

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**'), a *société par actions simplifiée* [simplified joint stock company] with a registered share capital of 504,000,004 euros, whose registered office is located at Place des Carmes-Déchaux, Clermont-Ferrand, registered with the Trades and Companies Register under no. 855 200 507 RCS Clermont-Ferrand, IDU numbers FR011822_01JRGZ (packaging) / FR011822_03IMFA (user manuals and instructions) will supply products from its MICHELIN HEALTHCARE AND EMERGENCY range (the '**Products**') on a non-exclusive basis to its business customers under private or public law ('**Customers**') which place an order for Products. Any transaction relating to the Products ('**Order**'), or, if applicable, relating to the performance of these General Terms and Conditions, entails the Customer's unreserved acceptance of all the stipulations of these General Terms and Conditions, which, in any event, shall prevail over any clause appearing in the Customer's correspondence or legal and commercial documents, and in particular its general purchasing terms and conditions, regardless of the time at which they are brought to Michelin's attention, unless otherwise expressly agreed in a specific written agreement between Michelin and the Customer.

Michelin and the Customer are referred to individually as a '**Party**' and collectively as the '**Parties**.'

1. PLACING, DELIVERING AND ACCEPTING ORDERS.

- 1.1. Orders may be placed by email, by telephone, through Michelin's sales representatives or through Michelin's customer service department. Michelin is free to accept or refuse the Orders received and may at its sole discretion and unilaterally reduce or cancel them based on Product availability. Where possible, Michelin undertakes to dispatch all the Products ordered by the Customer. Once the Customer has sent the Order, it may no longer modify it. Michelin will organise the delivery, which may be performed in several stages, to the place specified by the Customer when placing the Order. Nevertheless:
 - 1.1.1. Michelin accepts no liability or penalties for cancelled or incomplete deliveries. Delivery times are provided for information purposes only, any late delivery shall not open any entitlement to damages, compensation or non-payment of the price for the Products delivered, nor any compensation of any kind to the Customer.
 - 1.1.2. in addition, Michelin shall not accept any liability or penalties for losses, damages or penalties incurred by the Customer by virtue of or in relation to the Customer performing its obligations to third parties, and;
 - 1.1.3. unless otherwise stipulated in a specific written agreement between Michelin and the Customer, Michelin does not accept any return or exchange of delivered Products with the exception of Products acknowledged to be defective.
- 1.2. Any Product unavailability due to a manufacturing interruption, a shortage or any other circumstance shall not affect the rest of the Order nor invoke the liability of Michelin in any way.
- 1.3. Pre-sale test Michelin may allow the Customer to test the Products in order to confirm with their care team if the Product is useful within their department. To do this, Michelin provides the Customer with the relevant Products for no more than three (3) months. During this period, the Customer must state whether it wishes to keep the Product. If it does not wish to keep the

Product, it must inform its Michelin contact person and return the Product at its expense to the indicated address. If it wishes to keep the Product, the Product shall then be invoiced to the Customer under the conditions mentioned in the Order, at the end of the Product's test period. The Customer is reminded that Michelin remains the owner of the Products until full payment is received. During the test period, the risks relating to the Product are transferred to the Customer as soon as it is physically in its possession. The Customer undertakes to insure the Product during such period against any risks that may arise or occur after delivery.

2. SHIPPING - ACCEPTANCE OF PRODUCTS

2.1. Shipping

During delivery, in the event of a failure, delay or damage, any reservations must (i) immediately be reported to the carrier in writing on the delivery slip, in detail such that the Customer retains its rights, (ii) be confirmed to the carrier by registered letter with acknowledgement of receipt within three (3) business days after delivery and (iii) be immediately reported to Michelin in writing by sending a copy of the letter addressed to the carrier.

2.2. Acceptance - claims

Other than the claims made to the carrier following the above-mentioned procedure, when it receives the Products, the Customer must check if the Products conform to the Order and that there are no visible defects. If the Customer finds a visible defect or fault, it must inform Michelin in writing of any reservations within eight (8) working days after receiving the Products and keep a copy of this claim. If the Customer does not send notice of any claim within this period, the Products shall be considered as accepted and in conformity. In all other cases (in particular in the absence of a defect visible on the day of reception) the claims must be sent to Michelin in writing within a maximum of eight (8) business days as from the date the Products were received, for a conformity issue and as from the discovery of the defect, for any hidden defect, otherwise, the claim shall be declared inadmissible.

The Customer must be able to prove that the delivered Products do not comply with the information on the Order and/or on the shipping documents. Michelin reserves the right to check any claim on-site. Under no circumstances may the Customer return the Products without having first obtained Michelin's written agreement. Michelin may choose to either replace the Products or issue a credit note to the Customer equal to the price paid for the Products acknowledged to be non-compliant or faulty.

3. RISK TRANSFER AND TITLE RETENTION

Unless otherwise agreed between the Parties, the risks for the Products are transferred to the Customer when the Carrier delivers the Products, which is the moment when Michelin is deemed to have delivered the Products to the Customer.

The Products are sold under a title retention clause: change of ownership is subject to full payment of the price by the Customer in principal and interest, on the agreed date, notwithstanding the risks being transferred on the date the Products were made available to the Customer by the carrier. Full price payment is understood to be Michelin actually collecting the full amount due by the Customer.

The Customer undertakes to maintain and insure the Products against any risks that may arise or occur from the moment of delivery indicating any beneficiary of its choice. The Customer shall refrain from converting, incorporating, using or assembling the Products before paying for them. If, for any reason whatsoever, all or part of the Product price has not been paid on the due date, Michelin reserves the right to reclaim the Products, requesting their immediate

return, it being understood that any Products still held by the Customer will be presumed to be those which have not been paid for. The Customer must keep the Products sold under retention of title in such a way as they cannot be confused with similar products from other suppliers. In any event, the title retention may be exercised on goods of the same nature and the same quality held by the Customer or on its behalf. Ownership rights shall be transferred to the Customer's claim with regard to the sub-purchaser or to the insurance compensation subrogated to the goods. Michelin may also claim the price or the part of the price of the Products which has not been paid, nor settled in value, or offset between Michelin and the Customer on the date of a court ruling ordering bankruptcy protection, liquidation or receivership. All the costs to recover and restore the Products shall be borne by the Customer. The defaulting Customer shall bear the costs and risks for returning unpaid Products, after Michelin sends formal notice to perform by registered letter with acknowledgement of receipt. In the case where Michelin has to reclaim the Products, it shall be exempt from returning any advance payments received on the price whenever they can offset it against the damages due by the Customer (for return or repair costs).

4. **CUSTOMER'S OBLIGATIONS.**

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

- 4.1. Paying all the sums due to Michelin based on the payment terms agreed by the Parties;
- 4.2. Handling and selling the Products by following the user manuals which define the rules relating to the storage, maintenance and use of the Products;
- 4.3. Being in possession of the necessary authorisations for the marketing, selling and using the Products;
- 4.4. Complying with its obligations under Regulation (EU) 2017/745 of 5 April 2017 and any potential updates (hereinafter, the **Regulation**).

5. **OBLIGATIONS FOR MEDICAL DEVICES:**

- 5.1. The Products sold by Michelin belong to Class I medical devices, under Appendix 8 of the Regulation.
- 5.2. Materials vigilance: under the Parties' materials vigilance obligation, the Customer must have an internal monitoring procedure under the conditions set out in Articles R5212-1 et seq. of the French Public Health Code and must immediately report any incident to Michelin and prevent any risk relating to the Products. As such, it undertakes to appoint a vigilance contact person when it meets the conditions set out in the texts mentioned above.
- 5.3. Traceability: in the event of a possible Product recall, Michelin shall request the Customer's assistance in forwarding the information to the end customer, such that the necessary corrective measures are taken and the Products are brought into conformity, withdrawn or recalled.
- 5.4. The Customer must also supply a Regulation-compliant register of all the Products it has delivered over a five (5) year period or for the period which the Product is used.
- 5.5. Post-sales monitoring: the Customer must inform Michelin of any data on the quality, performance and safety of the Products sold by Michelin, even if the identified incident does not

generate a health risk for the user or third party. In particular, the companies authorised by Michelin to repair the Products must send Michelin a summary of the incidents encountered at least once a year.

- 5.6. Storage conditions: The Customer must comply with the storage and shipping conditions of the Products supplied by Michelin, which are detailed in the user manual.
- 5.7. Advertising: the Customer must ask Michelin to approve any advertising materials it creates for the Products supplied.

6. **INTELLECTUAL PROPERTY AND NON-DISPARAGEMENT OF MICHELIN-BRANDED PRODUCTS**

6.1. **Intellectual Property**

- 6.1.1. Michelin retains all right, title and interest in and to the trademarks, trade names, logos, slogans, signs, domain names, sub-domains, keywords and related assets (collectively the 'Trademarks') referring to its Products and services in any country or region. The Customer undertakes not to oppose, invalidate or alter the Trademarks in any way.
- 6.1.2. The Customer acknowledges and accepts that it has no copyrights or rights of any kind over the Trademarks or other names and signs affixed on the Products it distributes, nor on any promotional materials and their content supplied by Michelin. The Customer shall formally refrain from registering and/or acquiring rights to these Trademarks or any name, logo or similar sign that may create a risk of confusion. The Customer is not authorised to use the Trademarks as part of the Customer's company name or its domain names.
- 6.1.3. Michelin hereby grants the Customer a non-exclusive, non-transferable and limited right to use the Trademarks as part of its business, solely for the purposes of advertising, promoting, selling and/or distributing the Products provided it strictly complies with the conditions set out in these General Terms and Conditions. No other use of the Trademarks is permitted in any way. If the contractual relationship between Michelin and the Customer is terminated for any reason whatsoever, the Customer must immediately cease all use of the Trademarks in any form whatsoever, without affecting the Customer's rights to sell the Products it has in stock on the date of such termination.
- 6.1.4. Notwithstanding any contrary provision, Michelin retains all rights, titles and interests in and to all other intellectual property rights, including, but not limited to, patent rights, provisional patent rights, designs, copyrights and related rights, software, databases protecting its Products, processes and services, and documentation and content provided by Michelin, in any country or region. No right or licence is granted on other intellectual property rights under these General Terms and Conditions other than the non-exclusive and limited right to use the Products bought from Michelin for the purposes agreed between the Parties.
- 6.1.5. Unless otherwise required by the applicable law, supplying or using the Products is subject to the Customer undertaking not to seek to obtain the methodology, composition, formulation, components, processes, source code or any other confidential information relating to the Products, by reverse engineering, disassembling or any other method.
- 6.1.6. The Michelin Group's instructions on how to use the Trademarks correctly apply; the Customer is aware of these instructions, which can be viewed at <https://www.michelin.fr> or can be obtained from Michelin on request. The Customer accepts that Michelin may object to publishing any advertising, marketing and/or promotional material which does

not comply with these instructions and Michelin may demand that it quickly cease using **this material.**

6.1.7. The marks and numbers on the Products may not be altered or distorted in whole or in part. The Customer is prohibited from selling any Products which have been altered or damaged.

6.2. **No disparagement**

6.2.1. The Customer undertakes not to directly or indirectly disparage and/or discredit the Trademarks or Products. As such, the Customer shall notably refrain from making any public statement or comment, issuing any press release, communicating on social media by referring in a negative way to the Trademarks 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 Trademarks; or (iii) the reputation or behaviour of Michelin or one of its representatives, employees, subcontractors, agents or service providers of Michelin's services.

6.2.2. The Customer undertakes not to run any advertising or more generally, any communication of any kind whatsoever, which may undermine the reputation of Michelin, the Product, brands and/or its services.

6.2.3. Any use the Customer makes of the Trademarks in accordance with these General Terms and Conditions shall be exclusively benefit Michelin.

6.2.4. The Customer shall keep Michelin informed as soon as it is aware of:

- a) any potential or actual infringement, any piracy or unfair competition by third parties in relation to the Trademarks;
- b) any claim or third-party lawsuit concerning the validity, registration and use of the Trademarks; or
- c) any claim or third-party lawsuit concerning the use or the intention to use the Trademarks.

7. **PRICE AND INVOICING**

Customers are informed of Product prices by email. They must be mentioned on the purchase order, by detailing the unit price and the total amount of the Order. The price must be stated in euros. All prices are exclusive of VAT, duties or fees. The price is subject to VAT at the applicable rate. Michelin has sole discretion to modify its price list at any time. It shall inform the Customer of this change by giving at least fifteen (15) business days' notice in order to enable the Customer to cancel any ongoing Orders.

Discounts, rebates or refunds from certain sales and/or subject to periodic performance conditions shall only be due to the Customer if Michelin's receivables which are due have been paid in full on the date set for their payment.

8. **PAYMENT**

Unless otherwise agreed, the Customer is required to pay for the Products without compensation and free of any withholding or deduction of taxes by direct debit or bank transfer, within 45 days of the end of the month as from the invoice date, regardless of the delivery method. Payments in cash or any other type of advance payment do not entitle the Customer to any discount on the prices. A payment

made in a different way will not lead to any change, or novation to the payment terms. Michelin is entitled to request advance payment.

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

9.1. If the Customer defaults on payment or pays late, and without affecting any remedies provided by law or by the applicable regulations:

9.1.1. Michelin shall be entitled to interest on arrears at the rate of 5% per annum and a fixed debt collection charge of 40 euros per invoice.

9.1.2. In the event of total or partial non-payment on the due dates, Michelin may suspend the delivery of Products or cancel undelivered Orders. Michelin shall use its sole discretion for this decision.

9.1.3. Michelin is entitled to request an advance payment from the Customer before delivering any Product or request any other form of payment guarantee for future Customer Orders. Michelin is entitled to demand that the delivered Products be immediately returned on the understanding that the Products still held by the Customer are presumed to be those which remain unpaid. All costs for returning and restoring the Products to their original state shall be borne by the Customer. The defaulting Customer shall bear the costs and risks for the unpaid Products, after Michelin sends formal notice to perform by registered letter with acknowledgement of receipt.

9.1.4. Michelin shall be entitled to offset and automatically deduct the amounts due to the Customer by Michelin by virtue of other contractual agreements concluded between the Parties from its unpaid invoices under these General Terms and Conditions. In general, the amount due by Michelin to its Customer and that due by the Customer itself can be offset against each other, even if all the legal offsetting conditions are not met.

9.1.5. Defaulting on the payment of a single invoice shall render all of Michelin's invoices immediately and automatically due, even those not yet due.

9.2. Should Michelin accept a late payment, this shall not amend these General Terms and Conditions and may not be construed as Michelin waiving the payment conditions set out in this document.

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

9.3.1. Insolvency proceedings have been filed against the Customer and no written agreement has been concluded between the Customer and Michelin detailing the ongoing delivery schedule for the Products; or

9.3.2. The Customer's financial situation has considerably worsened based on Michelin's reasonable estimation.

10. ETHICS AND COMPLIANCE.

10.1. As from the date of signing these General Terms and Conditions or when the Customer places an Order without having signed these General Terms and Conditions, each Party undertakes to provide or implement and maintain an anti-corruption compliance programme, tailored to their own situation. Such a programme should be capable of detecting corruption and promoting a

culture of integrity within its company. Each Party acknowledges that it has a 'zero tolerance' policy towards corruption and undertakes to comply with the applicable laws and regulations for tackling corruption. Each Party undertakes to refrain from (1) offering, promising or giving, and (2) attempting or conspiring to offer, promise or give, any unwarranted pecuniary benefit or other advantage, either directly or through intermediaries, to a civil servant, a public or private representative of that civil servant, a representative or a third party, such that the civil servant or representative performs or refrains from performing their official duties, in order to obtain or retain a commercial or other unwarranted advantage. Michelin may carry out compliance audits to ensure compliance with the above commitments. If the Customer fails to comply with the above commitments, the Customer undertakes to immediately inform Michelin and attempt to correct the fault within a reasonable time period. Nevertheless, Michelin reserves the right to take any appropriate measure to mitigate the risk of corruption, including terminating the Order, these General Terms and Conditions or both.

- 10.2. The Customer must comply with and ensure that all its business partners (customers and suppliers) and subcontractors comply with all the applicable statutory regulations, including but not limited to those relating to tackling corruption, money laundering, fraud, health and safety, the environment, labour law, human rights, harassment and discrimination. The Customer must perform its business ethically, with integrity and transparency and must adopt, promote and comply with the fundamental rules in the areas of human rights, labour laws, environment, ethics, fraud and anti-corruption standards. Michelin will provide the Customer with an Ethics Hotline, which it is entitled to use in the event of a breach of Michelin's Code of Ethics or the anti-corruption compliance programme. The report may be submitted via the following link: .

11. **COMMERCIAL RESTRICTIONS**

- 11.1. The Customer must comply with all the applicable laws and regulation for supplying, selling, transferring, exporting, re-transferring or re-exporting the Products including, but not limited to those relating to trade sanctions (including, but not limited to total or sectoral embargoes and restricted parties) and export controls (including but not limited to military or dual-use products), hereinafter referred to as '**Trade Restrictions.**' To avoid any ambiguity, all the applicable statutory regulations may include those from the United Nations, the European Union, the OSCE and the United States of America.
- 11.2. '**Restricted Person**' means any person, entity or body: (i) specifically designated or listed as a Restricted Person; (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 must not cause Michelin to be directly or indirectly at risk of a potential violation of the applicable Trade Restrictions. In addition, the Customer shall neither supply, sell, transfer, export, re-export, provide, nor use any Product supplied by Michelin to circumvent, evade or avoid any applicable Trade Restriction.
- 11.4. When Michelin has reasonable grounds to suspect that a Product may be or has been supplied, sold, transferred, exported, re-exported, or made available to any jurisdiction targeted by the relevant Trade Restrictions, or to a Restricted Person (as defined below), or for any use, goal or business prohibited or otherwise restricted under the Trade Restrictions, Michelin will be entitled to:

- 11.4.1. Immediately suspend its performance under these General Terms and Conditions;
 - 11.4.2. Request the Customer for additional information or documentary proof, including, but not limited to licenses, user certificates, shipping or commercial documentation, in order to check the Product's end use or end user; or
 - 11.4.3. Take any other appropriate measure regarding its business relationship with the Customer.
- 11.5. The Customer certifies that on the date it places its first Order, neither the Customer, any companies in the Group to which it belongs, nor their respective directors or officers is a restricted person or entity. The Customer must immediately inform Michelin if it, one of the Companies in the Group, or any of its directors or officers becomes a Restricted Person
 - 11.6. The Customer must indemnify and release Michelin from any liability for any loss, cost, claim, cause of action, damage, liability or expense, including lawyer's fees, any litigation or settlement fees, or legal costs resulting from its failure to comply with the Trade Restrictions or the Positions of the Michelin Group (as detailed in Article 11.7 below). The Customer shall be liable for any action or omission of its officers, employees, affiliate companies, agents, suppliers or subcontractors at any level, in performing one of its obligations under this clause.
 - 11.7. The Customer must respect the Michelin Group's Positions, which may contain provisions more restrictive than the Trade Restrictions as defined above. These Group positions are based on commercial considerations and other compliance concerns, including but not limited to issues around money laundering and corruption and counter terrorist financing. These Group positions apply to Products sold as spare parts or included into a higher-level assembly (such as a mounted unit, land vehicle, aircraft, etc.). The current list of countries to which Michelin refuses and prohibits any direct or indirect sales (including transiting through these countries) is as follows: Cuba, Iran, North Korea, Syria. This list is subject to change. Michelin reserves the right to notify the Customer of such modifications on a regular basis.

12. **NON-DISCLOSURE**

All the commercial, operational and technical information which is not in the public domain and to which Michelin gives access in the course of the business relationship shall be treated as confidential (**'Confidential Information'**). The Customer shall protect the Confidential Information using the same level of care as it uses for its own similar information, but in no case less than a reasonable degree of care. The Customer may only use the Confidential Information in order to achieve the objectives of these General Terms and Conditions and may only share it with its employees, Affiliates and agents for the purpose of these General Terms and Conditions. **'Affiliate'** means an entity that is controlled by, controlling or under common control with the Customer. The Customer must not disclose the Confidential Information for a five- (5) year period from the date of disclosure notwithstanding any termination of the commercial relationship. The obligations set out in this article shall not apply to information that: a) was known or becomes known to the Customer via a third party which was not subject to a non-disclosure obligation from Michelin, b) the Customer developed independently, c) was in the public domain prior to it being disclosed to the Customer, or d) where disclosure is required by law or governmental body.

13. **LIABILITY DISCLAIMERS**

13.1. General considerations

Michelin's liability to the Customer shall be limited to direct material damage, with the exception of express intangible and indirect damage suffered by the Customer by virtue of performing an Order. It is capped at the total amount invoiced by Michelin to the Customer for the twelve (12) months prior to the date of the claim.

Michelin may not be held liable for any damage whatsoever resulting from abnormal use of the Products. The conditions laid down by Michelin concerning, in particular, the storage, selection, use and maintenance of the Products must be respected by the Customer, which is also required to inform users of such conditions.

Both Michelin and the Customer must immediately inform the other Party in writing as soon as they become aware of any circumstances that may require recalling or withdrawing the Products.

13.2. Availability

Satisfying Orders is subject to the availability of the raw materials required to manufacture the Products. Michelin may not be held liable nor be required to pay any penalty for a shortage of Products when the non-delivery or the delay in delivery is due to its impossibility to procure supplies.

Michelin is therefore entitled to change the quantities ordered and/or delivered, to delay deliveries, suspend Orders and/or deliveries or to make partial deliveries, especially where an abnormally high quantity of Products has been ordered, in the event of insufficient production, or any other case of force majeure as defined in this document.

14. **INDEMNIFICATION**

The Customer shall indemnify Michelin against any losses, damage, liability, claims, costs and expenses (including legal fees) incurred by Michelin in the course of fulfilling an Order, including for any use, misuse, distribution or redistribution or other measures taken (or not taken) by the Customer, its officers, employees, affiliates, agents, suppliers or subcontractors, except where such losses are caused by Michelin's fraud or wilful fraud in performing its obligations under these General Terms and Conditions.

15. **PERSONAL DATA PROTECTION.**

In processing personal data for their own purposes under and in the context of these General Terms and Conditions, each Party undertakes to comply with all obligations arising from applying any applicable data protection and privacy legislation that may apply to the personal data processed, including those of the General Data Protection Regulation (EU/2016/679) and any subsequent amendments, adopted within the European Union, in particular the obligations arising from applying French law and Act no. 78-17 of 6 January 1978 (together the '**Data Protection Legislation**').

The Customer is informed that, as the data controller, Michelin processes personal data in order to manage the contractual relationship with its customers, in compliance with the Data Protection Legislation. This processing is based on Michelin's legitimate interest in performing these General Terms and Conditions. The Customer undertakes to inform data subjects (e.g. its employees) that their personal data will be processed. The data processed is essential for such processing work and is used by Michelin's competent departments or, if applicable, its subcontractors. Some of these may be located outside the EU, including in the US and/or India. In order to provide adequate safeguards for protecting such personal data, cross-border flow agreements incorporating the European Commission's standard clauses have been signed between Michelin and its future subcontractors. Transfers within the Michelin Group which may also take place are governed by the Group's Binding Corporate Rules which have been validated by the French Data Protection Authority (available at: [www.cnil.fr](#)). The personal data of data subjects is stored for the duration of the contractual relationship, followed by the statutory limitation periods. Data subjects have the right to access and rectify their personal data, they also have a right to data portability, to restrict or object to processing the data on legitimate

grounds, to delete the data as well as to set guidelines as to what to do with their data after their death in the cases set out in the applicable regulation. Data subjects may exercise their rights by contacting: Michelin INFLEATTABLE - Manufacture Française des Pneumatiques Michelin, 23 place des Carmes-Déchaux 63040 Clermont Ferrand cedex 9 FRANCE. Data subjects may also send an e-mail to the department in charge of personal data protection at the following address: privacy.fr@michelin.com. If the data subject's request is not handled satisfactorily, they may also file a complaint with the CNIL on its website.

16. **AMENDMENTS.**

Michelin is entitled to amend these General Terms and Conditions at any time. The amended General Terms and Conditions are applicable from the moment they are made available to the Customer, regardless of the communication method. If one Party fails to apply or perform any of its rights under any provision of these General Terms and Conditions, this may not be construed as waiving these rights

17. **FORCE MAJEURE.**

17.1. **Force majeure events:** Each Party shall be released of any liability for non-performance of an obligation under these General Terms and Conditions to the extent that the Party is prevented from performing such obligations by any circumstances beyond the reasonable control of the Party. In particular, within the meaning of these General Terms and Conditions, the following events shall be considered as force majeure events: current and future wars, current and future pandemics and epidemics terrorism, civil unrest, malicious damage, strikes, lock-out, industrial action, lack or failure of transport facilities, fire, flood, drought, extreme weather conditions, compliance with any law or government order, rules, regulations, direction or other circumstance beyond the reasonable control of either Party (the '**Force Majeure Event**'), provided that such Party could not reasonably be expected to have taken into account such an Event occurring in view of its ability to perform these General Terms and Conditions, and could not reasonably have avoided the Event or overcome its effects. Insofar as statutory regulations in effect allow, the Customer shall not be released from its obligation to make payments to Michelin because of a Force Majeure Event.

17.2. **Notice and duty to mitigate:** If a Party wishes to invoke the Force Majeure Event by virtue of these General Terms and Conditions, it must inform the other Party as soon as possible, but no later than 30 days after the start of this Force Majeure Event, otherwise the invoking Party shall not be released from any liability for non-performance caused by such Force Majeure Event. Both Parties shall make every reasonable effort to prevent and reduce the effect of any non-performance of these General Terms and Conditions caused by a Force Majeure Event. Michelin is entitled to allocate its Products to itself and its other Customers at its sole discretion without incurring any liability towards the Customer, in the event of a production or procurement **shortage.**

18. **DISPUTE SETTLEMENT, APPLICABLE LAW AND JURISDICTION**

These General Terms and Conditions are subject to French law. The Vienna Convention on Contracts for the International Sale of Goods may not be applied.

In the event of a dispute relating to the content, interpretation, validity or performance of these General Terms and Conditions and before bringing any proceedings before a competent court,

the Parties shall endeavour in good faith to resolve the dispute amicably as soon as possible between the representatives authorised to settle the dispute.

Failing an amicable agreement between the Parties and unless other mandatory provisions apply, 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, irrespective of the place of delivery, even in the event of an interlocutory application, third party claims or multiple defendants, notwithstanding any clause 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 the prior written consent of Michelin. Any assignment by the Customer shall be null and void. Michelin may assign these Terms and Conditions and any resulting rights or interest may be Affiliate.
- 19.2. **Validity:** Should any clause or a part of the provisions of these General Terms and Conditions be found to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining contractual provisions. The Parties shall negotiate to replace invalid provisions by valid provisions which respect the commercial or business interest of the illegal provisions rendered void or unenforceable, in good faith.
- 19.3. **Notices:** The notices that the Parties are obliged to send each other by virtue of these General Terms and Conditions are valid provided that they are sent to the addresses mentioned in the introduction to these General Terms and Conditions (or to other addresses that the Parties shall send to each other in writing), by letter, registered post with proof of delivery, or by fax with acknowledgement of receipt and/or by electronic mail.
- 19.4. **Entire agreement:** These General Terms and Conditions supersede all previous written documents or correspondence (if any) on the purpose of these General Terms and Conditions.