

**General Terms and Conditions of Business of Michelin Reifenwerke AG & Co. KGaA**

**for replacement sales  
(new tyres, retreading, services and purchase of carcasses)**

**Germany**

(Last updated: April 2019)

## I. General provisions

These Terms and Conditions of Business of Michelin Reifenwerke AG & Co. KGaA – hereinafter also “MRW”, “we” or “us” – form the basis for all our offers and agreements, and will be deemed to have been approved upon the issuance of an order, upon use (of any kind) of the carcass management service, upon use of the corresponding electronic procedure or upon acceptance of a delivery. Supplementary, conflicting or differing terms and conditions imposed by the buyer (i.e. by a dealer currently engaged in a business relationship with us) will not be deemed valid, even if we do not expressly contradict them; they will only apply if and in so far as we acknowledge them in writing on a case-by-case basis.

## II. Products and services

These General Terms and Conditions of Business apply to all products distributed by Michelin Reifenwerke AG & Co. KGaA, such as new tyres and retreaded tyres, and to any services performed. This includes:

- all goods offered (e.g. new tyres, retreaded tyres, accessories), and
- services (e.g. retreading).

## III. Retreading

A distinction is made between the following retreading procedures:

1. **Customer-owned (Nomi / custom retreading):** The buyer sends in a retreadable carcass for retreading and selects one of the retreading options in the currently available CB list (calculation basis). The products and brands which can be selected depend on the dimension and tread of the carcass which has been sent in. The buyer can contact the Michelin Service Centre to obtain copies of the latest documentation regarding the retreading programme. Once the retreading procedure has been completed using the carcass that was sent in, the retreaded tyre will be returned to the buyer.
2. **Carcass bank:** The buyer opens a “carcass bank account”, deposits carcasses in the account and then withdraws them whenever necessary as retreaded tyres. The buyer must conclude a separate agreement with us in order to open the account and process deposits and withdrawals.
3. **Exchange:** The buyer sends in a retreadable carcass for retreading and orders a retreaded tyre in return. The buyer receives the retreaded tyre once checks have been carried out on the tyre which has been sent in to confirm its suitability. The buyer selects the tread of the retreaded tyre on the basis of the current CB list, taking into account the dimension and tread of the carcass which has been sent in. The products and brands which can be selected depend on the dimension and tread of the carcass which has been sent in. The buyer can contact the Michelin Service Centre to obtain copies of the latest documentation regarding the retreading programme.
4. **Retreading, carcass included:** We offer the buyer a retreaded tyre, including the carcass, on the basis of the current CB list.
5. **Carcass purchases:** The dealer offers us retreadable carcasses at the prices and under the terms and conditions stipulated in our current purchase price lists. In the event that the shipment or recovery of the carcasses cannot be carried out as planned or the shipment or recovery is carried out as an unlawful shipment, we and the dealer hereby undertake to accept the carcasses back or to ensure that they are otherwise recovered, and to arrange for their storage in the interim period if necessary.

After we have accepted an order, the carcasses will be collected from the buyer or from the dealer by us or by a freight forwarder acting on our instructions. Upon collection, the carcasses must be free of oil, grease, water or other heavy soiling, and any foreign bodies must have been removed. The tyre number, DOT code and E-mark (type approval number) must be present and legible.

We will be responsible for the loading of delivery vehicles. We will bear the costs and risks of transport. Upon collection from our buyer, from the dealer or from the dealer's customer, ownership of the carcasses will be transferred to us. In cases where the buyer or dealer is not the owner of the carcasses, the buyer or dealer must ensure that the owner has agreed to the transfer of ownership to Michelin upon collection of the carcasses.

We check all carcasses when they arrive at our premises. Carcasses which are checked upon arrival at our premises and classified as “not suitable for retreading” or which are destroyed during retreading as a direct result of their characteristics will be disposed of immediately via the appropriate channels. We will be responsible for selecting an appropriate disposal channel which complies with the applicable legislation. The buyer or dealer will be liable for any costs incurred by us in connection with checking the suitability of the carcass and transporting it, and in connection with its disposal (which generally attracts a charge); a flat-rate fee according to the current price list will be charged to cover these costs. In the event that a carcass is destroyed during factory retreading for reasons not attributable to the carcass's characteristics, the buyer will receive a replacement carcass of our choice. A description of the damage will be available to the buyer or dealer via the online portal Michelin e-Remix.

6. **Carcass sales:** We offer dealers retreadable carcasses on the basis of a separate agreement and subject to availability. Non-retreadable carcasses must be disposed of directly by the dealer via appropriate disposal channels. In the event that the shipment or recovery of the carcasses cannot be carried out as planned or the shipment or recovery is carried out as an unlawful shipment, we and the dealer hereby undertake to accept the carcasses back or to ensure that they are otherwise recovered, and to arrange for their storage in the interim period if necessary.

## IV. Prices and delivery of products and services

1. Goods and services will be invoiced or credit notes issued (in the event that the carcass purchase is accepted) on the basis of the overall prices (e.g. list price plus VAT) valid on the date that the service is performed or the goods are shipped or collected, and under the terms and conditions valid on this date.

2. We reserve the right to alter our prices. If a price increase occurs during the period between the order date and the date on which the goods are delivered or the services provided, and if this period is shorter than four months, the buyer will be entitled to withdraw the order. Any such withdrawal must be notified to us in writing as soon as the price increase is notified and before delivery of the goods or performance of the services.
3. The buyer's orders will only be checked and processed in respect of the type and quantity of the goods being ordered when they are received by our Michelin Service Centre. When we confirm an order, we are not therefore confirming any information contained in this order regarding price, terms and conditions, time of delivery or quantities to be delivered.
4. Our deliveries are carriage paid to the buyer. The buyer will be responsible for unloading the delivery vehicles, and the vehicles must be unloaded on the agreed date. If no such date has been agreed, the buyer must unload the vehicle immediately. The buyer will bear any additional costs incurred in connection with expedited shipping on a case-by-case basis. No money will be reimbursed for collection by the buyer.  
The risk will be transferred to the buyer upon handover.

If a debt collectible at the debtor's domicile has been agreed, the risk will be transferred to the buyer on the date on which the supplier makes available to the buyer for acceptance the object being supplied.

In cases where mail order sales have been agreed, the risk will be transferred to the buyer upon handover of the goods to the person assigned the task of performing the shipment. If shipment is delayed as a result of circumstances attributable to the buyer, the risk will be transferred to the buyer from the date on which the products are ready for shipment.

Section 377 of the German Commercial Code [Handelsgesetzbuch, HGB] applies to the buyer's obligation to inspect and give notice of defects. Upon delivery, the buyer must inspect the delivered goods for any defects (in particular any discrepancies in relation to the quantity or type ordered, or any soiling). Obvious defects must be notified immediately to the driver in order to preserve the buyer's rights (written comment on transport documentation), and notified to us no later than three working days after delivery. If hidden defects are discovered (i.e. defects which were not identified despite completion of a proper inspection), they must be notified no later than three working days after their discovery. The goods delivered will otherwise be deemed to have been approved.

5. As a basic principle, delivery dates are not agreed; they merely constitute a non-binding forecast. Any undertaking to comply with the agreed delivery dates in an individual case must be in writing in order to take effect. Any such agreement will furthermore be subject to the proviso that the manufacturing process and standard transport arrangements are not disrupted. In the event of a force majeure situation (e.g. fire, explosion, floods), official measures and other unforeseeable circumstances (e.g. strikes, lock-outs) affecting our operations and/or those of the suppliers that provide us with materials necessary for our products, we will be released from the obligation to make timely deliveries and furthermore entitled to halt further deliveries without any obligation to make substitute deliveries.
6. Once goods have been sold, any return of these goods is principally prohibited. In the exceptional event that we agree to the return of goods, the net cost price applicable to the buyer on the date of the return will be credited. If the net price on the date of the delivery is lower than the net price on the date of the return, the net price valid on the delivery date will be credited.
7. In the event that the buyer's financial situation deteriorates substantially, an affirmation in lieu of an oath has been given or a warrant issued to obtain the latter, the buyer experiences cash flow problems or (for example) the company changes owner as a result of cash flow problems, we will be released from the obligation to fulfil any current orders for delivery and entitled to halt all deliveries immediately unless the buyer agrees to step-by-step payment/cash-by-case payment. The same will also apply in the event that insolvency proceedings are initiated against the buyer, unless an agreement has been reached regarding ongoing deliveries of goods.
8. We reserve the right not to sell products which can be used for military purposes to buyers based in countries under an embargo imposed by the UN (United Nations), the European Council or the OSCE (Organization for Security and Co-operation in Europe), or to buyers that may resell these products to third parties (in particular end users/dealers) active in such countries.  
If we have a strong suspicion that the products may be resold to the aforesaid third parties, we reserve the right to ask the buyer to provide proof of the customers' identity or to present an invoice so that we can ascertain the final destination of the relevant products. Lists of products which may be used for military purposes and countries upon which a trade embargo has been imposed can be found at [http://www.bafa.de/DE/Aussenwirtschaft/Ausfuhrkontrolle/ausfuhrkontrolle\\_node.html](http://www.bafa.de/DE/Aussenwirtschaft/Ausfuhrkontrolle/ausfuhrkontrolle_node.html).

## **V. Payment**

1. Our invoices and credit notes are due for payment within 15 days of the invoice date unless otherwise stated on the invoice or credit note or in the contract. If the buyer is in default, all open claims will fall due for payment immediately, regardless of their due date.  
  
No interest will be calculated on advance payments or payments on account.
2. In the event that payment by direct debit or SEPA direct debit has been agreed, the final amount shown on the invoice will be debited from the buyer's bank account on the basis of the mandate issued within the framework of the direct debit or SEPA direct debit procedure. The buyer hereby acknowledges that we will issue notification of the amount and the date on which it will be debited no later than 5 working days before the relevant date. This will allow the buyer to ensure that sufficient funds are available in the relevant account.
3. Any objections by the buyer to an invoice or to an invoice amount (e.g. in connection with non-delivery or an incomplete delivery) must be notified in writing no later than 30 days after the invoice date, to Michelin Reifenwerke AG & Co. KGaA, PO Box 21 09 51, 76159 Karlsruhe (receipt of complaint). The buyer may no longer lodge objections against the invoice after unconditional payment or expiry of the deadline without written notification.
4. The claims due for payment will attract interest as soon as they fall due on the basis of the due date pursuant to V.1, in accordance with Section 288(2) of the German Civil Code [Bürgerliches Gesetzbuch, BGB]; the interest will be charged (currently at a rate of

9 percentage points above the European Central Bank's base rate) on the final gross amount of the invoice which is due. This will not affect our right to claim compensation based on default.

5. As a basic principle, we reserve the right to accept cheques; we will not accept post-dated cheques. Cheques will only be regarded as cash payments if they are submitted to us within the payment deadlines. Cheques will only be credited if the full amount is duly received. The buyer will be liable for any costs incurred, plus the relevant VAT. We will not assume any liability for correct presentation and submission of protests.
6. We reserve the right to request a direct debit mandate (V.2), advance payment, cash on delivery or cash payment for our deliveries on a case-by-case basis.
7. We reserve the right to make deliveries only within a credit limit that we have stipulated. We reserve the right to withdraw credit previously granted, inter alia within the payment deadlines, in cases where we have reason to believe that our claims or our rights of security are at risk. We will also be entitled to request at any time the provision of a surety which we deem adequate. If the surety is not provided promptly upon our request, our claim will fall due for payment immediately.
8. The buyer will only be able to retain or offset payments on the basis of counterclaims which have been recognised by us and which are undisputed, final and absolute and legally established.
9. Any right to payment or offsetting of turnover bonuses or other premiums and fee components will arise no earlier than six weeks after expiry of the relevant reference period. In particular, any such right will only arise when all claims which are due for payment have been settled by the buyer.

## **VI. Electronic data interchange**

1. We will be entitled to offer the buyer the option of handling payments using electronic data interchange (EDI) procedures instead of paper-based procedures within the framework of our e-business portfolio. This will involve the production and forwarding of electronic invoices pursuant to Section 14 of the VAT Act [Umsatzsteuergesetz, UStG] and electronic credit notes (hereinafter "**e-invoices**"). Any such e-invoices will replace the original invoices/credit notes previously issued as hard copies and will meet the statutory requirements which apply to e-invoices, in particular the eSignature Directive (1999/93/EC), the VAT Directive (2001/115/EC), the Digital Signature Act and the VAT Act.
2. Provided that the original invoices and/or credit notes have been created and forwarded as hard copies, the buyer will be notified in writing about the relevant particulars before the changeover takes place (e.g. administrative details, implementation timeframes, third parties involved, storage location).  
The buyer hereby consents to the forwarding of e-invoices by MRW or third parties acting on MRW's instructions and the associated terms and conditions, and will take the necessary technical measures to ensure that the e-invoices can be accessed as agreed.

## **VII. Retention of title and rights of security**

1. We will retain the title to all goods delivered by us until all claims (including conditional and future claims) of the buyer arising from the business relationship have been settled. The same will apply if we stand surety vis-à-vis third parties in connection with the business relationship.
2. In the event that our retention of title is enforced, and irrespective of the buyer's payment obligation, we will be entitled to credit the goods which have been taken back
  - a) at market price (= resale proceeds which can be achieved), or
  - b) in accordance with IV.6. after deducting the value reduction.

In all such cases we will be entitled to deduct from the credit note the costs we have incurred in connection with taking the goods back, at a rate of 10 % of the amount credited. The buyer will remain at liberty to prove that the value was reduced by a lesser amount and that fewer costs were incurred in connection with taking the goods back.

3. In the event that the goods subject to retention of title are joined, mixed or combined with products not delivered by us, and for the purpose of reducing the burden of proof, our co-ownership share of the products in the buyer's possession pursuant to Sections 947 and 948 BGB will be calculated by placing any of our products received within the six months before enforcement of our rights to retention of title in proportion to the products delivered within the same period by a third party. This will not affect the buyer's right to provide evidence of a different co-ownership share.
4. The buyer must insure the goods subject to retention of title adequately, in particular against fire and theft. Insurance claims based on a loss involving the goods subject to retention of title are hereby ceded to us at replacement value. The buyer must inform the insurance company of the cession of claims.
5. Until full settlement of all liabilities within the meaning of VII.1., the buyer hereby cedes the claims against customers arising on the basis of the resale of the goods subject to retention of title, in full and with all ancillary rights. The buyer will refrain from any actions which may jeopardise the agreed cession in advance, in particular agreements regarding the non-cedability of the claims to which the buyer is entitled on the basis of the resale and the inclusion of the claims in a current account relationship with customers. If a current account relationship of this kind is nevertheless established, the current account claim will be deemed to have been ceded to us in an amount corresponding to the claims included in the current account relationship on the basis of resale of the products supplied for us. The same will apply to the balance which appears in place of the current account claim after balancing.

6. In the event that the goods subject to retention of title are invoiced by the buyer together with other goods which do not belong to us or together with services, it is hereby agreed that cession of the purchase price claim pursuant to VII.5 will take place at the amount charged to the customer by the buyer for the goods subject to retention of title, including VAT; if the individual price of our goods subject to retention of title is not listed separately on the invoice, the cession will take place at the amount calculated by us as the price charged to the customer by the buyer at the time of delivery.

If the buyer provides a service in connection with sale of the goods subject to retention of title, such as fitting, balancing or similar, and if the service and the goods subject to retention of title are not listed separately on the invoice, i.e. the value on the invoice is the overall price, the entire claim will be deemed to have been ceded to us.

7. The buyer will only be entitled and authorised to resell or otherwise reuse the goods subject to retention of title under the proviso that the aforesaid claims are transferred to us and that the name of our brand is displayed on the buyer's invoice copies, delivery notes or other documents.
8. The buyer will be entitled to collect the claims arising on the basis of resale in spite of the cession. This will not affect our right of collection. We can revoke the authorisation to collect claims if the requirements referred to in VII. 10. and 11. are met.

In the event of a substantial deterioration in the buyer's financial situation as described in IV.7, the buyer's entitlement to resell the goods subject to retention of title and to collect any claims ceded to us will expire. In such cases the buyer must allow our agent to take any measures on the buyer's premises that we deem appropriate and necessary to preserve and enforce the rights we hold in connection with the retention of title.

9. In the event that the buyer wishes to sell or cede to a third party, on the basis of factoring or another form of debt purchasing (hereinafter "factoring"), amounts outstanding which relate in whole or in part to the sale of our goods, the buyer will be obliged to notify us thereof in advance and to obtain our consent.

Any claims to which the buyer is entitled vis-à-vis the factor on the basis of the factoring transaction must therefore be transferred to us immediately in the amount of the relevant balance.

If we have reason to believe that our claims or rights of security may be impaired or at risk, we may at any time notify the factor of the rights of security arising to us under this section and request their settlement. If the claims are sold or ceded without our consent, the buyer must compensate us for any associated damages.

If doubts exist regarding our entitlement to compensation in cases of this kind, the buyer undertakes to instruct the factor to pay or deposit the sums to be paid out in the amount of our balance into the custodian account stipulated by us until the relevant circumstances have been clarified.

The above conditions apply both to genuine factoring (where the factor bears the credit risk) and non-genuine factoring (where the default risk remains with the seller of the claims).

10. In the event of a payment default or if we have other reasons to believe that our rights of retention are at risk, we can enforce the rights of security referred to in this section. In such cases, the buyer will be obliged to provide the information necessary for us to enforce these rights and to hand over the necessary documentation, in particular delivery notes, invoices, inventory lists etc.
11. The buyer must notify us immediately of any attachment or other impairment of our rights of retention or rights of security by third parties, and confirm these rights both to third parties and to us in writing.  
The buyer is prohibited from any attachment of these rights and from any assignment or transfer of the security.
12. In the event of a payment default or if we have other reasons to believe that our rights of retention and our rights of security are at risk, upon request the buyer's customers must be notified by the buyer of the cession referred to in VII.5 above.
13. If the total value of our rights of security exceeds our total claims on a sustained basis by more than 20 %, we will be obliged, upon request by the buyer and at our discretion, to release certain rights of security; the invoice value of the goods will apply with regard to goods subject to retention of title.

## VIII. Warranty

We assume warranty for the goods and services that we deliver only under the following conditions.

1. In the event that we are liable for defects, we will render subsequent performance, either through free elimination of the defects or re-delivery, at our discretion.
2. In cases where we decide that defects can be duly eliminated through repairs, we reserve the right to make the relevant repairs instead of delivering a replacement.

In the event of a failure to render subsequent performance or deliver a replacement, the buyer can request a reduction in the purchase price or withdraw from the contract; this will not affect the right to demand compensation in place of performance.

3. By way of replacement for a tyre or inner tube affected by a significant defect, a tyre or inner tube will be delivered in exchange at the price valid on the date of the replacement delivery plus VAT. If the other party to the transaction is a business, we reserve the right to offset an appropriate sum for benefit of use, taking into account the remaining tread depth. Any products replaced by means of a replacement delivery will be transferred into our ownership.

All tyres will be delivered on the suspensory condition that the delivery contract in respect of the tyre will be annulled upon use of the tyre for the warranted purposes. When this condition is met, i.e. as soon as the dealer removes a replacement tyre from the warehouse in order to use it for the warranted purposes, the delivery contract in respect of this tyre will be cancelled. In individual cases where a warranty obligation has been rejected, the suspensory condition in respect of the tyre used in the relevant individual case will be deemed to have been inapplicable from the outset.

None of the size-related or technical information we provide (e.g. dimensions) and none of our promotional statements should be deemed equivalent to a guarantee of warranted properties.

4. Warranty claims will be excluded and defects will not be deemed attributable to us if:
  - a) the tyre has been repaired, retreaded or otherwise worked on by parties other than us,
  - b) the damage is attributable to improper handling, tread modifications carried out improperly either in-house or by third parties, notches, etc., or an accident,
  - c) the tyre has not been inflated to the required air pressure or the air pressure prescribed by us in the latest version of our technical documentation,
  - d) the tyre has been subject to excessive and irregular loads, e.g. the permitted load for each individual tyre size and the associated driving speed have been exceeded,
  - e) the tyre has been damaged as a result of an incorrect wheel position or the tyre's performance has been impaired through other wheel arch faults (e.g. dynamic imbalance),
  - f) the damage to the tyre is attributable to rims which are not true to gauge, which are defective or which are rusty, or the tyre has been placed on a rim other than that stipulated according to the relevant technical data,
  - g) the tyre has been damaged as a result of external impacts or mechanical damage, or has been exposed to excessive heat,
  - h) the factory number or the manufacturer's mark is no longer visible,
  - i) the reduction in value or suitability of the product is insignificant.
5. Warranty claims will expire two years after delivery of the goods to the buyer.
6. Warranty claims may only be enforced by dealers that are currently engaged in a business relationship with us. We (or a freight forwarder acting on our instruction) will collect products which form the basis for a warranty claim after consultation with the dealer; any goods collected must be accompanied by a complaints form which has been completed in full and signed in person by the consumer. The collection will take place at the shipper's risk and expense.
7. We assume warranty within the meaning referred to above in respect of tyre retreadings, tyre repairs and other subsequent tyre-related operations carried out by us in so far as the liability relates to services which we have rendered. We cannot assume any further warranty since the activities in question involve used materials.
8. The buyer must comply with our recommendations in respect of storage, tyre choice, fitting, inflation, air pressure, use/restrictions on use, checks, repairs or similar and in respect of maintenance of the tyres. The buyer will notify his customers of our recommendations. If these customers are not end consumers, the buyer will pass on these information obligations to them.
9. The buyer hereby undertakes to ensure that all MICHELIN Remix and LAURENT® retread tyres offered for sale are labelled as such; in particular, they must not be offered for sale as new tyres. The buyer also undertakes to provide customers with an explanation of the exact characteristics and technical details of the goods.
10. The buyer's employees must be provided with training on how to handle our products. The buyer must ensure that repairs (e.g. repairs of damaged tyres or welding procedures involving the wheel) are only carried out after removal of the wheel/tyre assembly.
11. Further details in this respect can be found in our technical documentation or on the Internet at [www.michelin.de](http://www.michelin.de) and [www.lkw.michelin.de](http://www.lkw.michelin.de).
12. When handing the product over to an end customer, the buyer will be obliged to observe the technical guidelines and operating instructions, to provide customers with information regarding these guidelines and instructions and to impose an obligation to ensure that this information reaches the end customer.

## **IX. Liability**

1. Regardless of the basis for liability (e.g. non-performance, impossibility of performance, default, active breach of contract and infringement of obligations during contractual negotiations, tort, settlement among debtors etc.), any claims for compensation by the buyer will be excluded unless specifically regulated below in this section.
2. The above exclusion of liability will not apply:

- a) in the event of liability under the Product Liability Act or in the event of damages associated with injury to life, personal injury or injury to health resulting from deliberate or negligent dereliction of duty by us or by one of our legal representatives or vicarious agents,
  - b) in the event of other damages resulting from deliberate or grossly negligent dereliction of duty by us or by one of our legal representatives or vicarious agents, with the proviso that any such liability (except in cases where the damages are caused deliberately) will be limited to the damages foreseeable and typical for such cases,
  - c) in the event of other damages attributable to slightly or ordinarily negligent dereliction of duty or a breach of a material contractual obligation by us or by one of our legal representatives or vicarious agents, with the proviso that any such liability will be limited to the damages foreseeable and typical for such cases; material contractual obligations are obligations whose fulfilment is necessary for proper execution of the contract and can typically be expected by the contractual partner.
3. These provisions on liability will also apply to the personal liability of our legal representatives and employees and other vicarious agents.

#### **X. Data protection**

1. Michelin Reifenwerke AG & Co. KGaA collects and processes personal data in accordance with the principles and on the basis of the EU GDPR and the Federal Data Protection Act [Bundesdatenschutzgesetz, BDSG]. Personal data to which MRW gains access in connection with the business relationship will therefore be used exclusively for the specified purposes and to execute the contractual relationship entered into by MRW.
2. Data subjects have a right of information, a right of correction, a right of objection, a right to restrict processing and a right to erasure or transfer of their data. Data subjects wishing to exercise these rights and request information about the data stored about them can contact the following data controller: Michelin Reifenwerke AG & Co. KGaA, FAO: the Data Protection Officer, Michelinstrasse 4, 76185 Karlsruhe, datenschutz@michelin.com.  
The right of appeal can be exercised by contacting the Baden-Württemberg Data Protection Officer.
3. For the purpose of executing the contract, MRW will forward personal data to its service providers and/or to the companies affiliated with it within the meaning of stock corporation law (group companies). Transfers to third countries take place solely on the basis of an adequacy decision by the EU Commission; the use of standard clauses in the relevant supplier contracts; subject to appropriate safeguards (Article 46 EU GDPR) or binding corporate rules (Article 47 EU GDPR); the exceptional circumstances referred to in Article 49(1)(2) EU GDPR (if the requirements of Articles 46 and 47 EU GDPR are not met); an individual approval from a supervisory authority. The buyer can contact the company's data protection officer for further information on these transfers.
4. Any personal data relating to MRW or a Michelin company based in Germany or third parties to which the buyer gains access in connection with the order may only be processed and used for the purpose of executing the contractual relationship and on the basis of Article 6(1) EU GDPR (or Article 9 EU GDPR). The data may not be forwarded to third parties.

The buyer hereby undertakes to take all the technical and organisational measures necessary for data protection and data security. The buyer's employees must undertake to keep the data confidential.

5. The data protection policy of the data controller (MRW) otherwise applies: <https://www.michelin.de/informationen/datenschutz>

#### **XI. Ethics and compliance**

1. The buyer hereby undertakes to take the necessary measures to fight any form of bribery and corruption within the framework of the business relationship and to comply with the relevant statutory provisions.
2. The buyer hereby confirms an undertaking to refrain from the following:
  - a) holding out the prospect of offering, promising or giving gifts, donations or other inappropriate financial or other advantages, either directly or indirectly, to any of our employees tasked with preparing, concluding or executing the contract or the supply relationship, or to any persons related to them,
  - b) committing or aiding and abetting the criminal offences covered by Section 298 of the Criminal Code [Strafgesetzbuch, StGB] (agreements restricting competition in procurement procedures), Section 299 StGB (passive and active corruption in business transactions), Section 333 StGB (undue gifts), Section 334 StGB (active corruption), Section 17 of the Act against Unfair Competition [Gesetz gegen den unlauteren Wettbewerb, UWG] (disclosure of business and operating secrets) or Section 18 UWG (misappropriation of templates).

The above obligations also apply to all subsidiaries, salaried employees, directors, employees paid an hourly wage or office holders of the buyer and to all third parties involved in the contractual relationship.

3. In the event of a breach of the obligations referred to in paragraph 2, and notwithstanding any other rights of termination and withdrawal, we will be entitled to extraordinary termination of the contract and breaking off of all negotiations.
4. The buyer will be responsible for compensating us for any damages incurred by us as a result of a breach of the obligations referred to in paragraph 2 in cases where said breach is attributable to the buyer.

## **XII. Miscellaneous**

1. The place of performance and court of jurisdiction for all disputes will be Karlsruhe.
2. The law of the Federal Republic of Germany will apply exclusively. Application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.
3. Since February 2011, we have been certified as an authorised economic operator (AEO) by the Karlsruhe Main Customs Office.
4. Any products, models, templates, calculations, logos (word and figurative marks), texts, images, graphics, animations, videos, music, sounds and other materials handed over by us within the framework of cooperation will be subject to copyright and other intellectual property laws and will in each case be protected, in whole and in part, by industrial property rights and copyright/trademark law. All the rights to the above are reserved by us and our affiliated companies.  
The Michelin Group's guidelines on correct use of trademarks apply; these guidelines are known to the buyer, can be accessed at <https://www.michelin.de/>, or are available from us upon request.
5. The buyer hereby undertakes to treat as a trade secret all commercial, operating and technical information which is not in the public domain and to which access is granted in connection with the business relationship. In the event that we are subject to a duty of confidentiality, this will not apply to companies affiliated with us within the meaning of Section 15 of the Stock Corporation Act [Aktiengesetz, AktG].
6. The markings and numbers on our products must not be modified or made illegible, either in whole or in part, and products whose condition has deteriorated in any way since delivery or which have been modified in a manner which contravenes our technical standards may not be resold. The buyer hereby undertakes to sell the goods as classified by us (e.g. renovated, repaired, seconds). The buyer also undertakes to provide customers with an explanation of the exact characteristics and technical details of the goods. We reserve the right to make technical alterations.
7. As a basic principle, agreements made orally or by telephone must be confirmed in writing in order to take legal effect. Oral agreements will only be permitted on an exceptional basis. In the event that oral agreements are made, the parties must do everything in their power to forward subsequent written confirmation of the agreement. We will only be bound by written declarations if they have been issued by senior executives or sales directors clearly authorised to do so on the basis of our entry in the commercial register, or by an employee authorised by power of attorney to issue the declaration.  
  
In the event of an infringement, we will be entitled to terminate existing contracts on an extraordinary basis or to withdraw from them and to cancel all negotiations.
8. In the event of ambiguity or contradictions between the different versions of the General Terms and Conditions of Business (German and English), the original German text will apply.