



SURGICAL FACE MASK TYPE II, BFE \geq 98%
PURCHASE ORDER – BOX OF 50 MASKS
VERSION: 1ST JANUARY 2022

SURGICAL FACE MASK WITH ELASTICS, TYPE II, BFE \geq 98%

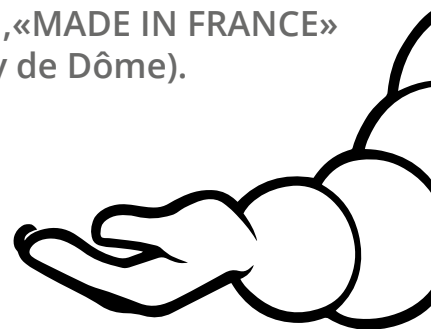


Non-contractual photo

The Michelin group offers you to order surgical face masks type II, «MADE IN FRANCE» (manufactured at its site in La Combaude - Clermont-Ferrand/Puy de Dôme).

Our advantages:

- Premium quality for easier breathing,
- Flexible steel nose strip for improved comfort and less slippage,
- Reduced fogging on glasses,
- A soft feel on your face



Manufacture Française
des Pneumatiques Michelin

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Société en commandite par actions
au capital de 504 000 004 d'Euros.

855 200 507 R.C.S. Clermont-Ferrand
N° identification TVA FR 33855200507
Code Européen : 2211z





SURGICAL FACE MASK WITH ELASTICS, TYPE II, 3-PLY, WHITE/BLUE



Non-contractual photo

Designation

Type II (BFE*≥98%) single-use surgical face masks, CE certified (standard EN 14683:2019)

Characteristics

These masks are designed to prevent the projection of the wearer's upper respiratory secretions.

Packaging

Box of 50 masks	50 masks per box without blister
Cardboard of 2000 masks	40 boxes of 50 masks
Pallet of 16,000 masks	8 cardboard of 2000 masks

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*BFE: Bacterial Filtration Efficiency

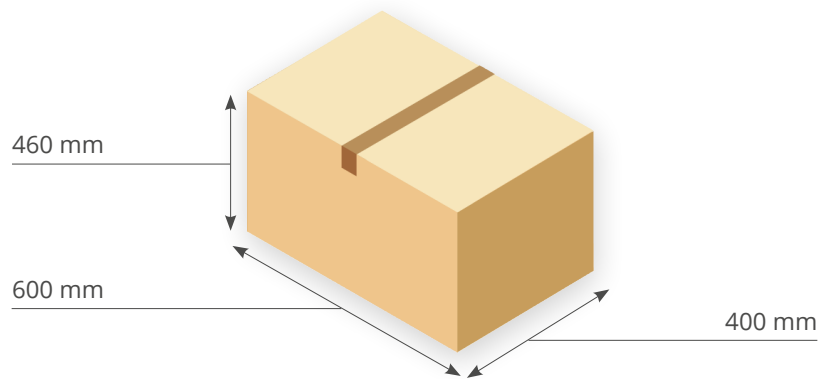
PACKAGING

Box of 50 masks:



Cardboard of 40 boxes:

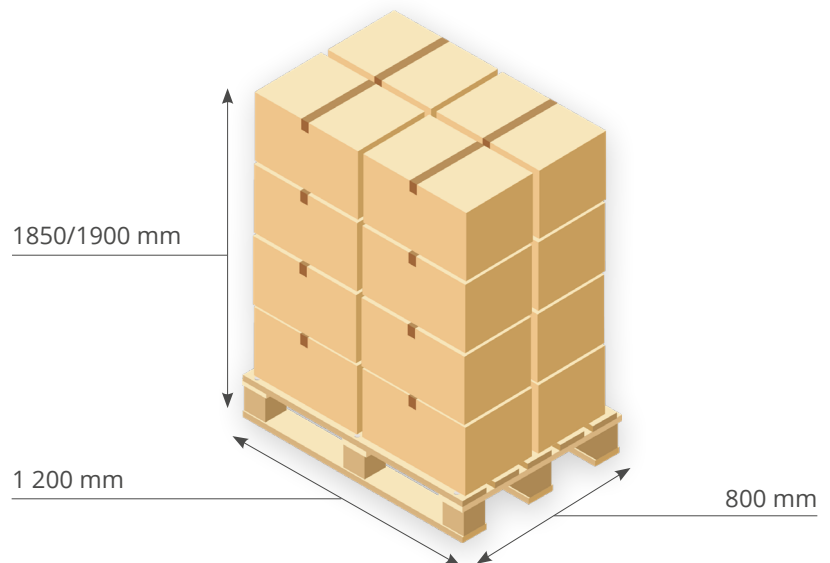
2 000 masks



Pallet of 8 or 16 cardboards:

8 cardboards: 16,000 masks

16 cardboards: 32 000 masks





PURCHASE ORDER

Date :	Order number :
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Price list 2022: per dispenser box of 50 masks.

Nb. of masks	Nb. of cardboards	Nb. of pallets	Shipping	Pre-tax unit price	Pre-tax per box of 50 masks price	Pre-tax order total	Order total tax incl.
2 000	1	-	cardboard	0,16 €	8 €	320,00 €	337,60 €

For orders of more than 32,000 masks, please contact us by email at protective@michelin.com.
 Customization with your logo is available for orders of 32,000 masks and up.
 Price includes shipping.

Number of masks desired :

Amounts
(VAT 5.5%)

Total excluding taxes :

.....

Total taxes incl. :

.....

Delivery

DD/MM/YYYY

Desired delivery date 1

.....



CUSTOMER INFORMATION

Please fill out the form below and send us the Kbis and RIB of your company so that we can refer you as a new customer.

Company name :

(or surname and first name for sole proprietorships)

Last name :

First name :

SIRET (company number) :

Legal form :

Intra-community VAT number :

Accounting contact email :

Establishment address :

To find out how Michelin uses and processes the data you entrust to it, see our [Privacy Policy](#) available on our website protective.michelin.eu



GENERAL TERMS AND CONDITIONS OF SALE

- All orders of CE certified (standard EN 14683:2019) single-use surgical masks (type I, II or IIR) and CE certified (standard EN149:2001+A1:2009) respiratory protection mask type FFP2 NR for single use (hereafter the "Products") from the Manufacture Française des Pneumatiques Michelin (hereafter "Michelin") placed by a business Client (hereafter the "Client") imply acceptance by the Client of all the provisions of these general terms and conditions of sale, which supersede any clause contained in the correspondence or legal and sales documentation of the Client, particularly its general terms and conditions of purchase, regardless of when Michelin was notified of them.
- By entering into a business relationship with Michelin, the Client accepts the use of email to send information related to this relationship (such as prices, technical documentation, delivery information, etc.).
- To place an order for surgical masks (type I, II or IIR), the Client must purchase a minimum of 2,000 masks, corresponding to 40 boxes of 50 masks. Orders exceeding this volume can only be placed in increments of 2000 additional masks. To place an order of respiratory protection mask type FFP2 NR, the Client must purchase a minimum of 1000 masks, corresponding to 20 boxes of 50 masks. Orders exceeding this volume can only be placed in increments of 1000 additional masks.
- Clients will be notified of the Product prices by email. The price will also be listed on the purchase order, with both the unit price and the total amount of the order. Prices will be given in euros. The total order price will be listed both before and after tax. The price is subject to VAT at the current rate. The price mentioned is based on the current tax regulations at the time the order is placed. Returns and exchanges of Products that have been delivered will not be accepted.
- Michelin reserves the right to reduce or cancel an order based on Product availability. Modifications or cancellations of orders by the Client will only be accepted if Michelin receives notice in writing before the Products are shipped. Michelin undertakes to ship all Products ordered by the Client on a best-effort basis; it cannot be held liable and will not incur penalties for late or incomplete shipments. Product unavailability due to a production disruption, a shortage, or any other event will not affect the rest of the order, and Michelin cannot be held liable in any way whatsoever.
- Expected delivery dates are provided when possible but are only given for information and are not binding on Michelin. Late delivery will not entitle the Client to any damages, compensation, exemption from payment for the Products delivered, or any other indemnity of any kind to the Client.
- The Client will be notified of the effective delivery date of a Product order placed with Michelin by email. The Client must check the condition of the Products at the time of delivery. In the event of shortages, damages, delays, etc., the Client must notify its detailed reservations in writing on the shipping documents, and confirm them to the carrier by registered letter with acknowledgment of receipt within three days of delivery and immediately inform Michelin by sending it a copy of the letter sent to the carrier to enable it to exercise remedies. The Client will be held liable for any prejudice suffered by Michelin due to the Client's failure to comply the procedure set out above.
- In addition to claims to the carrier in accordance with the procedure described above, any claim to Michelin about the Products must be submitted by registered letter with acknowledgment of receipt, within eight (8) days following the date of receipt of the non-conforming or defective Products. The Client must prove that the Products delivered do not conform with the specifications listed on the order and/or the shipping documents. Michelin reserves the right to carry out any on-site verification. The Client may not under any circumstances return the Products without the prior written consent of Michelin, which may at its sole discretion, either replace the Products or issue a credit note in favor of the Client for an amount equal to the price it paid for these non-conforming or defective Products.
- Unless otherwise expressly agreed, payment for the Products must be made by wire transfer or direct debit, 45 days end of month from the invoice date, regardless of the delivery method. No discount will be given for cash payment. Different payment methods will not lead to any modification or novation of the terms of payment. Michelin reserves the right to require an advance payment.
- Failure to pay by the due date will incur late payment penalties at an annual rate of 5% and a fixed compensation for recovery costs of 40 euros per invoice. Non-payment of a single invoice renders all Michelin invoices, including those that have not yet reached their due date, payable immediately as of right and without prior notice. Furthermore, in the event of full or partial non-payment on the due dates, Michelin may suspend all deliveries of the Products until the outstanding payments have been made or require advance payment or any other form of payment guarantee for the Client's future orders.
- Unless otherwise agreed by the parties, the transfer of risks relative to the Product to the Client occurs when the Products are handed over to the Client by the carrier, at which time delivery of the Products to the Client by Michelin is considered to have taken place.
- The Products are sold subject to retention of ownership; ownership is transferred subject to payment in full of the price, in principal and interest, on the agreed due date, by the Client. The Client undertakes to maintain and insure the Products against all risks to which they may be exposed or which they may incur after delivery, for the benefit of their owner. In the event of full or partial non-payment of the price of the Products on the due date, Michelin reserves the right to immediately reclaim the Products from the Client, it being understood that the Products still in the possession of the Client will be deemed to be those which have not been paid for. The Client will bear all costs for the return and reconditioning of the Products. The defaulting Client must return the unpaid Products at its own expense and risk upon formal notification by Michelin via registered letter with acknowledgment of receipt.
- If Michelin is obligated to reclaim the Products, it will not be required to return any partial advance payments made by the Client if these can be offset by the sums owed by the Client (particularly return and reconditioning costs).
- Compensation may be required between the amount owed by Michelin to the Client and vice versa, even if all the conditions for statutory compensation are not met.
- Any discounts, reductions, or rebates based on certain sales and/or subject to periodic conditions are due to the Client only if, on the planned date of payment, all payable debts to Michelin have been paid in full.
- Michelin shall only be liable, under the terms of ordinary law for any direct material damage incurred by the Client during the execution of the order for the Products. Michelin's liability for all harms is limited to the amount invoiced by Michelin to the Client over the three months immediately preceding the date of the damage. These liability limitations do not apply to personal injury. Michelin shall not be held liable for any damage, of any nature caused by improper use of its Products, modification of the Products, inappropriate storage or



negligence on the part of the Client. The Client must comply with and notify its users of the instructions for use of the Product. The Client can find these instructions for the use of surgical masks (type I, II or IIR) on the packaging of each box of 50 masks. For respiratory protection mask type FFP2 NR, the instructions will be provided on an insert inside each box of 50 masks.

17. The Client undertakes to comply with the regulation applicable to the Products and notably Regulations (EU) 2017-745 and 2016-425 on medical devices and personal protective equipment ; and in particular the obligations of distributors (including, but not limited to, verification of marking, transport and storage conditions, introduction of a complaints procedure for the Products and traceability of sales).
18. The Products sold comply with European standards and current legislation in France. In the event of resale of the Products by the Client, he must check, under its sole responsibility, that these Products may be distributed and/or used in the targeted country or countries of consumption, in accordance with applicable laws.
19. Michelin and the Client undertake to have or to implement and maintain an anticorruption compliance program, adapted to its own situation and able to detect corruption and promote a culture of integrity in its organization. Michelin and the Client acknowledge having a “zero tolerance” policy regarding anticorruption and undertake to comply with applicable laws and regulations regarding the fight against corruption. They undertake to refrain from (1) offering, promising or giving, and from (2) 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 act or refrain from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage. Compliance audits can be done by Michelin to ensure the respect of the above commitments. In case of a failure by the Client to respect the above commitments, the Client undertakes to immediately inform Michelin and to attempt to correct the deficiency in a reasonable timeframe. Nevertheless, Michelin reserves the right to take any appropriate measure, including cancellation of orders or termination of contracts.
20. The Client is informed that, Michelin as data controller, processes personal data for the purpose of managing transactions relating to the contractual relationship with its customers, in accordance with the French law (Law No. 78-17 January, 6th, 1978) and the General Data Protection Regulation. The Client undertakes to inform the persons concerned (data subject) of these processing. The processed data are essential for this processing and are used by Michelin's relevant departments and, where appropriate, its subcontractors and service providers, some of whom may be located outside the EU, notably in the United States of America or in India. In order to provide adequate safeguards for the protection of such data, a cross border flow agreement incorporating the standard clauses of the European Commission has been signed between Michelin and its subcontractors. Transfers within the Michelin Group can also take place and are framed by the Group's Binding Corporate Rules which have been validated by the CNIL (available on michelin.com). The data subject benefit, under the conditions stipulated by law, of a right of, access, rectification, portability, restriction of processing and opposition for legitimate reasons, as well as the right to set guidelines on the fate of his or her data after death in the cases defined by the applicable regulation. They may exercise his/her by contacting the: «Manufacture Française des Pneumatiques Michelin – Business Line MHT - 23 place des Carmes-Déchaux 63040 Clermont Ferrand cedex 9 FRANCE». The data subject have the possibility to write an e-mail to the service in charge of the protection of personal data to: privacy.fr@michelin.com. The persons concerned may, in the event of a claim, file a complaint with the CNIL, on its website <https://www.cnil.fr>.

21. The relationship between Michelin and the Client is governed by French law. All disputes regarding the interpretation, validity, or performance of these general terms and conditions of sale and their consequences will be subject to the sole jurisdiction of the courts of Clermont-Ferrand, regardless of the place of delivery, even in the case of an incidental claim, a recourse in warranty, or multiple defendants, notwithstanding any provisions to the contrary.