

MICHELIN AIRPRONE



Photos non-binding

The Michelin Group is offering you an opportunity to order MICHELIN AirProne kits

Description

This medical device is designed to reduce bedsores by properly positioning patients. The kit contains seven inflatable units, a foot pump system, covers and spare clamps

Packaging

A MICHELIN AirProne storage bag that holds the entire kit

Benefits

Reduces the occurrence of bedsores
Increases patient comfort in the prone position
Improves ventilatory vital signs (clinical study results pending)

Order Form

Date: <input type="text"/>	Order No.: <input type="text"/>
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2022 Price List

MICHELIN AirProne kit with two sets of covers	1	593324	Cardboard box	€2,917	€2,917	€3,500
Extra set of seven covers	1	817869	Cardboard box	€652	€652	€782

Receive a 10% discount if you order more than five kits.
Does not include shipping.

Number of kits:

Amounts
(20% VAT)

Subtotal:

Grand total:

Delivery

DD/MM/YYYY

Requested delivery date

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Customer Information

Please complete this form and provide us **your company's Kbis** (company registration certificate) and **RIB** (bank details) so we may create a new customer file.

Company name:
(or full name for independent contractors)

Last name:

First name:

SIRET:

Legal form:

Intracommunity VAT number:

Email of accounting contact:

Telephone:

Company address:

To learn more about how Michelin uses and process the data you provide, please see the [Privacy Policy](https://airprone.michelin.com/) on our website <https://airprone.michelin.com/>

MICHELIN GENERAL TERMS AND CONDITIONS OF SALE

PREAMBLE/ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF SALE BY THE CUSTOMER. In accordance with these General Terms and Conditions of Sale ("General Terms and Conditions"), Manufacture Française des Pneumatiques Michelin ("Michelin"), French simplified joint stock company (société par actions simplifiée) with share capital of 504,000,004 euros, having its registered office at Carmes-Déchaux in Clermont-Ferrand, registered in the Clermont-Ferrand Trade and Companies Register under no. 855 200 507 RCS, numbers IDU FR011822_01JRGZ (packaging) / FR011822_03IMFA (operating instructions and directions for use) shall provide, on a non-exclusive basis, the products in its MICHELIN AIRPRONE range (the "Products"), to its professional customers under private or public law ("Customers") having placed an order for Products. Any operation relating to the Products ("Order"), or, as applicable, relating to the performance of these General Terms and Conditions, entails the Customer's unreserved acceptance of all the provisions of these General Terms and Conditions, which, in any event, shall prevail over any provisions in the Customer's correspondence or legal and commercial documents, and in particular its general terms and conditions of purchase, regardless of the moment they are brought to Michelin's attention, unless expressly agreed otherwise in a specific written agreement between Michelin and the Customer.

Michelin and the Customer shall be referred to individually as a "Party" and jointly as the "Parties".

1. PLACING, DELIVERY AND ACCEPTANCE OF ORDERS.

1.1 Orders may be placed by email, by phone, through Michelin's representatives or with Michelin customer service. Michelin is free to decide whether or not it accepts the Orders received and may, at its sole discretion and unilaterally, reduce or cancel them according to Product availability. Michelin hereby undertakes to ship all Products ordered by the Customer, to the extent possible. The Customer can no longer modify an Order once it has been shipped. Michelin shall arrange for delivery, which may be made in multiple installments at the expense and location specified by the Customer when placing the Order. However, Michelin:

1.1.1 shall not incur any liability or penalties for canceled or incomplete deliveries. Given that delivery times are provided for information purposes only, late delivery shall not give rise to any right to any damages, compensation, exemption from payment for the Products delivered, or any other indemnity of any kind to the benefit of the Customer;

1.1.2 shall not incur any liability or penalties for any losses, damage or penalty incurred by the Customer as part of or in connection with the performance of the Customer's obligations towards third parties, and;

1.1.3 Unless provided otherwise in a specific written agreement between Michelin and the Customer, Michelin shall not accept any return or exchange of delivered Products, except for Products recognized as defective.

1.2 Product unavailability due to an interruption in production, shortages, or any other situation will not affect the rest of the Order, and Michelin cannot be held liable in any way whatsoever.

2. TRANSPORT - PRODUCT ACCEPTANCE

2.1. Transport

Upon delivery, in case of missing items, late delivery or damage, reservations must (i) be immediately expressed to the carrier in writing on the transport document, in a detailed manner so as to preserve the Customer's rights, (ii) be confirmed with the carrier by registered letter with acknowledgement of receipt within three (3) working days following delivery and (iii) be immediately forwarded in writing to Michelin by means of a copy of the letter sent to the carrier

2.2. Acceptance - complaints

In addition to any complaints issued with the carrier under the above procedure, upon receipt, the Customer must verify the Products' compliance with the Order, as well as the absence of any visible defects. In the event of a flaw or visible defect, the Customer must inform Michelin in writing of any reservations within eight (8) working days following receipt of the Products, and must keep a copy of such complaint. In the absence of any complaint issued by the Customer within this time, the Products shall be deemed accepted and compliant. In all other cases (in particular in the absence of a flaw or visible defect on the acceptance date), complaints shall be sent to Michelin in writing no later than eight (8) working days following the Product acceptance date for non-conformities, and following the discovery of the defect in the case of a hidden defect, failing which the complaint shall be deemed inadmissible.

The Customer must prove that the Products delivered do not conform to the specifications listed in the Order and/or the shipping documents. Michelin reserves the right to inspect the products on site. Under no circumstances may the Customer return the Products without the prior written consent of Michelin, which may choose to replace the Products or issue a credit to the Customer for an amount equal to the price it paid for the Products deemed non-conforming or defective.

3. TRANSFER OF RISK AND TRANSFER OF OWNERSHIP.

Unless otherwise agreed by the Parties, the transfer of Product-related risks occurs when the Products are handed over to the Customer by the carrier, at which time delivery of the Products to the Customer by Michelin is considered to have taken place. The Products are sold subject to retention of ownership; ownership is transferred subject to full payment of the price and any interest, on the agreed date, by the Customer, notwithstanding the transfer of risks on the date the Products are made available to the Customer by the carrier. Full payment of the price is understood as the effective receipt by Michelin of the amounts owed by the Customer.

The Customer undertakes to maintain and protect the Products from any risks to which they may be exposed or which they may incur after delivery, for the benefit of their Owner. The Customer shall not transform, incorporate, use or assemble the Products before paying for them. In the event of total or partial non-payment of the price of the Products by the due date, for any reason whatsoever, Michelin reserves the right to immediately reclaim the Products from the Customer by requesting that they be returned, it being understood that the Products still in the possession of the Customer will be deemed to be those which have not been paid for. The Customer shall store the Products sold under retention of title so that they cannot be confused with products of the same kind received from other suppliers. In any event, retention of title may be exercised on goods of the same kind and quality held by the Customer or on its behalf. The right of ownership is carried over on the Customer's claim against a subpurchaser or the insurance claim as subrogated to the property. Michelin may also claim the price or the portion of the price of the Products not yet paid, settled in value, or offset between Michelin and the Customer on the date any court-ordered safeguard, rehabilitation or liquidation proceedings. The Customer will bear all costs for the return and reconditioning of the Products. The Customer at fault 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 Customer if these can be offset by the damages and interest owed by the Customer (for return and reconditioning costs).

4. CUSTOMER'S OBLIGATIONS.

The Customer has a non-exclusive right to purchase Products from Michelin subject to these General Terms and Conditions, including but not limited to the following obligations:

- 4.1. payment of all amounts owed to Michelin in accordance with the payment terms agreed upon by the Parties;
- 4.2. the proper handling and sale of the Products, in accordance with the instructions specifying the rules for storage, maintenance and use of the Products;
- 4.3. possession of the necessary authorizations for the marketing, sale and use of the Products;
- 4.4. Compliance with its obligations under Regulation (EU) 2017/745 of April 5, 2017 and any updates thereto (hereinafter "Regulation").

5. OBLIGATIONS RELATING TO MEDICAL DEVICES:

- 5.1. The Products sold by Michelin belong to Class I medical devices, pursuant to Annex VIII of the Regulation.
- 5.2. Materiovigilance: as part of the materiovigilance obligation binding on the Parties, the Customer must set up an internal monitoring procedure pursuant to the conditions set out in Articles R.5212-1 et seq. of the French Public Health Code, and must immediately report any incident to Michelin and prevent any risk of incident relating to the Products. As such, it undertakes to appoint a compliance officer when it meets the conditions set out in the aforementioned texts.
- 5.3. Traceability: in the event of a possible Product recall, Michelin will ask the Customer to inform the end customer thereof, so that the necessary corrective measures can be taken and the Products can be brought into compliance, withdrawn or recalled.
- 5.4. In accordance with the Regulation, the Customer shall also provide a record of all Products it has delivered for a period of five (5) years or for the duration of the Product's use.
- 5.5. Post-marketing monitoring: the Customer shall provide Michelin with any information relating to the quality, performance or safety of the Products sold by Michelin, even if the identified event has not caused a health risk for the user or third parties. In particular, companies authorized by Michelin to carry out repairs on Products shall send Michelin, at least once a year, a summary of any events encountered.
- 5.6. Storage conditions: the Customer shall respect the storage and transport conditions of the Products supplied by Michelin as set out in the instructions for use.
- 5.7. Advertising: If the Customer creates advertising materials relating to the Products supplied, it must request Michelin's validation of such materials.

6. INTELLECTUAL PROPERTY AND NON-DENIGRATION BY THE CUSTOMER OF PRODUCTS BEARING THE MICHELIN TRADEMARK

6.1. Intellectual property

- 6.1.1. Michelin shall retain all rights, title and interest in and over the trademarks, trade names, logos, slogans, signs, domain names, sub-domains, keywords and related assets (collectively the "Marks") referring to its Products and services in any country or region. The Customer hereby undertakes not to oppose, invalidate or alter the Marks in any way whatsoever.
- 6.1.2. The Customer hereby acknowledges and agrees that it holds no ownership rights or rights of any kind over the Marks or other names and signs affixed to the Products it distributes, nor over the promotional materials and their content as provided by Michelin. The Customer shall expressly refrain from registering and/or acquiring rights in respect of these Marks or any name, logo or similar sign liable to give rise to confusion. The Customer is not authorized to use any Marks as part of its business name or domain names.
- 6.1.3. Michelin hereby grants the Customer a non-exclusive, non-transferable, and limited right to use the Marks as part of its business activities, solely for the purpose of advertising, promoting, selling and/or distributing the Products, in strict compliance with the terms and conditions set out herein. No other use may be made of the Marks, in any manner whatsoever. In the event of termination of the contractual relationship between Michelin and the Customer for any reason whatsoever, the Customer shall immediately stop using the Marks in any form whatsoever, without prejudice to the Customer's right to sell the Products in its inventory on the date of such termination.
- 6.1.4. Notwithstanding any provision to the contrary, Michelin retains all right, title and interest in and over all other intellectual property rights, including but not limited to patent rights, provisional patent rights, designs and models, copyright and related rights, software, databases protecting its Products, processes and services, as well as documentation and content provided by Michelin, in any country or region. No right or license is granted for any other intellectual property rights under these General Terms and Conditions beyond the non-exclusive and limited right to use the Products purchased from Michelin for the purposes agreed upon by the Parties.

6.1.5. Except as otherwise required by applicable laws, the supply or use of the Products is subject to the Customer's agreement not to seek, by way of reverse engineering, disassembly or other analysis, to identify the methodology, composition, formulation, components, processes, source code or other confidential information relating to the Products.

- 6.1.6. The Michelin Group's guidelines on the proper use of the Marks shall apply; the Customer has been informed of these guidelines, which can be found on <https://www.michelin.fr> and are available from Michelin upon request. The Customer hereby agrees that Michelin may object to the publication of any advertising, marketing and/or promotional material that does not comply with such guidelines, and that Michelin may request that Customer promptly stop using such materials.
- 6.1.7. The marks and numbers on the Products must not be altered or tampered with, whether in whole or in part. The Customer is prohibited from selling Products having undergone alteration or tampering.

6.2. Non-denigration

- 6.2.1. The Customer hereby agrees not to directly or indirectly denigrate and/or discredit the Marks or Products. In this respect, the Customer shall refrain from making any public statement or comment, issuing a press release, or posting on social networks in a manner that refers negatively to the Marks or Products, including but not limited to (i) the performance, quality, technology, durability or capabilities 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.
- 6.2.2. The Customer hereby undertakes not to organize any advertising or, more generally, any communication of any kind whatsoever that could potentially damage the name and/or reputation of Michelin, brand Products and/or its services.
- 6.2.3. Any use of the Marks by the Customer in accordance with these General Terms and Conditions shall be for Michelin's exclusive benefit.
- 6.2.4. As soon as it becomes aware thereof, the Customer shall inform Michelin of:
 - a) any potential or actual infringement, piracy or unfair competition by third parties in connection with the Marks;
 - b) any claim or action by third parties against the validity, registration and use of the Marks; or
 - c) any claims or actions by third parties in connection with the use or intended use of the Marks.

7. PRICE AND INVOICING.

Customers 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 Order total. Prices will be given in euros. All prices are exclusive of taxes, duties and fees. The price is subject to VAT at the current rate. Michelin may update its price list at any time and at its sole discretion, and Michelin shall inform the Customer of such changes providing a notice period of (15) working days, in order to enable the Customer to cancel any pending Orders. Any discounts, reductions, or rebates based on certain sales and/or subject to periodic conditions are due to the Customer only if, on the planned date of payment, all payable debts to Michelin have been paid in full.

8. PAYMENT.

Invoices are payable by the Customer without set-off and free of any withholding or deduction of taxes within 30 days end-of-month following the Michelin invoice date, unless otherwise specified in a separate contractual document agreed between the Parties. Cash payments or any other type of advance payment shall not entitle the Customer to a discount on the prices set out in Article 7.

9. LATE PAYMENT BY THE CUSTOMER OR CHANGE OF FINANCIAL SITUATION.

- 9.1. In the event of payment default or late payment by the Customer, and without prejudice to the remedies provided for by law or by applicable regulations:
 - 9.1.1. Michelin shall be entitled to late payment interest at an annual rate of 5% and a flat recovery fee of 40 euros per invoice.
 - 9.1.2. In the event of total or partial non-payment by the due date, Michelin may suspend the delivery of Products to the Customer or cancel any undelivered Orders. This decision is at the sole discretion of Michelin.

9.1.3. Michelin reserves the right to request advance payment from the Customer before delivering any Products, or to request any other form of payment guarantee for future Customer Orders. Michelin reserves the right to request the immediate return of the delivered Products, it being understood that the Products still held by the Customer shall be presumed to be those remaining unpaid. The Customer will bear all costs for the return and reconditioning of the Products. The Customer at fault must return the unpaid Products at its own expense and risk following formal notification by Michelin via registered letter with acknowledgment of receipt.

9.1.4. Michelin shall be entitled to offset and automatically deduct from unpaid invoices under these General Terms and Conditions, any amounts owed to the Customer by Michelin pursuant to other contractual agreements between the Parties. In general, offsetting may be required between the amount owed by Michelin to the Customer and vice versa, even if all the conditions for statutory offset have not been met.

9.1.5. 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.

9.2. Any acceptance of late payments by Michelin shall not modify these General Terms and Conditions, and shall not be interpreted as a waiver by Michelin of the payment terms set out herein.

9.3. Unless otherwise required by law, Michelin may suspend delivery of any outstanding Orders and not resume deliveries until the Customer accepts step-by-step/case-by-case payment, if:

9.3.1. Insolvency proceedings have been instituted against the Customer and there is no written agreement between the Customer and Michelin detailing the pending delivery of the Products; or

9.3.2. The Customer's financial situation substantially worsens, as reasonably assessed by Michelin.

10. ETHICS AND COMPLIANCE.

10.1. From the date these General Terms and Conditions are signed or when the Customer places an Order when these General Terms and Conditions have not been signed, each Party hereby undertakes to have or implement and maintain an anti-bribery compliance program, suited to its own situation and capable of detecting bribery and promoting a culture of integrity throughout its organization. Each Party hereby acknowledges that it has a "zero tolerance" policy with regard to bribery and undertakes to comply with applicable anti-corruption laws and regulations. Each Party hereby agrees to refrain from (1) offering, promising or giving, and (2) attempting or conspiring to offer, promise or give, any undue financial or other advantage, whether directly or via intermediaries, to a public official or a public or private representative of such official, or to a third party, so that the official or representative takes a specific action or refrains from taking a specific action in the course of their official duties, in order to obtain or retain a commercial or other undue advantage. Michelin may carry out audits to ensure compliance with these commitments. Should the Customer fail to comply with the abovementioned commitments, it undertakes to inform Michelin immediately and to attempt to correct the non-compliance within a reasonable period of time. Nevertheless, Michelin reserves the right to take any appropriate action to mitigate the risk of corruption, including termination of the Order, these General Terms and Conditions, or both.

10.2. The Customer shall comply with and ensure that all of its business partners (customers and suppliers) and subcontractors comply with all applicable laws and regulations, including but not limited to those relating to anti-bribery, anti-money laundering, fraud, health and safety, the environment, labor laws, human rights, harassment and discrimination. The Customer shall conduct its business activities with integrity, ethics and transparency and shall adopt, promote and comply with fundamental rules with regard to human rights, labor, the environment, ethics, fraud and anti-corruption standards. Michelin shall provide the Customer with an Ethics hotline, which the Customer shall be entitled to use in the event of a breach of the Michelin Code of Ethics, or the anti-bribery compliance program. Such report may be submitted via the following link: .

11. TRADE RESTRICTIONS.

11.1. The Customer shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, export, re-transfer or re-export of the Products, including but not limited to those relating to trade sanctions (including but not limited to complete or sector-based embargoes and restricted parties) and export controls (including but not limited to military or dual-use items), hereinafter defined as "Trade Restrictions". For the sake of clarity, all applicable laws and regulations may include those of the United Nations, the European Union, the OSCE or the United States of America.

11.2. "Restricted Person" means any person, entity or organization that is: (i) specifically designated or listed under trade restrictions; (ii) owned or controlled by any specifically designated or listed Restricted Person; or (iii) acting for or on behalf of any specifically designated or listed Restricted Person.

11.3. The Customer shall not directly or indirectly put Michelin in a position of risk with regard to a potential breach of the applicable Trade Restrictions. Furthermore, the Customer shall not supply, sell, transfer, export, re-export, make available nor use any Product provided by Michelin to circumvent, evade or avoid any applicable Trade Restrictions.

11.4. Should Michelin have reasonable grounds to suspect that a Product may be or has been supplied, sold, transferred, exported, re-transferred, re-exported, otherwise made available to any jurisdiction covered by the relevant Trade Restrictions, or to a Restricted Person (as defined below), or for any use, purpose or activity prohibited or otherwise restricted under the Trade Restrictions, Michelin reserves the right to:

11.4.1. Immediately suspend its performance under these General Terms and Conditions;

11.4.2. Request additional information or documentary evidence from the Customer, including but not limited to licenses, certificates of use, shipping or sales documentation, in order to verify the end use or end user of the Products; or

11.4.3. Take any other appropriate measure in relation to its business relationship with the Customer.

11.5. The Customer hereby certifies that as of the date it places its first Order, neither the Customer nor any of the companies in its Group, nor any of their respective directors or officers, is a Restricted Person. The Customer shall immediately notify Michelin if it, any of the Group Companies, or any directors or officers become a Restricted Person.

11.6. The Customer hereby undertakes to compensate and hold Michelin harmless against any and all losses, costs, complaints, causes of action, damage, liabilities and expenses, including legal fees, litigation or settlement expenses, and court costs, in relation to any breach of the Trade Restrictions or the Michelin Group Positions (as detailed in Section 11.7 below) by the Customer. The Customer shall be liable for any act or omission by its officers, employees, affiliates, agents, suppliers or subcontractors at any level, with regard to the performance of any of its obligations under this section.

11.7. The Customer must comply with the Michelin Group Positions, which may contain provisions that are more restrictive than the Trade Restrictions defined above. Said Group positions are based on business considerations and other compliance-related matters, including but not limited to money laundering, anti-bribery, and terrorist financing. These Group positions apply to Products sold as spare parts or incorporated into a higher level assembly (such as a mounted unit, land vehicle, aircraft, etc.). The current list of countries to which Michelin refuses and bans any direct or indirect selling (including transit through such countries) includes: Cuba, Iran, North Korea, and Syria. This list is subject to change. Michelin reserves the right to regularly notify the Customer of such changes.

12. CONFIDENTIALITY.

All commercial, operational and technical information not available to the public and to which Michelin provides access throughout the business relationship shall be treated as confidential ("Confidential Information"). The Customer shall protect the Confidential Information using the same level of care that it applies to its own information of the same kind, and under no circumstances with less than a reasonable level of care. The Customer may only use the Confidential Information for the purpose of fulfilling the objectives of these General Terms and Conditions, and may only be shared with the Customer's employees, affiliates and agents for the purpose of pursuing the objectives of these General Terms and Conditions. "Affiliate" means an entity that is controlled by, that controls or that is under common control with the Customer. The Confidential Information shall be kept confidential by the Customer for a period of five (5) years from the date of disclosure, notwithstanding any termination of the business relationship. The obligations set out in this section shall not apply to information that: a) was known to or is provided to the Customer by a third party not restricted by a non-disclosure obligation vis-a-vis Michelin, b) is independently developed by the Customer, c) was in the public domain prior to disclosure to the Customer, or d) where disclosure is required by law or government agency.

13. LIMITATIONS OF RESPONSIBILITY.

13.1. General information

Michelin's liability towards the Customer is limited to direct property damage, to the express exclusion of any consequential and indirect damage incurred by the Customer during the performance of an Order, and shall be capped at the total amount invoiced by Michelin to the Customer for the twelve (12) months prior to the date of the loss.

Michelin cannot be held liable for any harm of any nature caused by the abnormal use of its Products. The Customer must comply with the Michelin terms and conditions relating to the storage, selection, use and maintenance of the Products, and must inform the users thereof.

Michelin and the Customer shall each immediately inform the other in writing, as soon as they become aware of any circumstances requiring the implementation of a Product recall or withdrawal process.

13.2. Availability

Order fulfillment is subject to the availability of the raw materials required to manufacture the Products. Michelin cannot be held liable, nor shall any penalty for out-of-stock Products be applied to it when non-delivery or late delivery is linked to an impossibility to obtain supplies.

As such, Michelin reserves the right to modify the quantities ordered and/or delivered, to delay delivery, to suspend Orders and/or deliveries or to make partial deliveries, in particular in the event of an abnormally large quantity of Products being ordered, in the event of a production shortage, or in the event of a case of force majeure, as defined herein.

14.COMPENSATION.

The Customer shall compensate Michelin for all losses, damages, liabilities, claims, costs and expenses (including legal fees) incurred by Michelin in relation to the performance of an Order, including for any use, misuse, distribution or redistribution or other actions taken (or not taken) by the Customer, its officers, employees, affiliates, agents, suppliers or subcontractors, unless such losses are caused by fraud or willful misconduct committed by Michelin in the performance of its obligations under these General Terms and Conditions.

15. PERSONAL DATA PROTECTION.

Each Party hereby undertakes, with regard to the personal data processing operations it carries out for its own purposes under and pursuant to these General Terms and Conditions, to comply with all obligations arising from any applicable data protection and privacy legislation that may apply to the personal data processed, including the General Data Protection Regulation (EU/2016/679) and any updates thereto, texts adopted within the European Union, including obligations arising from the application of French law and Law no. 78-17 of January 6, 1978 (jointly referred to as "Data Protection Legislation").

The Customer is hereby informed that, as the data controller, Michelin will process personal data for the purpose of managing operations as part of the contractual relationship with its customers, in accordance with the Data Protection Legislation. Such processing is based on Michelin's legitimate interest with regard to the performance of these General Terms and Conditions. The Customer hereby undertakes to inform the data subjects (e.g. its employees) of this personal data processing. The processed data is essential for these processing operations and is used by the relevant Michelin departments and, where necessary, by its subcontractors. Some of these parties may be located outside the EU, including in the United States and India. In order to provide adequate safeguards for the protection of such personal data, cross-border transfer agreements including the European Commission's standard clauses have been signed by Michelin and its subcontractors. Transfers within the Michelin Group may also take place and are governed by the Group's Binding Corporate Rules, which have been approved by the French Data Protection Authority (available at [www.cnil.fr](#)). The personal data concerned is stored for the duration of the contractual relationship, plus the statutory limitation periods. Data subjects have a right of access, rectification, portability, limitation of processing, opposition on legitimate grounds, deletion, as well as the right to issue instructions as to what happens to their data after their death, in the cases defined by the applicable regulation. Data subjects may exercise their rights by contacting: Michelin AirProne - Manufacture Française des Pneumatiques Michelin, 23 place des Carmes-Déchaux 63040 Clermont Ferrand cedex 9 FRANCE. Data subjects can also contact the data privacy department by sending an email to: privacy.fr@michelin.com. If the data subject's request is not satisfied, they can also file a complaint with the French Data Protection Authority (CNIL) on its website.

16.AMENDMENTS.

Michelin reserves the right to modify these General Terms and Conditions at any time. The updated General Terms and Conditions shall apply from the moment they are made available to the Customer, regardless of the method of communication. Should either Party fail to invoke or exercise any of its rights under any provision of these General Terms and Conditions, this shall not be construed as a waiver of such rights.

17.FORCE MAJEURE.

17.1. Case of force majeure. Each Party shall be released from any liability for non-performance of any obligation under these General Terms and Conditions if the satisfactory performance of such obligation is prevented by a circumstance outside such Party's reasonable control. For the purposes of this Agreement, the following events shall be considered cases of force majeure: ongoing and future wars, pandemics and epidemics (current and future), terrorism, civil unrest, malicious damage, strikes, lockouts, industrial action, deficiency 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 ("Force Majeure Event"), provided that such Party could not reasonably be expected to have considered the occurrence and effects of such Event on its ability to perform its obligations hereunder, and could not reasonably have avoided the Event and overcome the effects thereof. To the extent permitted by applicable laws or regulations, the Customer shall not be released from its obligation to make payments to Michelin due to a Force Majeure Event.

17.2. Notice and duty to mitigate. A Party seeking to invoke a Force Majeure Event hereunder shall provide notice to the other Party as soon as possible, and no later than 30 days following the start of such Force Majeure Event; failing this, said Party shall not be released from any liability for any non-performance caused by such Force Majeure Event. The Parties shall make all reasonable efforts to prevent and mitigate the effects of any non-performance of these General Terms and Conditions caused by a Force Majeure Event. In the event of a Product production or supply shortage, for any reason whatsoever, Michelin reserves the right to assign its Products to itself and its other Customers at its sole discretion, without incurring any liability vis-a-vis the Customer.

18.DISPUTE RESOLUTION, GOVERNING LAW AND COURTS WITH JURISDICTION.

These General Terms and Conditions are governed by French law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

In the event of a dispute relating to the content, interpretation, validity or performance of these General Terms and Conditions, and before bringing any action before a court with jurisdiction, the Parties shall endeavor to resolve the dispute amicably and in good faith, as soon as possible, between the representatives authorized to settle the dispute. If no amicable agreement can be reached between the Parties, and except for compulsory provisions to the contrary, any dispute relating to the interpretation, validity or performance of these General Terms and Conditions shall be subject to the exclusive jurisdiction of the Courts of Clermont-Ferrand, regardless of the place of delivery, even in the case of an incidental claim, third-party proceedings, or multiple defendants, notwithstanding any provisions to the contrary.

19.MISCELLANEOUS.

19.1. Assignment. The Customer may not assign any of its rights or obligations under these General Terms and Conditions without Michelin's prior written consent. Any assignment by the Customer shall be deemed null and void. These General Terms and Conditions and any right or interest set out therein may be assigned by Michelin to an Affiliate at any time.

19.2. Validity. If any provision or part of any provision of these General Terms and Conditions is deemed illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions. The Parties shall negotiate in good faith to replace any invalid provisions with valid provisions that are in keeping with the business or professional purpose of the illegal, invalidated or unenforceable provision.

19.3. Notices. Any correspondence that the Parties are required to send to each other, pursuant to these General Terms and Conditions, shall be valid provided that they are sent to the addresses specified in the introduction to these General Terms and Conditions (or to other addresses the Parties have informed each other of in writing), whether by mail, registered letter with acknowledgement of receipt or, by fax with acknowledgement of receipt and/or by electronic mail.

19.4. Entire agreement. These Terms and Conditions supersede all prior written documents or correspondence (if any) on the subject matter hereof.