali posredno prodajo (vključno s tranzitom prek teh držav), Kuba, Iran, Severna Koreja in Sirija. Ta seznam se lahko spremeni po presoji družbe Michelin.

Naročilo: vsako nabavno naročilo s podrobnim opisom izdelkov, ki jih bo Michelin dobavil Stranki po Michelinovem sprejetju v skladu s poglavjem 2.3 (Sprejem).

Izdelki: kakršnokoli blago, izdelki in/ali storitve, ki jih zagotovi družba Michelin in so navedeni v ustreznem naročilu.

Priloge regionalnih pogojev: po potrebi pogoji, specifični za določene regije in/ali države, ki so priloženi tej Pogodbi.

Oseba z omejitvami: vsak posameznik, subjekt ali organ: (i) ki je posebej določen ali naveden na seznamu trgovinskih omejitev; (ii) ki je v lasti ali pod nadzorom katerekoli osebe, posebej določene ali navedene na seznamu trgovinskih omejitev; ali (iii) ki deluje za ali v imenu katerekoli osebe, posebej določene ali navedene na seznamu trgovinskih omejitev.

Tehnični podatki: vsi podatki, ki jih vnese Stranka in/ali družba Michelin v njenem imenu (razen osebnih podatkov) v zvezi z izdelki, ki jih ponuja družba Michelin, neposredno ali posredno povezani s pnevmatikami in/ali vozili in/ali njihovo uporabo, pa tudi vsa priporočila v zvezi s Strankinim voznim parkom ali podjetjem.

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. 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.
- 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;

Trgovinske omejitve: trgovinske sankcije (med drugim celoviti ali sektorski embargo in Stranke z omejitvami) in nadzor izvoza (med drugim vojaški izdelki ali izdelki z dvojno rabo).

Veljavne priloge regionalnih pogojev so del teh splošnih pogojev in veljajo, kot da bi bile v celoti navedene v besedilu te Pogodbe. Vsako sklicevanje na te splošne pogoje vključuje tudi priloge regionalnih pogojev.

Če kontekst ne zahteva drugače, sklicevanje na en spol vključuje tudi sklicevanje na druge spole.

Sklicevanje na zakonodajo ali zakonodajno določbo je sklicevanje na občasno spremenjeno, razširjeno ali ponovno sprejeto zakonodajo.

Vsako sklicevanje na obvezne lokalne zakone in/ali predpise so navedena v prilogah regionalnih pogojev, ki so priložene tem splošnim pogojem. V primeru kakršnegakoli neskladja s temi splošnimi pogoji prevladajo priloge k regionalnim pogojem.

ODDAJA, SPREJEM IN DOSTAVA NAROČIL.

Oddaja naročil Stranka lahko izdelke naroči na naslednje načine: (i) prek spleta na platformi za naročanje, ki jo določi Michelin. Uporaba spletne platforme za oddajo naročil ne omejuje Strankine možnosti, da naročilo(-a) odda po elektronski pošti ali telefonu, če sta na voljo; (ii) po elektronski pošti; (iii) po telefonu; (iv) prek Michelinovih predstavnikov in/ali (v) prek Michelinove službe za pomoč Strankam.

Sprejem. Vsa naročila lahko sprejme družba Michelin po lastni presoji. V obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, lahko Michelin po lastni presoji: enostransko spremeni ali prekliče vsa naročila glede na razpoložljivost in dobavo izdelkov; in/ali prosto razporedi razpoložljive izdelke med svojimi Strankami.

Družba Michelin si bo po najboljših močeh prizadevala za izpolnitev naročil.

Stranka ne sme spreminjati naročila, razen če je to prepovedano z obveznimi lokalnimi zakoni.

Dostava. Datumi dostave so le okvirni in nezavezujoči.

V skladu s poglavjem 2.2 (Sprejem) si Michelin v vseh primerih, tudi kadar je tovar plačan vnaprej, pridržuje pravico, da izbere prevoznika/posrednika za dostavo po Michelinovi izbiri in pošlje na pooblaščen lokacije Stranke, ki jih določi Stranka in o katerih se pogodbenici dogovorita. Izdelki se lahko dobavijo v obrokih.

Stranka lahko na svoje stroške prevzame vsako naročilo izdelkov Michelin v skladišču, ki ga določi družba Michelin, in ob času, o katerem se pogodbenici medsebojno dogovorita po predhodnem pisnem dogovoru z družbo Michelin.

V obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, in če ni drugače pisno dogovorjeno, družba Michelin ne sprejema vračila ali zamenjave dobavljenih izdelkov, razen za izdelke z napako, kot je podrobneje opisano v poglavju 6 (Sprejem ali zavrnitev izdelkov s strani Stranke).

LASTNINSKA PRAVICA IN TVEGANJE.

Tveganje za izdelke preide na Stranko ob dostavi. Dostava se opravi, ko so izdelki dostavljeni na naslov: (i) Stranke ali (ii) tretje osebe, ki jo izbere Stranka za prevoz do Stranke, karkoli se zgodi prej.

V obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, in ob upoštevanju poglavja 4 (Pravice in obveznosti Strank) lastninska pravica na izdelkih preide na Stranko po prejemu celotnega plačila vseh zneskov in/ali dolgov, ki jih Stranka dolguje, ne glede na to, kako so nastali.

Ne glede na določbe iz poglavja 2 (Oddaja, sprejem in dostava naročil) in tega poglavja 3 ter če ni drugače prepovedano z veljavno obvezno zakonodajo, si Michelin pridržuje pravico, da ustavi dostavo izdelkov v primeru:

Stranka ne plača nobenega zneska, ki ga mora plačati družbi Michelin na podlagi kateregakoli naročila;

- 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.

Stranka ne izpolni svojih obveznosti;
Za Stranko nastopi insolventnost in/ali
kot sicer dovoljuje veljavna obvezujoča zakonodaja.

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;
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.

PRAVICE IN OBVEZNOSTI STRANK.

V skladu z določbami teh splošnih pogojev ima Stranka neekskluzivno pravico do nakupa izdelkov od družbe Michelin in distribucije izdelkov za nadaljnjo prodajo v svojem imenu in za svoj račun.

Obveznosti Stranke vključujejo, vendar niso omejene na:

zagotavljanje, da so pogoji naročila popolni in točni;
plačilo vseh zneskov, ki jih dolguje družbi Michelin;
pravilno ravnanje z izdelki in njihova prodaja v skladu z informacijami o izdelku Michelin, zlasti s pravili, povezanimi s shranjevanjem, nego in prenosom izdelkov;
vzdrževanje izdelkov v korist svojih Strank/končnih uporabnikov pred vsemi tveganji, ki lahko nastanejo po dobavi;
and posedovanje in vzdrževanje vseh ustreznih in zahtevanih poslovnih dovoljenj, licenc in/ali odobritev, ki Stranki omogočajo opravljanje dejavnosti v skladu z vsemi veljavnimi zakoni, pravili in predpisi; in

poslovanje na način, ki bo čim bolj povečal prodajo izdelkov s strani Stranke in hkrati povečal ugled in dobro ime, povezano z blagovnimi znamkami in izdelki.

Stranka mora upoštevati vse veljavne in občasno spremenjene politike in kodekse družbe Michelin in skupine Michelin.

Medsebojne obveznosti. Vsaka Pogodbena izjavlja, da: (i) je podjetje, ki je pravilno registrirano in veljavno obstoječe v skladu z zakoni države, v kateri je registrirano, ter da ima potrebno moč in pooblastilo za sklenitev in popolno izvedbo Pogodbe; (ii) Pogodba ni v nasprotju s kakršno koli pogodbeno, finančno, poslovno ali zakonsko obveznostjo, ki velja za Pogodbeno, njeno Povezano družbo in/ali zaposlene, ali predstavlja kršitev katere koli pogodbene, finančne, poslovne ali pravne obveznosti; in dokler je Pogodba v veljavi, nobena Pogodbena, njeno Povezano družbo in/ali njeni zaposleni nimajo in ne bodo prevzeli nobenih obveznosti, ki predstavljajo kršitev ali kako drugače bistveno in negativno vplivajo na izpolnjevanje njihovih obveznosti iz Pogodbe; (iii) ves čas bo ravnala v skladu z vsemi veljavnimi zakoni in predpisi; (iv) je pridobila in bo na lastne stroške vzdrževala vsa dovoljenja, licence in soglasja, ki so potrebna za izpolnjevanje njenih obveznosti po Pogodbi; (v) bo dodelila osebje, ki ima zahtevane stopnje kvalifikacij, izkušenj, usposabljanja in večšin, potrebnih za izpolnjevanje nalog, ki so jim dodeljene, in ki je seznanjeno z zahtevami Pogodbe.

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 extent, 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

INTELEKTUALNA LASTNINA IN PREPOVED OMALOŽEVANJA IZDELKOV Z BLAGOVNIMI ZNAMKAMI MICHELIN.

Intelektualna lastnina.

Družba Michelin ohrani vse pravice, lastništvo in interese v zvezi z znamkami, ki se nanašajo na njene izdelke v katerikoli državi ali regiji. Stranka se strinja, da na noben način ne bo nasprotovala, razveljavila ali oslabilila znamk.

Stranka se zaveda in potrjuje, da nima lastništva ali kakršnihkoli pravic na znamkah ali drugih imenih in znakih, pritrjenih na izdelke, ki jih distribuira, niti na promocijskem gradivu in njegovi vsebini, ki ga zagotovi družba Michelin. Stranka ne bo sprejela nobenih ukrepov za registracijo ali drugačno pridobitev pravic v zvezi s takimi znamkami ali podobnim imenom, logotipom ali znakom, ki bi lahko povzročili zmedo. Stranka ni pooblaščenca za uporabo znamk kot del svojega imena podjetja ali domenskih imen.

V skladu z zgoraj navedenim, družba Michelin Stranki podeljuje neekskluzivno, neprenosljivo in omejeno pravico do uporabe teh znamk pri poslovanju Stranke izključno za namene oglaševanja, promocije, prodaje in distribucije izdelkov v strogem skladu s Pogodbo. Nobena druga uporaba znamk ni dovoljena na kakršenkoli način. Ob prekinitvi pogodbenega razmerja med Michelinom in Stranko iz kakršnegakoli razloga mora Stranka nemudoma prenehati uporabljati znamke v vseh

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

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.

oblikah, brez poseganja v pravico Stranke do prodaje izdelkov, ki jih ima na zalogi na dan takšne prekinitve. Stranka se zavezuje, da bo v sedmih (7) Delovnih dneh po prenehanju pogodbe iz kakršnegakoli razloga odstranila in družbi Michelin vrnila vse napise, ki vsebujejo znamke na katerihkoli lokacijah, in vse dokumente, ki jih je Stranki posredovala družba Michelin. Družbi Michelin se s tem podelijo vsa pooblastila, da po koncu določenega obdobja na Strankine stroške izvede takšno demontažo.

Ne glede na nasprotno družba Michelin ohrani vse pravice, lastništvo in interese v zvezi z vsemi drugimi pravicami intelektualne lastnine, vključno s patentnimi pravicami, začasnimi patentnimi pravicami, modeli, avtorskimi pravicami, programsko opremo in zbirkami podatkov (skupaj imenovane "druge pravice intelektualne lastnine"), ki se nanašajo na in ščitijo njene izdelke, postopke in storitve ter dokumentacijo in vsebino, ki jo zagotavlja družba Michelin, v katerikoli državi ali regiji. Na podlagi Pogodbe se ne podeljujejo nobene pravice ali licence za druge pravice intelektualne lastnine, razen neekskluzivne, omejene pravice do uporabe izdelkov, kupljenih pri podjetju Michelin, za predvideni namen.

Razen če veljavna obvezujoča zakonodaja določa drugače, je dobava ali uporaba izdelkov pogojena z zavezo Stranke, da ne bo s povratnim inženiringom, razstavljanjem ali kakršnokoli drugo analizo poskušala pridobiti metodologije, sestave, formulacije, sestavnih delov, procesov, izvorne kode ali drugih Zaupnih informacij v zvezi z Izdelki.

Uporabljajo se smernice skupine Michelin o pravilni uporabi znamk, ki jih mora Stranka upoštevati. Smernice so na voljo na spletni strani www.michelin.com. Stranka se strinja, da lahko družba Michelin nasprotuje oglaševanju, trženju in/ali promocijskemu gradivu, ki ni v skladu s temi smernicami, in da bo na zahtevo družbe Michelin nemudoma prenehal uporabljati takšno gradivo.

Vsaka zloraba znamk s strani Stranke pomeni bistveno kršitev Pogodbe, Stranka pa se strinja, da bo družbi Michelin povrnila vso škodo, ki jo je povzročila zaradi kršitve s strani Stranke.

Vsaka uporaba znamk s strani Stranke v skladu s Pogodbo mora biti izključno v korist družbe Michelin.

V obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, mora Stranka družbo Michelin obvestiti takoj, ko izve za: (i) morebitno ali dejansko kršitev, piratstvo ali nelojalno konkurenco s strani tretjih oseb v zvezi z Znamkami; (ii) morebitne zahtevke ali tožbe tretjih oseb zoper veljavnost, registracijo in uporabo Znamk; ali (iii) morebitne zahtevke ali tožbe tretjih oseb v zvezi z uporabo ali namero uporabe Znamk.

V primeru odpovedi Pogodbe se uporabljata poglavji 12.6 in 12.7 (Učinki odpovedi).

Prepoved omaloževanja

Stranka se zavezuje, da ne bo neposredno ali posredno omalovaževala znamk ali izdelkov ter da ne bo spravljala znamk ali izdelkov na slab glas. V zvezi s tem se mora Stranka zlasti vzdržati vseh javnih izjav ali komentarjev, sporočil za javnost ali sporočil na družabnih omrežjih, ki se negativno nanašajo na znamke ali izdelke, med drugim tudi: (i) delovanje, kakovost, tehnologijo, trajnost ali zmogljivosti izdelkov; (ii) veljavnost, registracijo ali lastništvo znamk; ali (iii) ugled ali ravnanje družbe Michelin ali njenih predstavnikov, zaposlenih, podizvajalcev, zastopnikov ali ponudnikov storitev.

Stranka se zavezuje, da ne bo organizirala oglaševanja ali na splošno kakršnekoli komunikacije, ki bi lahko škodovala imenu in/ali ugledu družbe Michelin, znamkam in/ali izdelkom.

6. CUSTOMER'S ACCEPTANCE OR REJECTION OF PRODUCTS.

SPREJEM ALI ZAVRNITEV IZDELKOV S STRANI STRANKE.

- 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, and all applicable taxes, duties, and fees, any bonuses, incentives, or such other arrangements contained in the Commercial Program (if applicable) between Customer and 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.
- Ob dostavi mora Stranka izdelke pregledati glede morebitnih napak (zlasti glede razlik v količini, asortimanu, kakovosti, naročeni vrsti ali morebitne umazanije).
- Vse napake, ki jih Stranka ugotovi ob dostavi, je treba sporočiti: (i) tretjemu prevozniku ob dostavi (pisna pripomba na prevozniki dokumentaciji) in (ii) nemudoma pisno Michelinu.
- Če ni drugače določeno z veljavno obvezno zakonodajo, bo v zvezi s skritimi ali drugimi napakami, ugotovljenimi po dobavi, Stranka pisno obvestila družbo Michelin takoj, ko bo izvedela za take napake, v skladu z lokalnimi zakoni in predpisi.
- Družba Michelin si pridržuje pravico, da preveri vse napake, ki jih Stranka ugotovi v skladu s poglavjem 6. V obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, bo Michelin po lastni presoji odločil o Strankinem pravnem sredstvu za morebitne napake.
- Ob upoštevanju podpoglavij 6.2. in 6.3. zgoraj se izdelki štejejo za sprejete s strani Stranke ob dostavi in, kjer je to primerno, ko Stranka podpiše potrdilo o dostavi.
- Neupoštevanje tega poglavja 6 bo imelo za posledico, da se bo družba Michelin popolnoma in v celoti odpovedala kakršnimkoli zahtevkom ali odgovornosti za napake na izdelkih.
- OBLIKOVANJE CEN, IZDAJANJE RAČUNOV IN DAVKI.**
- Oblikovanje cen.** Cena, ki jo Stranka plača za izdelke, je cena, določena v Komercialnem programu na datum odpreme ali prevzema ali, če se opravljajo storitve, na datum opravljene storitve in pod pogoji Komercialnega programa, ki veljajo na ta datum.
- Družba Michelin lahko kadarkoli, razen če je to prepovedano z veljavno obvezno zakonodajo in brez predhodnega obvestila Stranki spremeni naslednje: (i) cenike družbe Michelin in/ali (ii) drugo cenovno ali prodajno gradivo, ki ga distribuira družba Michelin.
- Michelin neodvisno določi cene izdelkov Michelin, ki jih mora Stranka plačati Michelinu. Stranka samostojno določi cene, po katerih bo preprodajala izdelke Michelin.
- Izdajanje računov.** Če to ni prepovedano z veljavno obvezno zakonodajo, mora račun vključevati vse veljavne davke, dajatve in pristojbine ter vse bonuse, spodbude ali druge dogovore iz Komercialnega programa (če je to relevantno) med Stranko in Michelinom..
- Davki.** Cene ne vključujejo veljavnih davkov, dajatev ali pristojbin.
- Stranka izjavlja, jamči in potrjuje, da so izdelki, kupljeni pri družbi Michelin, namenjeni nadaljnji prodaji ali neposredni uporabi v okviru običajnega poslovanja Stranke ter da je Stranka registrirana za davčne namene in mora pobirati in odvajati vse veljavne davke na prodajo ali uporabo ali pristojbine za odpadne/reciklirane pnevmatike, ki nastanejo pri takšnih transakcijah nadaljnje prodaje. Stranka se strinja, da bo podjetju Michelin predložila dokazilo o tem. Za vse izdelke ali drugo opredmeteno premoženje, ki ga Stranka uporabi za obdavčljivo uporabo in za vse predmete, ki so bili predhodno oproščeni davka ali pristojbine namesto nadaljnje prodaje ali pred njo, mora Stranka pravočasno vrniti in plačati ustreznemu davčnemu organu vse veljavne davke, vključno s pristojbinami za odpadne pnevmatike/recikliranje, ter mora obvestiti Michelin o taki uporabi in plačati Michelinu vse veljavne davke za prej oproščene izdelke.
- PLAČILO.**
- Stranka plača izdelke v skladu z Michelinovim računom, izstavljenim Stranki, ali na drug način, ki ga Michelin določi po lastni presoji.
- Če se pogodbenici ne dogovorita drugače, gotovinska plačila ali druga plačila vnaprej s strani Stranke ne pomenijo popusta pri ceni.
- Če Stranka plača s čekom ali drugim prenosljivim instrumentom, se plačilo šteje za opravljeno šele, ko je ček ali instrument potrjen in Michelinunovči znesek čeka/prenosljivega instrumenta.

- 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.
- 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;
- Datum plačila je datum, ko se sredstva prikažejo na bančnem računu Michelin, naveden na računu.
- Če Stranka izpodbija katerikoli račun družbe Michelin, mora družbo Michelin v tridesetih (30) Koledarskih dneh od datuma računa ali kreditnega dokumenta obvestiti o vseh sporih/zahtevkih in ji v skladu s pogoji na računu plačati preostanek dolgovanega dela računa, ki ga Stranka ne izpodbija.
- Ne glede na to, če je v tej pogodbi zapisano nasprotno in če veljavna obvezujoča zakonodaja ne prepoveduje drugače, ima družba Michelin pravico kadarkoli in po lastni presoji:
- določiti in spremeniti plačilne pogoje;
- odobriti ali prenehati odobravati podaljšanje trgovalnega kredita z odprtim računom Stranki; in
- zahtevati pooblastilo za direktno obremenitev, predplačilo, plačilo po povzetju ali z gotovino za dostavo ali drugo zavarovanje za pošiljke.
- Če družba Michelin ugotovi, da mora Stranki omogočiti nakup na obroke, si pridržuje pravico, da v celoti in po lastni presoji zahteva kakršnokoli zavarovanje, ki se ji zdi primerno in potrebno v skladu s kreditno linijo, odobreno Stranki, pri čemer takšno zavarovanje ostane veljavno do prekinitve te pogodbe ali če se njene pogodbe spremenijo in je Stranka ustrezno izpolnila vse obveznosti iz Pogodbe.
- Družba Michelin lahko od Stranke zahteva zagotovila, da bo izvedla plačilo v skladu z določbami Pogodbe. Dokler Michelin od Stranke ne prejme zadovoljivih zagotovil, ima Michelin pravico prekiniti ali začasnno ukiniti Strankine privilegije v skladu s Pogodbo.
- Poleg pravice do pobota ali povračila, ki jo dovoljuje zakon, ima družba Michelin po lastni presoji pogodbeno pravico, da uporabi:
- kakršnekoli zneske, ki jih Michelin ali katerakoli njegova Povezana družba dolguje (med drugim dobropise, bonuse ali popuste, pridobljene ali izplačljive v okviru Komercialnih programov) Stranki (ali drugi osebi ali subjektu, povezanemu s Stranko) na podlagi drugih pogodbenih dogovorov; ali
- kakršnakoli plačila, ki jih opravi Stranka, ali dobropise, ki se Stranki izdajo v okviru pogodbenega razmerja, za zmanjšanje zneskov, ki jih mora družba Michelin plačati v skladu s Pogodbo.
- Stranka družbi Michelin povrne vse stroške, med drugim tudi razumne odvetniške stroške, ki jih ima družba Michelin pri uveljavljanju te Pogodbe, Komercialnega programa ali druge povezane pogodbe, med drugim tudi pogodbe o zavarovanju ali kreditne pogodbe.
- Vsi zneski, ki jih Stranka dolguje družbi Michelin na podlagi te Pogodbe ali drugega pogodbenega razmerja, postanejo takoj zapadli in plačljivi ob prenehanju veljavnosti Pogodbe iz kateregakoli razloga.
- ZAMUDA ALI NEPLAČILO; SPREMEMBA FINANČNEGA STANJA.**
- Zamuda ali neplačilo.** Ob upoštevanju oddelka 9.1 bo Strankina nezmožnost plačila celotnega zneska Michelinu v skladu s Pogodbo do datuma zapadlosti pomenila bistveno kršitev Pogodbe. V skladu s tem, brez poseganja v morebitna pravna sredstva, ki jih ima družba Michelin na voljo v skladu s Pogodbo in zakonom, v primeru, da Stranka ne opravi celotnega plačila:
- je Michelin upravičen do zamudnih obresti;
- v obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, lahko Michelin po lastni presoji prekine katerikoli drugo pogodbo med pogodbenicama;
- v obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, lahko družba Michelin po lastni presoji prekine dobavo izdelkov Stranki, prekliche nedostavljena naročila ali zavrne pošiljanje vseh nadaljnjih izdelkov in/ali prekine izvajanje vseh storitev;
- v obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, bo pooblastilo Stranke za nadaljnjo prodajo izdelkov samodejno prenehalo veljati;

- 9.1.5. unless prohibited by applicable mandatory law, Michelin reserves the right to immediately claim the Products, on 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 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
- če veljavna zakonodaja tega ne prepoveduje, si družba Michelin pridržuje pravico, da takoj zahteva izdelke, pri čemer se šteje, da so izdelki, ki jih Stranka še vedno hrani, tisti, ki so ostali neplačani. Vse stroške prevzema izdelkov in njihove ponovnega skladiščenja nosi Stranka. Neplačane izdelke bo Stranka, ki ni izpolnila obveznosti, morala vrniti na lastne stroške in tveganje, in sicer na podlagi obvestila družbe Michelin; in
- vsi zneski, ki jih Stranka dolguje družbi Michelin na podlagi Pogodbe ali drugega pogodbenega razmerja med Pogodbenicama, takoj zapadejo v plačilo.
- Če družba Michelin sprejme zapoznala plačila, to ne bo spremenilo Pogodbe ali pomenilo odpovedi plačilnim pogojem dogovorjenih v njej.
- Sprememba finančnega stanja.** V obsegu, ki ga dovoljuje veljavna zakonodaja, lahko družba Michelin začasno ustavi dostavo tekočih naročil in z dostavo ne nadaljuje, če:
- je bil proti Stranki uveden postopek zaradi insolventnosti in med Stranko in Michelinom ni bil dosežen pisni dogovor o nadaljnji dobavi izdelkov; ali
- če se finančni položaj Stranke bistveno poslabša, kot utemeljeno ugotovi družba Michelin.
- Strankina pravica do nadaljnje prodaje izdelkov, v vseh primerih ob upoštevanju pogojev iz poglavja 3 (Lastninska pravica in tveganje), preneha veljati takoj po takšni začasni prekinitvi. V takih primerih mora Stranka dovoliti Michelinovemu(-im) zastopniku(-om), da v prostorih Stranke izvede(-jo) vse ukrepe, ki se družbi Michelin zdijo primerni in potrebni za ohranitev in uveljavitev pravic, ki jih ima družba Michelin v zvezi z zastavno pravico.
- ETIKA IN SKLADNOST.**
- Od datuma podpisa Pogodbe ali od oddaje naročila s strani Stranke, če Pogodba ni podpisana, se vsaka Pogodbenica zavezuje, da bo imela ali izvajala in vzdrževala program za preprečevanje podkupovanja in korupcije, ki bo prilagojen njenim razmeram in bo sposoben odkrivati korupcijo ter spodbujati kulturo integritete v njeni organizaciji. Vsaka pogodbenica priznava politiko "ničelne tolerance" do podkupovanja in korupcije ter se strinja, da bo ravnala v skladu z veljavnimi zakoni in predpisi o boju proti podkupovanju in korupciji.
- Vsaka pogodbenica se strinja, da se bo vzdržala: (i) ponujanja, obljubljanja ali dajanja; in (ii) poskusov ali zarote ponujanja, obljubljanja ali dajanja neupravičene denarne ali druge koristi, neposredno ali prek posrednikov, javnemu ali zasebnemu uradniku ali predstavniku za tega uradnika ali predstavnika ali za tretjo osebo, da bi ta uradnik ali predstavnik deloval ali opustil delovanje v zvezi z opravljanjem uradnih nalog, da bi pridobil ali obdržal posel ali drugo neprimerno korist. Družba Michelin lahko pri Stranki izvaja revizije skladnosti, da bi zagotovila njegovo skladnost z zgornjimi zavezami.
- Če Stranka ne izpolnjuje zahtev iz poglavja 10, se zavezuje, da bo o tem nemudoma obvestila družbo Michelin in poskušala odpraviti neskladnost v razumnem roku. Ne glede na zgoraj navedeno si družba Michelin pridržuje pravico, da sprejme vse ustrezne ukrepe za zmanjšanje korupcijskega tveganja, vključno s prekinitvijo naročila, te Pogodbe in/ali drugega pogodbenega razmerja med Pogodbenicama.
- Stranka spoštuje in zahteva, da vsi njeni poslovni partnerji (Stranke in dobavitelji) ter podizvajalci spoštujejo vse veljavne zakone, statute, kodekse in predpise, vključno, a ne omejeno na tiste v zvezi s preprečevanjem korupcije, podkupovanja, pranja denarja, goljufij, zdravjem in varnostjo, okoljem (ter se izogiba vsem praksam, ki lahko povzročijo škodo okolju, zlasti v zvezi s praksami, ki lahko prispevajo k povečanju krčenja gozdov, požiganja zemlje in erozije tal), delovno zakonodajo, človekovimi pravicami, nadlegovanjem in diskriminacijo.
- Stranka bo poslovala pošteno, etično in pregledno ter sprejela, spodbujala in spoštovala temeljna pravila na področju človekovih pravic, dela, okolja, etike, goljufij, boja proti podkupovanju in korupciji. Michelin svojim Strankam daje na voljo etično linijo, ki jo lahko uporabijo v primeru kršitev Michelinovega etičnega kodeksa (na

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/>

voljo na naslednji povezavi: <https://ethique.michelin.com/en/>), ali protikorupcijski program skladnosti. Opozorila se lahko pošljejo prek naslednje povezave: <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

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 paragraph 11.5.1. is complied with by any third parties further down the commercial chain, including by possible resellers.

TRGOVINSKE OMEJITVE IN STALIŠČA SKUPINE MICHELIN.

Stranka mora upoštevati vse veljavne zakone in predpise v zvezi z dobavo, prodajo, prenosom, pretovarjanjem, izvozom, ponovnim prenosom ali ponovnim izvozom izdelkov, med drugim tudi tiste, ki se nanašajo na trgovinske omejitve. V izogib dvomu vsi veljavni zakoni in predpisi vključujejo tiste, ki izhajajo iz Združenih narodov, Evropske unije, OVSE ali Združenih držav Amerike.

Stranka ne sme povzročiti, da bi družba Michelin neposredno ali posredno tvegala morebitno kršitev veljavnih omejitev trgovanja. Poleg tega Stranka ne bo dobavljala, prodajala, prenašala, pretovarjala, izvažala, ponovno prenašala, ponovno izvažala, drugače dajala na voljo ali uporabljala nobenega izdelka, ki ga je dobavil Michelin, da bi se izognila veljavnim trgovinskim omejitvam, se jim izmaknila ali jih zaobšla.

Če ima družba Michelin utemeljen razlog za sum, da je izdelek dobavljen, prodan, prenesen, pretovorjen, izvožen, ponovno prenesen, ponovno izvožen ali kako drugače dan na voljo jurisdikciji, za katero veljajo ustrezne trgovinske omejitve, ali osebi z omejitvami ali za uporabo, namen ali dejavnost, ki je prepovedana ali drugače omejena s trgovinskimi omejitvami, si družba Michelin pridržuje pravico, da:

nemudoma prekine izvajanje te Pogodbe ali pogodbenega razmerja;

od Stranke zahteva dodatne informacije ali dokumentarna dokazila, med drugim licence, potrjena končnega uporabnika, prevozno ali komercialno dokumentacijo, da bi preverila končno(-e) uporabo(-e) ali končnega(-e) uporabnika(-e) izdelkov; ali

sprejme vse druge ustrezne ukrepe v zvezi s svojim poslovnim odnosom s Stranko.

Stranka potrjuje, da na dan sklenitve te pogodbe niti Stranka niti nobena od njenih družb v skupini niti noben od njenih direktorjev ali vodilnih delavcev ni oseba z omejitvami. Stranka mora nemudoma obvestiti Michelin, če katera od zgoraj navedenih Strank, družb v skupini Stranke, direktorjev ali uradnikov postane omejena oseba.

Sankcije in nadzor izvoza v zvezi z Rusijo, Belorusijo in sankcioniranimi regijami Ukrajine (Krimski regija in regije Doneck, Kherson, Luhansk in Zaporizhzhia ali katera koli druga regija Ukrajine, ki bi lahko v prihodnosti postala sankcionirana):

Stranka ne sme prodajati, izvažati ali ponovno izvažati, tranzitirati, neposredno ali posredno, v, znotraj ali preko ali za uporabo v Rusiji ali Belorusiji ali sankcioniranih regijah Ukrajine katerega koli blaga ali tehnologij, dobavljenih po tej Pogodbi ali v povezavi z njo, ki spadajo v okviru veljavnih režimov sankcij, ki jih uvedejo ustrezne jurisdikcije (zlasti Združene države Amerike, Evropska unija, Kanada, Združeno kraljestvo), ki veljajo za zgoraj navedena ozemlja. Stranka ne sme izvajati nobenih dejanj, ki bi lahko subjekte ali zaposlene skupine Michelin izpostavila morebitni odgovornosti v okviru istih sankcijskih ukrepov. Da bi se izognili kakršnemu koli dvomu, Stranki, ki prejme izdelek iz ZDA/ZDA jurisdikcije je prepovedano neposredno ali posredno izvažati v, ponovno izvažati, prenašati znotraj ali skozi ali za uporabo v zgoraj navedenih državah in ozemljih.

Stranka si bo po najboljših močeh prizadevala zagotoviti, da bodo namen odstavka 11.5.1. izpolnjevale vse tretje osebe nižje v trgovski verigi, vključno z morebitnimi preprodajalci.

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 paragraph 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 paragraphs 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:

- 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 paragraphs 11.5.1., 11.5.2. or 11.5.3., including notably any relevant activities by third parties that may contravene the purpose of paragraph 11.5.1. Customer shall make available to Michelin any information concerning compliance with the obligations under paragraph 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

Stranka mora vzpostaviti in vzdrževati ustrezen nadzorni mehanizem za odkrivanje kakršnih koli ravnanj tretjih oseb nižje v komercialni verigi, vključno s strani morebitnih preprodajalcev, ki bi bilo v nasprotju s ciljem odstavka 11.5.1. Stranka se prav tako zaveda možnih kaznovanih pravnih tveganj, povezanih z izogibanjem sankcijam, uvedenim proti tem državam ali regijam, z uporabo tretjih držav, ki ne uvajajo sankcij proti tem državam ali regijam. Posledično se stranka zaveže, da bo opravila ustrezno skrbnost, vključno z odkrivanjem rdečih zastavic, pri uporabi ali trgovanju s katerimi koli izdelki ali storitvami skupine Michelin, da se izogne vključitvi izdelkov, storitev, podjetij ali zaposlenih v skupini Michelin v transakcijo ali dejavnost, ki bi jih lahko izpostavila morebitni odgovornosti v okviru veljavnih režimov sankcij.

Vsaka kršitev odstavkov 11.5.1., 11.5.2. ali 11.5.3. pomeni bistveno kršitev bistvenega elementa Pogodbe in Michelin ima pravico uporabiti ustrezna pravna sredstva in sprejeti ustrezne ukrepe, vključno z, vendar ne omejeno na:

- takojšnja prekinitev Pogodbe; in/ali
- takojšnjo odpoved te Pogodbe; in
- kazen v višini do 100 % (i) skupne vrednosti Pogodbe ali (ii) cene prodanega ali izvoženega blaga in storitev, kar je višje.

Stranka nemudoma obvesti Michelin o kakršnih koli informacijah ali znanju, ki kažejo na neskladnost z odstavkoma 11.5.1., 11.5.2. ali 11.5.3., vključno predvsem z vsemi ustreznimi dejavnostmi tretjih oseb, ki so lahko v nasprotju z namenom odstavka 11.5.1. Stranka mora dati Michelinu na voljo vse informacije v zvezi z izpolnjevanjem obveznosti iz odstavkov 11.5.1., 11.5.2. in 11.5.3 takoj, ko je razumno izvedljivo pisno zahtevo po takšnih informacijah.

Stranka bo povrnila škodo Michelinu in jo zaščitila pred morebitnimi izgubami, stroški, zahtevki, vzroki za tožbe, odškodninami, obveznostmi in izdatki, vključno z odvetniškimi honorarji, vsemi stroški spora ali poravnave in sodnimi stroški, ki nastanejo zaradi nespoštovanja omejitev trgovanja ali stališč skupine Michelin s strani Stranke. Stranka je odgovorna za vsako dejanje ali opustitev dejanja Stranke, njenih uradnikov, zaposlenih, Povezanih družb, zastopnikov, dobaviteljev ali podizvajalcev na katerikoli ravni pri izvajanju obveznosti iz poglavja 11.

Stranka mora upoštevati stališča skupine Michelin, ki lahko vsebujejo strožje določbe od tukaj opredeljenih omejitev trgovanja.

ODPOVED.

Odpuved zaradi prikladnosti. Brez vpliva na katerokoli drugo pravico ali pravno sredstvo, ki ga ima na voljo, in v obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, lahko Michelin kadarkoli brez razloga in brez plačila odpove Pogodbo, če o tem pisno obvesti Stranko trideset (30) Koledarskih dni vnaprej.

Odpuved zaradi bistvene kršitve. Če Stranka bistveno krši svoje obveznosti iz Pogodbe, lahko Michelin brez vpliva na katerokoli drugo pravico ali pravno sredstvo, ki je na voljo Michelinu, s pisnim obvestilom Stranki odpove Pogodbo in vsa druga pogodbeni razmerja s takojšnjim učinkom:

če Stranka te bistvene kršitve ne odpravi v štirinajstih (14) Koledarskih dneh po tem, ko ga je Michelin o tem pisno obvestil; ali

če bistvene kršitve Stranke ni mogoče odpraviti, kar določi družba Michelin po lastni presoji.

Odpuved zaradi prenehanja. V primeru prenehanja katerekoli Strank po zakonu ali kako drugače, lahko katerakoli od Pogodbenic nemudoma

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

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.

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.

in brez predhodnega obvestila odpove Pogodbo in/ali drugo pogodbeno razmerje med Pogodbenicama.

Prenehanje zaradi stečaja. V obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, lahko katerakoli Pogodbenica nemudoma in brez odpovednega roka prekine Pogodbo in/ali drugo pogodbeno razmerje med Pogodbenicama, če po mnenju Pogodbenice, ki prekinja Pogodbo, druga Pogodbenica, njen principal ali lastnik ali porok poslovanja te Pogodbenice postane insolventen ali bo verjetno postal insolventen.

Michelinova pravica do prekinitve zaradi spremembe Nadzora ali prenosa. Michelin lahko Pogodbo in/ali drugo pogodbeno razmerje med Pogodbenicama prekine v primeru:

spremembe Nadzora nad Stranko, kot jo opredeljuje veljavna zakonodaja, razen če je Michelin pred nastankom take spremembe Nadzora pisno obveščen o spremembi in poda pisno odobritev; ali

poskusa prenosa te Pogodbe ali katerekoli pravice ali interesa, ki izhaja iz Pogodbe, brez predhodnega pisnega soglasja družbe Michelin.

Učinki odpovedi. Po prenehanju veljavnosti Pogodbe iz kakršnegakoli razloga mora Stranka nemudoma prenehati uporabljati Znamke v kakršnikoli obliki, brez poseganja v pravico Stranke do prodaje izdelkov, ki jih ima na zalogi na dan prenehanja veljavnosti Pogodbe.

Stranka se zavezuje, da bo v tridesetih (30) Koledarskih dneh po prenehanju veljavnosti te Pogodbe iz kateregakoli razloga odstranila in vrnila družbi Michelin vse napise, ki vsebujejo Znamke na katerihkoli lokacijah, in vse dokumente, ki ji jih je posredovala družba Michelin. Družbi Michelin se s tem podelijo vsa pooblastila, da po koncu navedenega obdobja na stroške Stranke izvede vsak takšen postopek demontaže.

Vsi zneski, ki jih Stranka dolguje družbi Michelin ali obratno, postanejo takoj zapadli in plačljivi. Za zagotovitev takojšnjega plačila se pogodbenici strinjata, da bosta sodelovali in delovali druga z drugo pri določanju in obdelavi vseh takšnih zapadlih zneskov. Družba Michelin ima pravico, da vse zneske, ki jih dolguje družba Michelin ali katerakoli njena Povezana družba (med drugim vključno z dobropisi, bonusi ali popusti, pridobljenimi ali plačljivimi v skladu s Pogodbo), uporabi za Stranke (ali z njim povezano osebo ali subjekt) za zmanjšanje vseh zneskov, ki jih ta dolguje družbi Michelin.

ZAUPNOST.

V skladu s poglavjem 13.4 spodaj se Pogodbenici strinjata, da ne bosta nikomur razkrili Zaupnih informacij druge Pogodbenice ali v zvezi z njo, ki so jima bile razkrite ali so prišle v njuno last kot rezultat izvajanja te Pogodbe ali drugega pogodbenega razmerja med Pogodbenicama, in sicer za obdobje veljavnosti te Pogodbe ali drugega pogodbenega razmerja med Pogodbenicama ter za dodatno obdobje dveh (2) let po prenehanju zgoraj omenjenih pogodbenih razmerij med Pogodbenicama.

Zaupne informacije lahko vsaka Pogodbenica uporablja le za izpolnjevanje namena te Pogodbe in jih lahko deli le z zaposlenimi, Povezanimi družbami in zastopniki Pogodbenic za izpolnjevanje namena te Pogodbe. V izogib dvomu in v skladu z veljavnimi pravili in predpisi s področja varstva konkurence se distributerji štejejo za tretje osebe in so zato izključeni iz opredelitve pridruženega podjetja za namene poglavja 13.

Vsaka Pogodbenica bo Zaupne informacije varovala z enako stopnjo skrbnosti, kot jo uporablja za svoje podobne informacije, vendar v vsakem primeru ne manj kot z razumno stopnjo skrbnosti.

Nobena določba te Pogodbe ne prepoveduje razkritja informacij, ki: (i) so že v javni domeni; (ii) postanejo del javne domene po razkritju pogodbenici prejemnici, razen v primeru njenega protipravnega dejanja; (iii) so prejete od tretje osebe, če jih ta tretja oseba ni pridobila neposredno ali posredno od pogodbenice prejemnice; ali (iv) jih mora razkriti zakon ali katerikoli vladni ali regulativni organ ali služba.

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 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

GARANCIJA IN ODPOKLIC IZDELKA.

Splošno. Družba Michelin bo upoštevala obvezne lokalne zakone in izjave o omejeni garanciji, ki so priložene izdelkom ali kako drugače na voljo Stranki.

Če v ustreznem garancijskem dokumentu za izdelek ni navedeno drugače, se garancija za izdelek začne z dnem, ko so izdelki dostavljeni Stranki.

V ustreznem obsegu se Stranka zavezuje, da bo posredovala pri zahtevkih svojih končnih uporabnikov/Strank, družba Michelin pa bo neposredno sodelovala s Stranko v zvezi z vsemi garancijskimi zahtevki.

Garancija za izdelke ne velja za zahteve ali pritožbe, ki temeljijo na okoliščinah, ki izhajajo iz ravnanja, montaže, zagona, uporabe ali servisiranja izdelkov s strani Stranke na način, ki ni v skladu s Pogodbo ali informacijami o izdelkih družbe Michelin.

Odpoklic izdelka. Stranka in Michelin se strinjata, da bosta upoštevala in sledila vsem ustreznim obvezujočim zakonom, ki se uporabljajo v zvezi s postopki in zahtevami za odpoklic izdelka.

OMEJITEV ODGOVORNOSTI.

Ne glede na podlago odgovornosti bodo vsi odškodninski zahtevki Stranke predmet omejitev, navedenih v poglavju 15.

V obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, družba Michelin ni odgovorna za izgubo, škodo ali kazni, ki jih utrpi Stranka:

zaradi zamude, neuspeha ali nezmožnosti dobave ali dostave izdelka, vključno s pomanjkanjem surovin, vendar ne omejeno nanje; ali

zaradi ali v zvezi z izpolnjevanjem Strankinih obveznosti do tretjih oseb.

OMEJITEV ODGOVORNOSTI. V SKLADU S SPODNJIM POGLAVJEM 15.4 (IZJAVA O OMEJITVI ODGOVORNOSTI) IN RAZEN ČE NI DRUGAČE PREPOVEDANO Z VELJAVNO OBVEZUJOČO ZAKONODAJO, SKUPNA ODGOVORNOST MICHELINA DO STRANKE ZA VSO NEPOSREDNO ŠKODO, KI JO JE STRANKA UTRPELA V SKLADU S TO POGODBO, NE SME PRESEGATI DEJANSKE ŠKODE, KI JO JE UTRPELA STRANKA IN JE V VSAKEM PRIMERU OMEJENA NA SKUPNI ZNESEK, KI GA JE MICHELIN ZARAČUNAL STRANKI ZA DVANAJST (12) MESECEV PRED NASTANKOM IZGUBE ALI ŠKODE. V NOBENEM PRIMERU NOBENA OD POGODBENIC NI ODGOVORNA DRUGI POGODBENICI ZA POSLEDIČNO, POSREDNO, NAKLJUČNO, POSEBNO, EKSEMPLARIČNO, TROJNO, KAZENSKO, VEČKRATNO ALI POVEČANO ŠKODO ALI ZA IZGUBLJENI DOBIČEK, IZGUBLJENE PRIHODKE ALI ZMANJŠANJE VREDNOSTI, KI IZHAJAJO IZ TE POGODBE ALI V ZVEZI Z NJO ALI IZVAJANJEM KATEREKOLI OD POGODBENIC NA NJENI PODLAGI.

IZJAVA O OMEJITVI ODGOVORNOSTI. MICHELIN NE JAMČI, DA BO SPLETNA PLATFORMA, KI SE UPORABLJA ZA NAROČANJE IZDELKOV (ALI KATERIKOLI PODATKI ALI INFORMACIJE, KI SO NA VOLJO PREK TE PLATFORME), NEPREKINJENA, VARNA, NATANČNA, POPOLNA, BREZ NAPAK, VIRUSOV ALI ŠKODLJIVE KODE, ZDRUŽLJIVA Z DRUGIMI SISTEMI, PROGRAMSKO OPREMO ALI STORITVAMI ALI DA BO DELOVALA Z NJIMI; PRAV TAKO NE JAMČI ZA REZULTATE, KI JIH JE MOGOČE DOSEČI Z UPORABO PLATFORME.

Omejitev odgovornosti iz poglavja 15 ne velja za:

smrt ali telesno poškodbo zaradi namernega dejanja ali hude malomarnosti družbe Michelin;

odškodnine, ki izhajajo neposredno iz goljufije ali namernega zavračanja Pogodbe s strani družbe Michelin;

drugo odgovornost, ki je ni mogoče izključiti ali omejiti v skladu z veljavno obvezno zakonodajo; ali

- 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
- 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.
- 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.
- This Section 16 shall survive termination of the Contract.
- 16.6.
17. **USE OF CUSTOMER DATA AND DATA PROTECTION.**
- 17.1. **CUSTOMER DATA.**
- obveznost pogodbenice, da povrne škodo in brani drugo pogodbenico pred določenimi zahtevki tretjih oseb.
- Zastaranje tožbe.** V obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, Stranka (ali katerakoli Stranka, ki uveljavlja zahtevek s strani Stranke, prek nje ali pod njo) ne sme vložiti nobene tožbe ali zahtevka na podlagi pravnega zahtevka, ne glede na obliko, ki izhaja iz Pogodbe ali je z njimi povezana, več kot eno (1) leto po dogodku, zaradi katerega je tak zahtevek nastal.
- ODŠKODNINA.**
- Odškodnina s strani Stranke.** Stranka mora Michelinu povrniti škodo za vse izgube, poškodbe, obveznosti, zahtevke, stroške ali izdatke (vključno s pravnimi stroški), ki jih ima Michelin v zvezi s Pogodbo in/ali drugim pogodbenim razmerjem med Pogodbenicama, med drugim:
- za uporabo, zlorabo, distribucijo ali redistribucijo ali druga dejanja, ki jih izvedejo (ali ne izvedejo) Stranka, njeni uradniki, zaposleni, Povezane družbe, zastopniki, dobavitelji ali podizvajalci;
- če Stranka ne pridobi ustreznih poslovnih dovoljenj, licenc in/ali odobritev;
- če Stranka pravočasno ne plača prometnega, trošarinskega, dohodninskega ali drugega davka ali če Stranka pravilno ne vloži vseh zahtevanih davčnih napovedi; in/ali
- če Stranka krši Pogodbo in/ali drugo pogodbeno razmerje med pogodbenicama,
- razen če so takšne izgube posledica goljufije, hude malomarnosti ali namernega napačnega ravnanja družbe Michelin pri izvajanju njenih obveznosti v skladu s Pogodbo in drugim pogodbenim razmerjem.
- Odškodnina za intelektualno lastnino.** Michelin bo Stranki povrnil škodo za vse izgube, škodo, obveznosti, zahtevke, stroške ali izdatke (vključno s stroški odvetnika), ki bi nastali Stranki zaradi kakršnegakoli zahtevka ali tožbe, ki bi zatrjeval, da uporaba znamk ali prodaja izdelkov krši katerokoli blagovno znamko, avtorsko pravico ali patent tretjih oseb, vendar pod pogojem, da:
- to poglavje 16 ne zajema zahtevkov ali tožb zaradi kršitev, ki izhajajo iz tega, da Stranka ne uporablja znamk ali izdelkov v skladu s Pogodbo ali drugim pogodbenim razmerjem, in družba Michelin na podlagi tega nima nobenih obveznosti; in
- Stranka nemudoma obvesti družbo Michelin o zahtevku ali tožbi, ki je razlog za takšno obveznost; in
- ima družba Michelin izključni nadzor nad obrambo in vsemi pogajanjmi za poravnavo takega zahtevka ali tožbe. Stranka sodeluje z družbo Michelin pri obrambi ali poravnavi takega zahtevka ali tožbe.
- Če je vložen ali bo verjetno vložen zahtevek ali tožba, za katero mora družba Michelin Stranki povrniti škodo v skladu s tem poglavjem 16, lahko družba Michelin od Stranke zahteva, da takoj preneha uporabljati blagovne znamke in/ali prodajati izdelke, Stranka pa mora takšno zahtevo izpolniti.
- Stranka bo Michelinu povrnila škodo za morebitne izgube, škodo, odgovornosti, zahtevke, stroške ali lastne stroške (vključno z morebitnimi pravnimi stroški), ki jih ima Michelin zaradi kakršnega koli zahtevka ali tožbe, ki trdi, da uporaba Podatkov Stranke v skladu s Pogodbo krši katero koli blagovno znamko, avtorsko pravico, patent tretjih oseb ali drugo pravico intelektualne lastnine.
- TA RAZDELEK 16 NAVAJA CELOTNO MOŽNO ODGOVORNOST VSAKE POGODBENICE TER EDINO IN IZKLJUČNO PRAVNO SREDSTVO DRUGE POGODBENICE ZA ZAHTEVKE ALI TOŽBE TRETJIH OSEB, KI TEMELJI NA KRŠITVI PRAVIC INTELLEKTUALNE LASTNINE TE TRETJE OSEBE.
- Ta razdelek 16 ostane v veljavi tudi po prenehanju veljavnosti Pogodbe.
- UPORABA STRANKINIH PODATKOV IN VARSTVO PODATKOV.**
- PODATKI STRANKE.**

- 17.1.1. Customer Warranties.** Customer represents and warrants that any and all Customer Data provided and/or uploaded to 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 (ii) 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 these General Terms and Conditions, 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 these General Terms and Conditions 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 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 **Jamstva Stranke.** Stranka izjavlja in jamči, da so vsi podatki Stranke, ki so bili posredovani in/ali naloženi v Michelin, resnični, točni, aktualni in popolni v vseh pogledih.
- Pravica do uporabe Strankinih podatkov.** Stranka izrecno dovoljuje družbi Michelin in njenim Povezanim družbam in/ali podizvajalcem, neposredno ali posredno prek zunanjih izvajalcev, da hranijo, dostopajo, obdelujejo, kopirajo, izvajajo, čistijo in/ali brišejo Podatke o Stranki (vključno z osebnimi podatki Stranke, v izogib dvomu), shranjene v bazi podatkov družbe Michelin, če se nanašajo na izdelke, ki jih zagotavlja družba Michelin, in/ali če je to potrebno za izvajanje obveznosti v skladu s Pogodbo. Prav tako Stranka pooblašča Michelin in/ali njegov Povezane družbe in/ali podizvajalce, da očistijo in/ali izbrišejo Podatke Stranke, ki ne predstavljajo potrebnih jamstev v zvezi z izdelki, ki jih zagotavlja Michelin (ali v primeru upravičenega dvoma), ali v skladu z veljavnimi zakonskimi določbami.
- Pravica do uporabe tehničnih podatkov.** Družba Michelin, njene Povezane družbe in/ali podizvajalci lahko po vsem svetu uporabljajo tehnične podatke za:
- izvajanje svoje obveznosti iz Pogodbe;
 - ponujanje dodatnih storitev Stranki, kot je lastno individualno poročanje na podlagi konsolidiranih podatkov, in/ali vzpostavitev in/ali razširitev podatkovne zbirke, ki se lahko uporablja za poročanje o konsolidiranih podatkih, statistične, referenčne in/ali primerjalne analize, trženjske namene, raziskave in/ali prihodnji razvoj izdelkov v času veljavnosti te Pogodbe in pozneje v okviru družbe Michelin in njenih Povezanih družb in/ali njenih podizvajalcev, če so taki tehnični podatki anonimizirani (pri čemer ni mogoče vzpostaviti neposredne ali posredne povezave med takimi podatki in Stranko).
- Razen pravic, podeljenih v pododdelku 17.1.3 (ii) zgoraj, ki so podeljene za najdaljše zakonsko obdobje varstva pravic intelektualne lastnine, pravica do uporabe tehničnih podatkov preneha ob koncu veljavnosti teh splošnih pogojev, ne glede na vzrok.
- VARSTVO PODATKOV.**
- Vsaka pogodbenica se zavezuje, da bo pri obdelavi osebnih podatkov, ki jo izvaja za lastne namene v okviru teh splošnih pogojev, izpolnjevala vse obveznosti, ki izhajajo iz uporabe veljavne in občasno spremenjene zakonodaje o varstvu podatkov in zasebnosti ter regulativnih zahtev, ki se lahko uporabljajo za obdelane osebne podatke, vključno s Splošno uredbo o varstvu podatkov (EU/2016/679) in njenimi morebitnimi posodobitvami ter obstoječo lokalno zakonodajo ali drugo zakonodajo o varstvu podatkov, ki velja zunaj Evropske unije (skupaj "**Zakonodaja o varstvu podatkov**").
- Stranka se zaveda, da družba Michelin kot upravljavec osebnih podatkov, ki jih prejme od Stranke, obdeluje osebne podatke za namen upravljanja dejavnosti, povezanih s pogodbenim razmerjem s Strankami v skladu z zakonodajo o varstvu podatkov. Obdelava temelji na zakonitem interesu družbe Michelin, ki je povezan z izvajanjem te Pogodbe. V skladu s tem se Stranka zavezuje, da bo posameznike, na katere se nanašajo osebni podatki (na primer svoje zaposlene), obvestila o takšni obdelavi osebnih podatkov, če veljavna zakonodaja o varstvu podatkov ne določa drugače, in da se vsi zadevni osebni podatki, obdelani v skladu s Pogodbo, hranijo za čas trajanja pogodbenega razmerja, povečanega za zakonske zastaralne roke.
- Obdelane podatke lahko uporabljajo ustrezni oddelki družbe Michelin in po potrebi njeni podobdelovalci, od katerih se nekateri lahko nahajajo zunaj države izvora osebnih podatkov, kot so EU, ZDA in Indija. Da bi zagotovili ustrezne zaščitne ukrepe za prenos takih osebnih podatkov, so bili med družbo Michelin in njenimi podobdelovalci podpisani sporazumi o čezmejnem prenosu podatkov, ki vključujejo standardne klavzule Evropske komisije. Prenosi se lahko izvajajo tudi znotraj skupine Michelin, urejajo pa jih zavezujoča poslovna pravila skupine Michelin, ki jih je potrdil francoski organ za varstvo podatkov (na voljo na spletni strani www.michelin.com).

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 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 concluding 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 concluding 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
- Če se osebni podatki prenesejo izven Evropskega gospodarskega prostora, Michelin zagotovi izvajanje in/ali sprejetje ustreznih zaščitnih ukrepov, med drugim tudi standardnih pogodbenih klavzul.
- Posamezniki, na katere se nanašajo osebni podatki, imajo pod zakonsko določenimi pogoji pravico do dostopa, popravka, prenosljivosti, omejitve obdelave, ugovora iz zakonitih razlogov in izbrisa v obsegu, ki ga določa veljavno obvezno pravo. Posamezniki, na katere se nanašajo osebni podatki, ki želijo uveljavljati svoje pravice, se obrnejo na družbo Michelin. Če zahteve posameznika, na katerega se nanašajo osebni podatki, niso izpolnjene, lahko ta vloži pritožbo pri ustreznem organu za varstvo podatkov.
- VIŠJA SILA.**
- Učinki Višje sile.** Vsaka Pogodbenica je oproščena odgovornosti za neizpolnitev obveznosti iz te Pogodbe v obdobju in obsegu, v katerem je njena pravilna izpolnitev onemogočena zaradi Višje sile.
- V obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja ali predpisi, Stranka ne bo oproščena obveznosti plačila družbi Michelin zaradi dogodka Višje sile.
- Obveščanje in dolžnost zmanjšanja škode.** Stranka, ki se želi sklicevati na Višjo silo, mora o tem obvestiti Michelin čim prej, vendar najpozneje v 30 Koledarskih dneh po nastopu Višje sile. Če Stranka ne obvesti družbe Michelin v skladu s podpoglavjem 18.3., ni oproščena odgovornosti za neizpolnitev, ki jo povzroči tak dogodek Višje sile.
- Obe Pogodbenici si morata po najboljših močeh prizadevati, da preprečita in zmanjšata učinek neizpolnjevanja Pogodbe, ki ga povzroči Višja sila. V primeru pomanjkanja v proizvodnji ali dobavi izdelkov iz kateregakoli razloga, si družba Michelin ob upoštevanju veljavne obvezujoče zakonodaje pridržuje pravico, da po lastni presoji razporedi dobavo izdelkov sebi in drugi Stranki, ne da bi imela zaradi tega kakršnokoli odgovornost do Stranke.
- VELJAVNO PRAVO, PRISTOJNOST IN REŠEVANJE SPOROV.**
- To Pogodbo ureja zakonodaja pravne jurisdikcije, v kateri je ustanovljen subjekt Michelin, ki sklepa Pogodbo.
- Kjer je primerno, je uporaba Konvencije Združenih narodov o pogodbah o mednarodni prodaji blaga s to določbo izključena.
- V primeru spora, ki izhaja iz Pogodbe ali je z njimi povezan in pred vložitvijo tožbe pri pristojnem sodišču, lahko Pogodbenici v dobri veri poskušata rešiti spor v tridesetih (30) Koledarskih dneh s pogajanjem med predstavniki, ki so pooblaščenici za reševanje spora.
- Če spora ni mogoče rešiti s pogajanjem, so ne glede na podpoglavje 19.3. zgoraj za reševanje vseh sporov, ki izhajajo iz Pogodbe ali so z njimi povezani, pristojna sodišča v kraju sedeža subjekta Michelin, ki je sklenil Pogodbo.
- Ne glede na druge določbe poglavja 19 lahko družba Michelin v obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, pri pristojnem sodišču zahteva tudi pravično zadoščenje ali začasno odredbo.
- DRUGI POGOJI.**
- Sklepanje pogodb s podizvajalci.** Družba Michelin lahko odda eno ali vse svoje obveznosti po Pogodbi podizvajalcem, ne da bi o tem obvestila Stranko. Ne glede na zgoraj navedeno je družba Michelin odgovorna za dejanja in opustitve vsakega takega podizvajalca.
- Odstop.** Stranka ne sme prenesti te Pogodbe ali katerekoli svoje pravice ali obveznosti po njej brez predhodnega pisnega soglasja družbe Michelin. Vsak odstop s strani Stranke je ničen in neveljaven. Družba

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.

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 applies 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 force 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.

Michelin lahko Pogodbo in katerokoli pravico ali interes iz nje kadarkoli prenese na Povezano družbo.

Preživetje. Vse obveznosti pogodbenic, ki se nanašajo na plačilo, povračilo, odškodnino, jamstvo in določbo, ki naj bi začela veljati ali ostala v veljavi ter vse obveznosti iz Pogodbe, ki po določitih Pogodbe nastanejo ob prenehanju ali po njem, ostanejo veljavne tudi po prenehanju ali izteku Pogodbe.

Ločljivost. Če se poglavje ali del poglavja Pogodbe razglasi za nezakonitega, ničnega ali neizvršljivega, ta nezakonitost, ničnost ali neizvršljivost ne vpliva na zakonitost, veljavnost ali izvršljivost drugih pogodbenih klavzul. Pogodbenici se v dobri veri pogajata o nadomestitvi neveljavnih določb z veljavnimi, da se doseže predvideni komercialni ali poslovni namen nezakonite, nične ali neizvršljive določbe.

Jezik in obvestila. Pogodba je bila pripravljena v jeziku pravne jurisdikcije, v kateri je ustanovljen subjekt Michelin, ki izdaja splošne pogoje. Vsa obvestila in druga sporočila, ki jih zahteva ali dovoljuje Pogodba in drugo pogodbeno razmerje med Pogodbenicama, morajo biti v pisni obliki v jeziku Pogodbe, v jeziku, o katerem se Strank Pogodbenici sporazumeta, ali jim mora biti priložen overjen prevod, pri čemer so veljavna, če so poslana na naslove iz uvoda te Pogodbe (ali na druge naslove, ki sta si jih Pogodbenici pisno sporočili), po kurirju, s priporočeno ali hitro pošto ali po pošti s potrdilom o prejemu. V primeru neskladja med obvestilom v jeziku Pogodbe in priloženim overjenim prevodom tega obvestila, prevlada različica obvestila v jeziku Pogodbe. Pogodbenica lahko spremeni svoj naslov za takšna sporočila z ustreznim pisnim obvestilom drugi pogodbenici v skladu s tem podpoglavjem 20.5.

Pravica do revizije. Stranka se strinja, da bo družbi Michelin na zahtevo predložila finančne evidence in drugo dokumentacijo, ki jo družba Michelin upravičeno potrebuje za preverjanje, ali je Stranka izpolnila svoje obveznosti po tej pogodbi. Takšne evidence in dokumentacijo bo Stranka hranila najmanj pet (5) let po izteku ali prenehanju Pogodbe. Stranka se strinja, da bodo vse te evidence in dokumentacija na voljo družbi Michelin za revizijo v dvainsedemdesetih (72) urah po pisnem obvestilu družbe Michelin ali njenega zunanjega revizorja. Vsaka revizija na kraju samem bo izvedena v času običajnega delovnega časa Stranke. Družba Michelin si pridržuje pravico, da takoj prekliče vse ugodnosti v skladu s Pogodbo, če Stranka ne predloži zadovoljive dokazne dokumentacije.

Celotni dogovor. Ta Pogodba in vse, kar je tu vključeno s sklicevanjem, predstavljajo celoten dogovor med Pogodbenicama in nadomeščajo vse prejšnje pisne dokumente ali korespondenco (če obstaja) o predmetu tega dogovora.

Izvedba/izvodi. V ustreznem obsegu se lahko Pogoda ob podpisu sestavi v poljubnem številu izvodov, od katerih se vsak šteje za izvirnik, vsi skupaj pa predstavljajo en in isti instrument. Pogodbo so podpisali ustrezno pooblaščen zastopniki Pogodbenic, elektronski podpis, opravljen s sredstvi elektronskega prenosa, pa je enako pravno zavezujoč kot fizični podpis.

Razmerje med Pogodbenicama. Ta Pogodba se nanaša na prodajo Izdelkov Michelin Stranki s strani družbe Michelin in razmerja nobena od Pogodbenic ne namerava uporabljati kot franšizno razmerje med Pogodbenicama. Stranka družbi Michelin ni plačala franšizne pristojbine in ne posluje v skladu s poslovnim sistemom, ki ga je zagotovila družba Michelin. Poleg tega se Pogodba ne sme razlagati kot ustvarjanje skupnega podjetja, združenja, partnerstva, zaposlitve ali druge oblike poslovne organizacije ali razmerja zastopanja med Stranko in družbo Michelin.

Odpoved. Če katerakoli od Pogodbenic ne uveljavlja ali ne izvaja pravice iz katerekoli določbe Pogodbe, se to ne šteje kot odpoved takim pravicam. Noben običaj, praksa ali potek poslovanja ne pomeni odpovedi katerikoli določbi Pogodbe.

- 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.
- Spremembe.** Michelin si pridržuje pravico, da kadarkoli spremeni Pogodbo v obsegu, ki ga dovoljuje veljavna zakonodaja. Spremenjeni splošni pogoji se uporabljajo od trenutka, ko so prvič na voljo, ne glede na način sporočanja. Veljavni posodobljeni splošni pogoji so na voljo na Michelinovi spletni strani.
- Nasprotja.** Če pride do nasprotja ali nejasnosti med katerokoli določbo teh splošnih pogojev in poznejšimi prilogami regionalnih pogojev, se takšno nasprotje reši v skladu z naslednjim prednostnim vrstnim redom: Regionalni pogoji in nato ti splošni pogoji.
- V primeru neskladja ali dvoumnosti med katerokoli določbo teh splošnih pogojev in poznejših prilog regionalnih pogojev ter katerokoli dokumentacijo Stranke (kot so naročila, splošni pogoji nakupa itd.), prevladajo ti splošni pogoji in poznejše priloge regionalnih pogojev.

SCHEDULE [1] REGIONAL TERMS | MICHELIN HUNGARY

These Regional Terms shall apply to Michelin Hungary. 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 General Terms and Conditions unless otherwise specified.

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 using one or more of 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:

2.2.2. unilaterally modify or cancel any Orders based on the availability and supply of the Products, with informing the Customer accordingly; and with no effect on the term of the present General Terms and Conditions; and/or

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

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

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 (Customer Rights, Obligations and Restrictions), Michelin may decide to retain 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. CUSTOMER RIGHTS, OBLIGATIONS AND RESTRICTIONS.

- 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

[1] ODDELEK REGIONALNI POGOJI | MICHELIN MADŽARSKA

Ti regionalni pogoji veljajo za Michelin Madžarska. V primeru neskladja med splošnimi pogoji (SP) in temi regionalnimi pogoji prevladajo ti regionalni pogoji. Sklicevanje na določbo pomeni sklicevanje na določbo v splošnih pogojih, razen če ni drugače določeno.

ODDAJA, SPREJEM IN DOSTAVA NAROČIL.

Oddelek 2.1 (Oddajanje naročil) se spremeni in se glasi:

2.1. Stranka lahko izdelke naroči na enega ali več naslednjih načinov, ki jih občasno sporoči družba Michelin: (i) prek spleta na platformi za naročanje, ki jo določi družba Michelin; (ii) prek e-pošte; (iii) prek telefona; (iv) prek predstavnikov družbe Michelin in/ali (v) prek Michelinove službe za Stranke.

Oddelek 2.2 (Sprejem) se spremeni in se glasi:

2.2. Vsa naročila lahko družba Michelin sprejme po lastni presoji. Ko družba Michelin potrdi naročilo, se to nanaša na prejeto naročilo in noben element iz naročila glede cene, pogojev, dobavnega roka ali dobavljenih količin ni zavezujoč. Družba Michelin lahko v obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja:

2.2.2. enostransko spremeni ali prekliče vsa naročila glede na razpoložljivost in dobavo izdelkov, o čemer obvesti Stranko; brez vpliva na veljavnost teh splošnih pogojev; in/ali

2.2.3. prosto razporedi razpoložljive izdelke med svojimi Strankami in med njimi.

Oddelek 2.4 se spremeni in se glasi:

2.4. Razen če je to prepovedano z veljavno obvezujočo zakonodajo, Stranka ne sme spreminjati naročila, če to ni predhodno dogovorjeno z družbo Michelin,

Oddelek 2.8 se spremeni in se glasi:

2.8. V obsegu, ki ga dovoljuje veljavna obvezna zakonodaja in če ni drugače dogovorjeno, družba Michelin ne sprejema vračila ali zamenjave dobavljenih izdelkov, razen za izdelke z napako, kot je podrobneje opisano v oddelku 6 (Sprejem ali zavrnitev izdelkov s strani Stranke). V izjemnem primeru, ko se družba Michelin strinja z vračilom izdelkov, si pridržuje pravico, da Stranki zaračuna pristojbino za vračilo.

Doda se oddelek 2.9, ki se glasi:

2.9. V primeru Strankine udeležbe na razpisu in brez poseganja v Michelinovo omejitev odgovornosti, mora Stranka pred oddajo naročila obvestiti družbo Michelin o predvideni udeležbi na razpisu, pri čemer navede ustrezne podrobnosti o zahtevah zadevnega razpisa, kot jih zahteva Michelin, zlasti točno vrsto in količino pnevmatik ter želeni datum.

LASTNINSKA PRAVICA IN TVEGANJE.

Oddelek 3.2 se spremeni in se glasi:

3.2. V obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja in v skladu z oddelkom 4 (Pravice, obveznosti in omejitve Stranke), se družba Michelin lahko odloči, da obdrži lastninsko pravico na izdelkih, četudi so že dobavljeni, ki v tem primeru preide na Stranko šele po prejemu celotnega plačila celotne cene teh izdelkov.

PRAVICE, OBVEZNOSTI IN OMEJITVE STRANKE.

Oddelek 4.1 se spremeni, kot sledi:

4.1. V skladu z določbami te Pogodbe ima Stranka neekskluzivno pravico do nakupa izdelkov od družbe Michelin in, če Stranka deluje kot preprodajalec na trgu, do distribucije izdelkov za nadaljnjo prodajo v svojem imenu in za svoj račun.

V oddelku 4.2 se doda pododdelek 4.2.7, ki se glasi:

4.2.7. v ustreznem obsegu in v skladu z navodili družbe Michelin v zvezi s tem, posredovanje prenosa komercialnih garancij in drugih ugodnosti, ki jih zagotavlja družba Michelin, na nadaljnje prodajalce in/ali končne uporabnike.

Oddelek 4.3 se spremeni, kot sledi:

4.3. Stranka mora upoštevati vse veljavne ali občasno spremenjene in vnaprej sporočene politike in predpise družbe Michelin in skupine Michelin. Stranka zlasti priznava in se strinja, da se storitve maloprodaje družbe Michelin opravljajo v skladu z določbami iz

with the provisions set forth in Michelin retreading policy, made available on the relevant platforms/ websites.

politike maloprodaje družbe Michelin, ki je na voljo na ustreznih platformah/spletiščih.

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 (Pricing) 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 invoice, and under the terms of the Commercial Program valid on this date. 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. Following such communication, 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. All amounts owed to Michelin by Customer under the Contract, and, to the extent permitted by applicable mandatory law, 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:
9.1.1. Michelin shall be entitled to late payment interest as per the Civil Code;
- 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 be automatically terminated;
- 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:

SPREJEM ALI ZAVRNITEV IZDELKOV S STRANI STRANKE.

Oddelek 6.2 se spremeni, kot sledi:

- 6.2. Vse napake, ki jih Stranka odkrije ob dobavi, je treba: (i) sporočiti tretjemu prevozniku ob dobavi (v obliki pisne opombe na prevozniki dokumentaciji) in (ii) nemudoma pisno sporočiti družbi Michelin v skladu z navodili družbe Michelin.

Oddelek 6.3 se spremeni, kot sledi:

- 6.3. Razen če veljavni obvezni zakoni ne določajo drugače, mora Stranka v zvezi s skritimi napakami, odkritimi po dobavi, pisno obvestiti družbo Michelin takoj, ko izve za take napake, v skladu z lokalnimi zakoni in predpisi.

OBLIKOVANJE CEN, IZDAJANJE RAČUNOV IN DAVKI.

Oddelek 7.1 (Oblikovanje cen) se spremeni, kot sledi:

- 7.1. Cena, ki jo mora Stranka plačati za blago, je cena, določena v Komercialnem programu v času izdaje računa, ob upoštevanju takrat veljavnih pogojev Komercialnega programa. Stranka priznava in se strinja, da se lahko cena, ki jo družba Michelin zaračuna, razlikuje od cene, navedene ob oddaji naročila.

Oddelek 7.2 se spremeni, kot sledi:

- 7.2. Družba Michelin lahko kadar koli po razumnem predhodnem obvestilu kupcu spremeni (i) Michelinove cenike in/ali (ii) drugo cenovno ali prodajno gradivo, ki ga distribuira Michelin. Na podlagi takšnega obvestila lahko Stranka prekliče ali spremeni naročilo do dobave, sicer se šteje, da so nove cene sprejete.

PLAČILO.

Oddelek 8.1 se spremeni, kot sledi:

- 8.1. Kupec plača izdelke v skladu s plačilnimi pogoji, določenimi na računu, ki ga družba Michelin izda kupcu, ali kot se pogodbenici dogovorita drugače.

Oddelek 8.5 se spremeni, kot sledi:

- 8.5. Če kupec izpodbija katerikoli račun družbe Michelin, mora družba Michelin o sporu/zahtevku obvestiti v tridesetih (30) Koledarskih Dneh od datuma računa ali akreditiva in družbi Michelin plačati preostanek tistega dela računa, ki ga Stranka ne izpodbija, v skladu s pogoji na računu. Računi, ki niso izpodbijani v zgoraj navedenem roku, se štejejo za sprejete.

Oddelek 8.6 in pododdelek 8.6.3 se spremenita, kot sledi:

- 8.6. Ne glede na kar koli v tej pogodbi in če ni drugače prepovedano z veljavno obvezujočo zakonodajo, lahko družba Michelin kadar koli:

8.6.3. zahteva pooblastilo za neposredno obremenitev, predplačilo, odplačilni načrt, plačilo z gotovino ob dostavi ali gotovinsko plačilo za dobave ali drugo zavarovanje za dobave.

Oddelek 8.9 se spremeni, kot sledi:

- 8.9. Poleg vseh zakonsko dovoljenih pravic do pobota ali povračila in če ni drugače prepovedano z veljavno obvezujočo zakonodajo, ima družba Michelin pogodbeno pravic, da uporabi:

Oddelek 8.11 se spremeni, kot sledi:

- 8.11. Vsi dolgovi, ki jih kupec dolguje družbi Michelin na podlagi Pogodbe in, kolikor to dopušča veljavna obvezujoča zakonodaja, na podlagi katerega koli drugega pogodbenega razmerja, postanejo takoj zapadli in plačljivi po prenehanju Pogodbe iz kakršnega koli razloga.

ZAMUDA ALI NEPLAČILO.

Pododdelek 9.1.1 se spremeni, kot sledi:

- 9.1.1.1 Družba Michelin je upravičena do zamudnih obresti po obrestni meri, določeni v Obligacijskem zakoniku;

Pododdelek 9.1.4 se spremeni, kot sledi:

- 9.1.4 V obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, Strankino pooblastilo za nadaljnjo prodajo izdelkov, za katere ni v celoti plačala nakupne cene, samodejno preneha veljati;

Pododdelek 9.1.6 se spremeni, kot sledi:

- 9.1.6 V obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, vsi dolgovi, ki jih Stranka dolguje družbi Michelin v skladu s Pogodbo ali katerim koli drugim pogodbenim razmerjem med Stranki in Pogodbenicama, postanejo takoj zapadli in plačljivi.

SPREMEMBA FINANČNEGA STANJA.

Pododdelek 9.3 se spremeni, kot sledi:

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:
- c) 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:

10. **PRODUCT WARRANTY AND RECALL.**

- a) 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 recall. 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. **DATA PROTECTION.**

- a) Further information on processing activities and the rights of data subjects related thereto is available on the following website:

<https://www.michelin.si/varstvo-osebnih-podatkov>

- b) 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 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.

12. **GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION.**

- a) Section 19.1 (Governing law, jurisdiction, and dispute resolution) shall be modified and shall read as follows:

19.1 The Contract will be governed by the laws of the legal jurisdiction where Customer is incorporated.

- b) Section 19.4 (Governing law, jurisdiction, and dispute resolution) shall be modified and shall read as follows:

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 Customer will have jurisdiction to settle all disputes arising from or in connection with the Contract.

13. **MISCELLANEOUS TERMS.**

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

20.5. The Contract have been prepared bilingual, in English and in the language of the legal jurisdiction where the Customer is incorporated. In case of discrepancies, the secondly referred version shall prevail. All notices and other communications required or permitted under the Contract and any other contractual relationship

9.3 Družba Michelin lahko v obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, začasno ustavi dobavo katerega koli trenutnega naročila in ne nadaljuje z dobavo, če nastopi naslednji dogodek:

Oddelek 9.4 se spremeni, kot sledi:

9.4 Razen za izdelke, ki so bili v celoti plačani, in v obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja, se Strankina pravica do nadaljnje prodaje izdelkov, v vseh primerih ob upoštevanju pogojev iz oddelka 3 (Lastninska pravica in tveganje) preneha veljati takoj po takšni začasni prekinitvi. V takšnih primerih mora Stranka dovoliti Michelinovemu(-im) zastopniku(-om), da v Strankinih prostorih izvede(-jo) ukrepe, za katere družba Michelin meni, da so primerni in potrebni za ohranitev in uveljavitev Michelinovih pravic iz zastavne pravice.

ODPOVED.

Oddelek 12.2 (Odpoved v primeru resne kršitve pogodbe) se spremeni, kot sledi:

12.2 Brez poseganja v katero koli drugo pravico ali pravno sredstvo družbe Michelin lahko družba Michelin, če Stranka resno krši svoje obveznosti po Pogodbi, s pisnim obvestilom Stranki s takojšnjim učinkom prekine Pogodbo in, če veljavna obvezujoča zakonodaja ne prepoveduje drugače, katero koli drugo pogodbeno razmerje:

GARANCIJA IN ODPOKLIC IZDELKA.

Oddelek 14.5 (Odpoklic izdelka) se spremeni, kot sledi:

14.5. Stranka in družba Michelin se strinjata, da bosta spoštovala in upoštevala veljavno obvezno zakonodajo, ki ureja postopke in zahteve za odpoklic izdelka. Stranka se strinja, da bo podpirala in sodelovala z družbo Michelin pri takojšnjem izvajanju vseh dejavnosti in postopkov prostovoljnega ali neprostovoljnega odpoklica ali umika izdelka, ki jih lahko sproži družba Michelin.

VARSTVO PODATKOV.

Več informacij o dejavnostih obdelave podatkov in pravicah posameznikov, na katere se nanašajo osebni podatki, je na voljo na naslednjem spletnem mestu:

<https://www.michelin.si/varstvo-osebnih-podatkov>

Oddelek 17.2.2 se spremeni, kot sledi:

17.2.2. Stranka potrjuje, da družba Michelin kot upravljavec osebnih podatkov, ki jih prejme od Stranke, obdeluje osebne podatke za namen upravljanja dejavnosti, povezanih s pogodbenim razmerjem s svojimi Strankami, in tudi za namen upravljanja zahtevkov, ki jih predložijo končni uporabniki (kot so ime in priimek, e-pošta, naslov, telefonska številka), v skladu z zakonodajo o varstvu podatkov. Obdelava temelji na:

- izvajanju Pogodbe, katerih Stranka je pogodbenica,
- v drugih primerih: zakoniti interes družbe Michelin, povezan z izvajanjem Pogodbe. V skladu s tem se Stranka zavezuje, da bo posameznike, na katere se nanašajo osebni podatki (na primer svoje zaposlene ali končne uporabnike), obvestila o takšni obdelavi osebnih podatkov in da se vsi zadevni osebni podatki, obdelani v skladu s Pogodbo, hranijo za čas trajanja pogodbenega razmerja in zakonsko določenih zastaralnih rokov, razen če ni drugače določeno v veljavni zakonodaji o varstvu podatkov.

VELJAVNO PRAVO, PRISTOJNOST IN REŠEVANJE SPOROV.

Oddelek 19.1 (Veljavno pravo, pristojnost in reševanje sporov) se spremeni, kot sledi:

19.1 To Pogodbo ureja pravo jurisdikcije, v kateri ima Stranka sedež.

Oddelek 19.4 (Veljavno pravo, pristojnost in reševanje sporov) se spremeni, kot sledi:

19.4 Če spora ni mogoče rešiti s pogajanjem, so ne glede na oddelek 19.3 zgoraj za reševanje sporov, ki izhajajo iz te Pogodbe ali so z njimi povezani, pristojna sodišča v kraju, kjer ima Stranka sedež.

DRUGI POGOJI.

Oddelek 20.5 (Jezik in obvestila) se spremeni, kot sledi:

20.5. Ta Pogodba je dvojezična, v angleščini in jeziku jurisdikcije, v kateri ima Stranka sedež. V primeru neskladij prevlada drugo navedena različica. Vsa obvestila in druga sporočila, zahtevana ali dovoljena v skladu s Pogodbo in katerim koli drugim pogodbenim razmerjem med Pogodbenicama, morajo biti v katerem koli od

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). Any 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 20.8 (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 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.

d) 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 online ordering platform, if applicable. Following such communication, should the Customer 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.

e) After Section 20.13 three new sections shall apply 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.

20.15. **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.

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:

- the limitation of liability;
- the right to unilaterally terminate the Contract;
- the suspension of the performance of obligations;
- the forfeiture of rights or of the benefit of the term;
- the limitation of the right to invoke the hardship clause;
- the possibility of Michelin to transfer by assignment to an Affiliate the Contract or related rights, without the Customer's consent;

jezikov te Pogodbe in se lahko veljavno pošljejo po pošti ali elektronski pošti na naslove, navedene v Pogodbi (ali na druge naslove, ki sta si jih Strank Pogodbenici sporočili). Vsaka od Pogodbenic lahko spremeni naslov za takšno komunikacijo z ustreznim pisnim obvestilom drugi Pogodbenici v skladu s tem oddelkom 20.5; če takega sporočila o spremembi ni, se šteje sporočilo, opravljeno na stari naslov, za veljavno.

Oddelek 20.6 (Pravica do revizije) se spremeni, kot sledi:

20.6. V obsegu, ki ga dovoljuje veljavna obvezna zakonodaja, se Stranka strinja, da bo družbi Michelin na njeno zahtevo predložila finančne evidence in druge dokumente, ki so razumno potrebni, da lahko družba Michelin preveri, ali je Stranka izpolnila svoje obveznosti po tej pogodbi. Takšne evidence in dokumentacijo bo Stranka hranila najmanj pet (5) let po izteku ali prenehanju veljavnosti Pogodbe. Stranka se strinja, da bodo vse te evidence in dokumentacija na voljo družbi Michelin za revizijo v dvainsedemdesetih (72) urah po pisnem obvestilu družbe Michelin ali njenega zunanega revizorja. Morebiten pregled na kraju samem bo izveden v času običajnega delovnega časa Stranke. Družba Michelin si pridržuje pravico, da takoj prekliče vse ugodnosti v skladu s Pogodbo, če Stranka ne predloži zadovoljive dokazne dokumentacije.

Oddelek 20.8 (Izvedba/izvodi) se spremeni, kot sledi:

20.8. V ustreznem obsegu se lahko Pogodba ob podpisu sestavi v poljubnem številu izvodov, od katerih se vsak šteje za izvirnik, vendar vsi skupaj predstavljajo en in isti instrument. Pogodbo podpisujejo ustrezno pooblaščen predstavniki Pogodbenic in, če je primerno, je elektronski podpis Pogodbe, opravljen s sredstvi elektronskega prenosa, enako pravno zavezujoč kot fizični podpis.

Oddelek 20.11 (Spremembe) se spremeni, kot sledi:

20.11. 20.11 Družba Michelin si pridržuje pravico, da kadar koli spremeni to Pogodbo v obsegu, ki ga dovoljuje veljavna obvezujoča zakonodaja. Družba Michelin bo spremenjeno Pogodbo sporočila Stranki v skladu s komunikacijskimi sredstvi, določenimi v oddelku 20.5, ali po potrebi prek spletne platforme za naročanje. Če se Stranka po takem sporočilu ne strinja s spremembami, ki jih je uvedla družba Michelin, ne sme več naročati in lahko enostransko prekine to Pogodbo, tako da družbo Michelin pisno obvesti trideset (30) Koledarskih dni pred odpovedjo. Če Stranka po tem obvestilu odda naročilo, se šteje, da sprejema spremenjeno Pogodbo.

Za oddelkom 20.13 se uporabljajo trije novi oddelki, kot sledi:

20.14. Stranka izjavlja, da so komunikacijska sredstva iz oddelkov 2.1 in 20.5 na voljo osebam, pooblaščenim za zastopanje Stranke in delovanje v njenem imenu, kar med drugim vključuje oddajanje naročil in sklepanje pogodb, vključno s sprejemanjem vsakokrat spremenjene Pogodbe.

20.15. **Klavzula o finančnih težavah.** Stranka razume in sprejema možnost, da bi zaradi nastanka izjemnih sprememb v okoliščinah, v katerih je bila sklenjena ta Pogodba, ki so zunaj volje Stranke, postala izpolnitev obveznosti težja zaradi zmanjšanja vrednosti enakovredne izpolnitve.

Stranka se strinja, da bo prevzela tveganje, povezano z nastankom takšnih okoliščin, pri čemer je dolžna izpolnjevati svoje obveznosti po Pogodbi, ne glede na takšne izjemne spremembe okoliščin, v katerih je bila ta Pogodba sklenjena.

S prevzemom takšnega tveganja Stranka razume in sprejema, da od sodišča ne bo mogla zahtevati splošne prilagoditve Pogodbe zaradi nastanka izjemnih okoliščin, kot so zgoraj navedene.

20.16. **Končne določbe**

20.16.1. Stranka prostovoljno soglaša s sklenitvijo Pogodbe z namenom, da jo ta Pogodba zavezuje v celoti in uporablja določila Pogodbe s popolnoma svobodnim namenom, da pridobi pravice in obveznosti, določene v njej, ki se ji zdijo poštene.

20.16.2. Stranka izjavlja, da razume in izrecno sprejema vsebino te pogodbe, vključno z, vendar ne omejeno na klavzule o:

- omejitvi odgovornosti;
- pravici do enostranske odpovedi Pogodbe;
- prekinitvi izvajanja obveznosti;
- izgubi pravic ali koristi, ki izhajajo iz roka;
- omejitvi pravice do sklicevanja na klavzulo o finančnih težavah;

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.

f. možnosti, da družba Michelin prenese Pogodbo ali z njimi povezane pravice na Povezano družbo brez soglasja Stranke;
g. veljavnemu pravu in pristojnosti sodišč.
20.16.3. Pogodbenici se zavedata, da ima vsaka od njiju poleg pogodbenih pravic in obveznosti tudi zakonske pravice in obveznosti.