

## GENERAL TERMS AND CONDITIONS OF SALE (GTCs)

### PREAMBLE

These « **General Terms and Conditions** » form the basis of all Michelin Inflatable Solutions (**MICHELIN INFLATABLE SOLUTIONS**, société par Actions Simplifiée with capital of 7 614 180 euros, located at 5 avenue Jean Rostand 78190 Trappes – France, registered under number RCS 832 753 297 Versailles, (« **Michelin Inflatable Solutions** »), offers and agreements, for the supply of Products on a non-exclusive basis to **Customer** as set forth in the relevant Order. Any order for Products or, where applicable, signature of these General Terms and Conditions, is Customer's unreserved acceptance of all provisions of these General Terms and Conditions. Michelin Inflatable Solutions and Customer are referred to individually as a "**Party**" and collectively as the "**Parties**".

These General Terms and Conditions (GTCs), incorporated by this reference into any commercial agreement, service agreement or other agreement, contract, quotation letter or purchase order, and any attachment or amendment thereto, for the sale of Products by Michelin Inflatable Solutions are collectively or individually referred to as "**Contract**".

### **1. INTERPRETATION.**

The following definitions and rules apply in the Contract:

#### **1.1. Definitions:**

**Affiliate:** an entity that is controlled by, controlling, or under common Control with one of the Parties.

**Health and Emergency Products Schedules:** where applicable, terms and conditions specific to products in the HEALTHCARE AND EMERGENCY market segment.

**Confidential Information:** all non-public and proprietary information including, without limitation, know-how, intellectual property, ideas, drawings, designs, concepts, samples, models, plans, data, software, and other technical, operating, financial or commercial information that would be regarded as confidential by a reasonable business person, which is obtained directly or indirectly either before or after the date of the Contract by one Party from the other Party or by virtue of having communications with or being on the premises of the other Party in connection with the business relationship.

**Control, Controlled, Controlling :** when one entity either, directly or indirectly, has the power to direct the management and policies of another legal entity, whether through the ownership of a fraction of the share capital or by contract or otherwise, and shall be deemed to exist.

**Regional Terms Schedules:** as applicable, terms and conditions specific to certain regions and/or countries attached to this Contract.

**Customer:** any person or legal entity purchasing Products from Michelin Inflatable Solutions for their business activity and needs.

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

**Electronic Transmission:** any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, provided that the transmission is secure and all actions are tracked and recorded by a reliable system, such record being able to be retained, retrieved and reproduced by the recipient and the sender.

**Force Majeure Event:** any circumstance beyond the reasonable control of the Party, such as acts of God, war, pandemic, epidemic, terrorism, civil disturbance, malicious damage, strike, disease outbreak, lockout, industrial action, lack or failure

of transportation facilities, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either Party, provided that such Party could not reasonably be expected to have taken into account the occurrence and the effects of the occurrence upon its ability to perform hereunder, and that it could not reasonably have avoided the occurrence and overcome its effects.

**Marks:** the Michelin Inflatable Solution trademarks, trade names, common law rights, logos, slogans, signs, domain names, subdomains, keywords, and related goodwill.

**Michelin Group:** entities Controlled by Compagnie Generale des Etablissements Michelin, 23 Place des Carmes Déchaux 63000 Clermont Ferrand, registration no. 855 200 887.

**Michelin Group Positions:** the positions taken by Michelin to refuse and prohibit any direct or indirect commercial activity involving Michelin Group Products (including but not limited to sales to or in the country, and/or transit across the country) with certain countries. They may contain more restrictive positions than the Trade Restrictions and are based on commercial considerations and other compliance concerns, including, but not limited to, money laundering and corruption concerns, and concerns related to the financing of terrorism. They apply to the Products sold as spare parts or incorporated in a higher-level assembly (such as a fitted unit, a ground vehicle, a plane, etc.). As of the date of the Contract, the list of countries to which Michelin refuses and prohibits any direct or indirect sales (including transit across these countries) is Cuba, Iran, North Korea, and Syria. This list is subject to change in Michelin Inflatable Solution's sole discretion.

**Order:** any agreement between the Parties detailing the Products to be supplied by Michelin Inflatable Solutions upon acceptance by Michelin Inflatable Solutions in accordance with Section 2.2 (Acceptance), which may be evidenced by any purchase order, quotation letter or RFQ, ...etc.

**Price list:** the most recent version of the Michelin Inflatable Solution price list made available to Customer, where applicable.

**Products:** any goods, products and/or services provided by Michelin Inflatable Solutions and as specified in the relevant Order or sold under the applicable agreement.

**Restricted Person:** any individual, entity, or body either: (i) specifically designated or listed under Trade Restrictions; (ii) owned or controlled by any person specifically designated or listed under Trade Restrictions; or (iii) acting for or on behalf of any person specifically designated or listed under Trade Restrictions

**Technical Data:** all data entered by Customer and/or Michelin Inflatable Solutions on Customer's behalf (excluding personal data) in relation to the Products offered by Michelin Inflatable Solutions, and/or their use, as well as any recommendations relating to Customer's fleet or business.

**Trade Restrictions:** trade sanctions (including but not limited to comprehensive or sectoral embargoes and restricted parties) and export controls (including but not limited to military or dual usage products).

**1.2.** The applicable Regional Terms Schedules and shall have effect as if set out in full in the body of the Contract. Any reference to these General Terms and Conditions includes the Regional Terms Schedule(s).

**1.3.** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

**1.4.** A reference to legislation or a legislative provision is a reference to it as amended, extended, or re-enacted from time to time.

**1.5.** Any references to any mandatory local laws and/or regulations shall be contained in the Regional Terms Schedules appended to these General Terms and Conditions.

1.6. The Regional Terms Schedule(s) shall prevail in case of any contradiction with these General Terms and Conditions.

## 2. PLACEMENT AND ACCEPTANCE OF ORDERS.

2.1. **Placement of Orders.** Customer shall order Products through the ordering channels provided by Michelin Inflatable Solutions.

2.2. **Acceptance.** All Orders are subject to acceptance by Michelin Inflatable Solutions in its sole discretion. To the extent permitted by applicable mandatory law, Michelin Inflatable Solutions may in its sole discretion:

2.2.2. unilaterally modify or cancel any Orders based on the availability and supply of the Products; and/or

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

2.3. Michelin Inflatable Solutions shall use reasonable efforts to fulfill Orders.

2.4. Unless prohibited by mandatory local laws, Customer may not modify an Order.

2.5. Delivery times are indicative and non-binding.

Subject to the foregoing, Michelin Inflatable Solutions reserves the right in all cases, including freight prepaid, to select a carrier/delivery agent chosen by Michelin Inflatable Solutions and to deliver to the Customer's authorised locations as specified by the Customer and agreed by the Parties. The Products may be delivered in multiple deliveries.

The Customer may, at his own expense and after prior written agreement with Michelin Inflatable Solutions, collect any order for Michelin Inflatable Solutions products from the warehouse designated by Michelin Inflatable Solutions and at times mutually agreed between the Parties.

To the extent permitted by applicable law and unless otherwise agreed in writing, Michelin Inflatable Solutions will not accept any returns or exchanges of Products delivered, except for defective Products, as detailed in Section 2.7 (Acceptance or rejection of the Products by the Customer).

2.6. **Title and risk.** The risk associated with the Products shall pass to the Customer at the time of delivery. Delivery takes place when the Products are handed over to: (i) the Customer; or (ii) a third party carrier selected by the Customer for transport to the Customer, whichever occurs first.

To the extent permitted by applicable law and subject to the rights, obligations and restrictions of the Parties, ownership of the Products shall pass to the Customer upon receipt of full payment of all sums and/or debts owed by the Customer, regardless of their origin.

Unless otherwise prohibited by applicable law, Michelin Inflatable Solutions reserves the right to suspend delivery of Products in the event that:

- The Customer fails to pay any amount due to Michelin Inflatable Solutions in respect of an Order;

- The Customer breaches any of its obligations;

-The Customer becomes the subject of insolvency proceedings; and/or

- to the extent permitted by applicable law.

2.7. **Acceptance or rejection of the Products by the Customer:** At the time of delivery, the Customer must check that the Products are free from defects (in particular, any deviation from the quantity, assortment, quality, type ordered or any abnormal soiling).

Any defect identified by the Customer on delivery must be notified: (i) to the third party carrier at the time of delivery (written comment on the shipping documents); and (ii) immediately in writing to Michelin Inflatable Solutions.

Unless otherwise required by applicable law, the Customer shall notify Michelin Inflatable Solutions in writing of any hidden or other defects discovered after delivery immediately upon becoming aware of such defects in accordance with local laws and regulations.

Michelin Inflatable Solutions reserves the right to inspect any defect notified by the Customer under this clause. To the extent permitted by applicable law, the Customer's remedy for any defect shall be determined by Michelin Inflatable Solutions in its sole discretion.

The Products shall be deemed to have been accepted by the Customer upon delivery and, where applicable, upon the Customer's signing of the delivery receipt.

Failure to comply with this clause shall constitute a full and complete waiver of any claim or liability against Michelin Inflatable Solutions for any defect in the Products.

### **3. PARTIES' RIGHTS, OBLIGATIONS AND RESTRICTIONS.**

**3.1** Subject to the provisions of the Contract, Customer has the non-exclusive right to purchase the Products from Michelin Inflatable Solutions.

**3.2** Customer's obligations shall include, but are not limited to:

**3.2.1** ensuring that the terms of the Order are complete and accurate; and

**3.2.2** payment of all amounts owed to Michelin Inflatable Solutions.

**3.3** Customer shall comply with all Michelin Inflatable Solutions and Michelin Group policies and codes in force and as amended from time to time.

**3.4 Mutual obligations.** Each Party represents that: (i) it is a company duly incorporated and validly existing under the laws of the country where it is incorporated and that it has the requisite power and authority to enter into and fully perform the Contract ; (ii) the Contract does not conflict with, contravene or constitute a breach of any contractual, financial, business, or legal obligation of any nature to which the Party, its Affiliates and/or its employees are subject; and as long as the Contract is in effect, neither Party, its Affiliates and/or its employees have and will not undertake any obligations that constitute a breach or otherwise materially and adversely affect the performance of their obligations under the Contract; (iii) it shall comply at all times with all applicable laws and regulations; (iv) it has obtained and will maintain, at its sole expense, all permissions, licenses and consents required to comply with its commitments under the Contract; (v) it will assign personnel who possess the requisite degrees of qualification, experience, training and skills required to fulfill the tasks assigned to them and who are familiar with the requirements of the Contract.

### **4. INTELLECTUAL PROPERTY AND CUSTOMER'S NON-DISPARAGEMENT OF PRODUCTS BEARING MICHELIN INFLATABLE SOLUTIONS MARKS.**

#### **4.1. Intellectual Property.**

**4.1.1** Michelin Inflatable Solutions retains all rights, title and interest in the Marks referring to its Products in any country or region. Customer agrees not to oppose, invalidate, or impair the Marks in any way.

**4.1.2** Customer recognizes and acknowledges that it shall have no ownership of, or rights whatsoever in, the Marks or other names and signs attached to the Products, nor on any promotional materials and their contents

provided by Michelin Inflatable Solutions. Customer shall not take any steps to register or otherwise acquire any rights in respect of such Marks or of any similar name, logo or sign likely to create confusion. Customer is not authorized to use any Marks as part of Customer's corporate name or domain names.

- 4.1.3** Michelin Inflatable Solutions hereby grants to Customer a non-exclusive, non-transferable, limited right to use such Marks in Customer's business solely for the purpose of advertising, promoting the Products in strict compliance with Section 4.1.6. No other use of the Marks is authorized in any way whatsoever. Upon termination of the contractual relationship between Michelin Inflatable Solutions and Customer for any reason whatsoever, Customer shall immediately refrain from using the Marks under any form whatsoever.
- 4.1.4** Notwithstanding anything to the contrary, Michelin Inflatable Solutions retains all rights, title and interest in all other intellectual property rights including without limitation patent rights, provisional patent rights, designs, copyrights, software, databases (collectively referred to as the "Other IPRs") pertaining or protecting its Products, processes, and services, as well as documentation and content provided by Michelin Inflatable Solutions, in any country or region. No rights or licenses are granted on Other IPRs under the Contract beyond the non-exclusive, limited right, to use the Products purchased from Michelin Inflatable Solutions for their intended purpose.
- 4.1.5** Unless otherwise required by local law or regulation, the supply or use of the Products is conditional upon Customer's undertaking not to seek, by reverse engineering, disassembly, or any other analysis, to obtain the methodology, composition, formulation, components, processes, source code or any other confidential information relating to the Products.
- 4.1.6** The Michelin Group's guidelines on correct use of the Marks apply and shall be adhered to by Customer. The guidelines are available at [www.michelin.com](http://www.michelin.com). Customer agrees that Inflatable Solutions may object to any advertising, marketing and/or promotional materials which do not comply with such guidelines and that Customer shall promptly cease the use of such materials upon Michelin's request.
- 4.1.7** Any misuse of the Marks by Customer shall constitute a material breach of the Contract, and Customer agrees to indemnify Michelin Inflatable Solutions for any and all damages caused by Customer's breach.
- 4.1.8** Any use of the Marks by Customer according to the Contract shall inure exclusively to the benefit of Michelin Inflatable Solutions.
- 4.1.9** To the extent permitted by applicable mandatory law, Customer shall keep Michelin Inflatable Solutions informed, as soon as becoming aware of: (i) any potential or actual infringement, piracy, or unfair competition by third-party(ies) in relation to the Marks; (ii) any third-party claims or actions against the validity, registration and use of the Marks; or (iii) any third-party claims or actions relating to the use of or the intent to use the Marks.
- 4.1.10** In the event of termination of the Contract, Sections 10.6 and 10.7 (Effects of termination) shall apply.

## **4.2. Non-Disparagement.**

- 4.2.1** Customer undertakes not to disparage, either directly or indirectly, the Marks or Products or to bring the Marks or Products into disrepute. In this respect, Customer shall notably refrain from any public statement or comment, press release or communication on social networks referring negatively to the Marks or Products including but not limited to: (i) the performance, quality, technology, durability, or capacities of the Products; (ii) the validity, registration, or ownership of the Marks; or (iii) the reputation or conduct of Michelin Inflatable Solutions or any of Michelin Inflatable Solution's representatives, employees, subcontractors, agents, or service providers.

**4.2.2** Customer undertakes not to organize advertising or more generally any communication of any nature whatsoever, which could harm the name and/or reputation of Michelin Inflatable Solutions, the Marks and/or the Products.

## **5. PRICING, INVOICING AND TAXES.**

**5.1. Pricing.** The price payable by Customer for the Products shall be the price set out in the Price list or otherwise agreed at the date of shipment or collection, or where services are being provided, the date the service is performed.

**5.2.** Michelin Inflatable Solutions may change the following at any time, and except as otherwise required by local law or regulation, without prior notice to the Customer: (i) Michelin Inflatable Solutions price lists; and/or (ii) other pricing or sales materials distributed by Michelin Inflatable Solutions.

**5.3.** Michelin Inflatable Solutions shall independently determine the prices of Michelin Inflatable Solutions Products payable by Customer to Michelin Inflatable Solutions.

**5.4. Invoicing.** The invoice shall include, unless prohibited by applicable mandatory law or regulatory provision(s) (s), any premiums, discounts, rebates or other reductions between the Customer and Michelin Inflatable Solutions, as well as all applicable taxes, customs duties and charges.

**5.5. Taxes.** All prices are exclusive of any applicable taxes, duties, or fees.

## **6. PAYMENT.**

**6.1.** Customer shall pay for the Products in accordance with Michelin Inflatable Solutions, invoice to Customer, or in such other manner as Michelin Inflatable Solutions may prescribe in its sole discretion.

**6.2.** Unless otherwise agreed between the Parties, cash payments or any other kind of payment in advance by Customer will not result in a discount in the pricing.

**6.3.** Where payment by Customer is made by cheque or other negotiable instrument, payment will be taken to have been made only when the cheque or instrument is honored, and the amount of the cheque/negotiable instrument is realized by Michelin Inflatable Solutions.

**6.4.** The date of payment shall be the date on which the funds are credited to the Michelin Inflatable Solutions bank account specified in the invoice.

**6.5.** If Customer disputes any Michelin Inflatable Solutions invoice, it shall notify Michelin Inflatable Solutions of any disputes/claims within thirty (30) calendar days of invoice date or credit document date and shall pay Michelin Inflatable Solutions the balance due on the portion of the invoice that Customer does not dispute in accordance with the terms of the invoice.

**6.6.** Notwithstanding anything contained to the contrary herein and unless otherwise prohibited by applicable mandatory law or regulation provides otherwise, Michelin Inflatable Solutions shall have the right at any time and in its sole discretion to:

**6.6.1.** establish and make modifications to payment terms;

**6.6.2.** grant or discontinue any extension of open account trade credit to Customer; and

**6.6.3.** require a direct debit mandate, advance payment, cash on delivery or cash payment for deliveries, or other security for shipments.

**6.7.** If Michelin Inflatable Solutions determines that sales to Customer should be on credit, Michelin Inflatable Solutions shall reserve the right to fully and discretionally request any collateral that it may deem appropriate and necessary in accordance with the credit line granted to Customer. This guarantee shall maintain its validity until termination.

**6.8.** Michelin Inflatable Solutions may demand assurances from Customer that payment, in conformity with the provisions of the Contract, shall be forthcoming. Until assurances satisfactory to Michelin Inflatable Solutions are received from Customer, Michelin Inflatable Solutions shall have the right to discontinue or suspend Customer's privileges under the Contract.

**6.9.** In addition to any right of setoff or recoupment permitted by law, Michelin Inflatable Solutions shall in its sole and absolute discretion have the contractual right to apply:

**6.9.1.** Any amounts owed by Michelin Inflatable Solutions (or any Affiliate of Michelin Inflatable Solutions) to Customer (or any person or entity affiliated with Customer) under other contractual agreements; or

**6.9.2.** Any payments made by Customer or credit issued to Customer under any contractual relationship, to reduce any amounts due to Michelin Inflatable Solutions under the Contract.

**6.10** Customer shall reimburse Michelin Inflatable Solutions for all charges and costs, including, but not limited to, reasonable attorneys' fees, which Michelin Inflatable Solutions incurs in enforcing the Contract, the Price List or any related agreement including, but not limited to, any security or credit agreement.

**6.11** All amounts owed to Michelin Inflatable Solutions by Customer under the Contract, shall become immediately due and payable on termination of the Contract for any reason.

## **7. LATE OR NON-PAYMENT; CHANGE OF FINANCIAL STATUS.**

**7.1. Late or non-payment.** Subject to this Section, Customer's failure to make full payment to Michelin Inflatable Solutions under the Contract by the due date will constitute a material breach of the Contract. Accordingly, without prejudice to any remedies available to Michelin Inflatable Solutions under the Contract and at law, in the event Customer fails to make full payment:

**7.1.1.** Michelin Inflatable Solutions shall be entitled to late payment interest;

**7.1.2.** To the extent permitted by applicable mandatory law, Michelin Inflatable Solutions may in its sole discretion terminate any other contract between the Parties;

**7.1.3.** to the extent permitted by applicable mandatory law, Michelin Inflatable Solutions reserves the right to immediately reclaim the Products, it being agreed that the Products still in the Customer's possession shall be deemed to be the unpaid Products. All costs related to the recovery and return of the Products shall be borne by the Customer. The return of unpaid Products shall be made by the defaulting Customer at its own expense and risk, upon notification by Michelin Inflatable Solutions;

**7.1.4.** to the extent permitted by applicable mandatory law, Michelin Inflatable Solutions may at its sole discretion suspend delivery of Products to Customer, cancel undelivered Orders or refuse shipment of any further Products, and/or suspend the performance of any services; and

**7.1.5.** all amounts owed to Michelin Inflatable Solutions by Customer under the Contract shall become immediately due.

**7.2.** Any acceptance of late payments by Michelin Inflatable Solutions will not alter the Contract or act as a waiver of the payment terms contained herein.

**7.3.** **Change of financial status.** To the extent permitted by applicable mandatory law, Michelin Inflatable Solutions may suspend delivery of any current Orders, and not resume deliveries if:

**7.3.1.** insolvency proceedings have been initiated against Customer, and no written agreement has been reached between Customer and Michelin Inflatable Solutions detailing the ongoing delivery of Products; or

**7.3.2.** Customer's financial situation deteriorates substantially as reasonably determined by Michelin Inflatable Solutions.

## **8. ETHICS AND COMPLIANCE.**

**8.1.** As of the signature date of the Contract, or the placement of an Order by Customer when the Contract are not signed, each Party undertakes to have or to implement and maintain an anti-bribery and anti-corruption compliance program, adapted to its own situation and able to detect corruption and promote a culture of integrity in its organization. Each Party acknowledges a "zero tolerance" policy regarding bribery and corruption and agrees to comply with applicable laws and regulations regarding the fight against bribery and corruption.

**8.2.** Each Party agrees to refrain from: (i) offering, promising or giving; and from (ii) attempting or conspiring to offer, promise or give, any undue pecuniary or other advantage, whether directly or through intermediaries, to a public or private official or representative for that official or representative or for a third-party, in order that the official or representative acts or refrains from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage. Michelin Inflatable Solutions may conduct compliance audits on Customer to ensure its compliance with the above commitments.

**8.3.** In the event Customer fails to comply with the requirements of this Section 8, Customer undertakes to immediately inform Michelin Inflatable Solutions and to attempt to correct the non-compliance within a reasonable timeframe. Notwithstanding the above, Michelin Inflatable Solutions reserves the right to take any appropriate measures to mitigate corruption risk, including termination of the Order, the Contract.

**8.4.** Customer shall comply with and shall require that all of its commercial partners (customers and suppliers) and sub-contractors comply with all applicable laws, statutes, codes and regulations including but not limited to those relating to anti-corruption, anti-bribery, anti-money laundering, fraud, health and safety, environment (as well as avoid any practices that may cause damage to it, especially, but not limited to, regarding any practices that can contribute to the rise in deforestation, burnt land and soil erosion), labor law, human rights, harassment, and discrimination.

**8.5.** Customer shall conduct its business with integrity, ethics, and transparency, and shall adopt, promote, and comply with fundamental rules in the areas of human rights, labor, environmental, ethics, fraud, anti-bribery, and anti-corruption standards. Michelin Inflatable Solutions makes available to its customers an Ethics Line which they are entitled to use in case of violations of the Michelin Inflatable Solutions Code of Ethics (available at the following link: <https://ethique.michelin.com/en/>) or the anti-corruption compliance program. Alerts can be submitted through the following link: <http://michelingroup.ethicspoint.com/>

## **9. TRADE RESTRICTIONS.**

**9.1. Where the Product sold is out**



**9.1.1** 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 Restrictions. For the avoidance of doubt, all applicable laws and regulations could include those originating out of the United Nations, the European Union, the OSCE, or the United States of America.

**9.1.2** Customer shall not cause Michelin Inflatable Solutions to, either directly or indirectly, risk any potential violation of any applicable Trade Restrictions. Furthermore, Customer will not supply, sell, transfer, export, re-transfer, re-export, otherwise make available or use any Product supplied by Michelin Inflatable Solutions in order to circumvent, evade or avoid any applicable Trade Restrictions.

**9.1.3** Where Michelin Inflatable Solutions has reasonable cause to suspect that any Product may be or has been supplied, sold, transferred, exported, re-transferred, re-exported, otherwise made available to any jurisdiction targeted by relevant Trade Restrictions, or to a Restricted Person, or for any use, purpose or activity which is prohibited or otherwise restricted under Trade Restrictions, Michelin Inflatable Solutions reserves the right to :

**9.1.3.1** Immediately suspend its performance under the Contract

**9.1.3.2** request further information or documentary evidence from Customer, including but not limited to licenses, end user certificates, shipping, or commercial documentation, in order to verify the end use(s) or end user(s) of the Products; or

**9.1.3.3** take any other appropriate measures regarding its commercial relationship with Customer.

**9.1.4** Customer certifies that, as of the date hereof, neither Customer, nor any of Customer's group companies, nor any of their respective directors or officers is a Restricted Person. Customer shall immediately notify Michelin Inflatable Solutions if any of the abovementioned Customer, Customer group companies, directors, or officers becomes a Restricted Person.

**9.1.5** Customer shall indemnify and hold harmless Michelin Inflatable Solutions from and against any losses, costs, claims, causes of action, damages, liabilities, and expense, including attorneys' fees, any expense of litigation or settlement, and court costs, arising from any non-compliance with Trade Restrictions or Michelin Group Positions by Customer. Customer shall be responsible for any act or omission of Customer, its officers, employees, Affiliates, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Section 9.

**9.1.6** Customer shall respect the Michelin Group Positions, which may contain more restrictive provisions than the Trade Restrictions defined herein.

## **9.2. Where the Product sold is a Service**

**9.2.1** Customer certifies it will be the final end-user of Michelin Inflatable Solutions Services, and any Related Products (any commodity provided to the Customer as part of the Services) or Related Accessories which are made available to the Customer as a necessary element of the Services.

**9.2.2** Customer commits to use and/or consume the Services and Related Products and Related Accessories as declared to Michelin Inflatable Solutions and commits not to make them available (either free or for a price) to any other third party (individual or organization), whatever the country.

**9.2.3** Customer shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, export, re-transfer, or re-export of the Services, any Related Products, any Related Accessories, and any related data, including but not limited to those relating to: trade sanctions (including but not limited to comprehensive

or sectoral embargoes and restricted parties) and export controls (including but not limited to military or dual usage products), altogether defined hereafter as « Trade Restrictions ».

**9.2.4** A Restricted Person shall mean any individual, entity or body either: (i) specifically designated or listed under Trade Restrictions; (ii) owned or controlled by any person specifically designated or listed under Trade Restrictions; or (iii) acting for or on behalf of any person specifically designated or listed under Trade Restrictions. Customer certifies that, as of the date hereof, neither Customer, nor any of the Customer's Group Companies, nor any of their respective directors or officers is a Restricted Person. Customer shall immediately notify Michelin Inflatable Solutions if any of the abovementioned Customer, Customer Group Companies, directors or officers becomes a Restricted person.

**9.2.5** Customer shall indemnify and hold harmless Michelin Inflatable Solutions from and against any losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, any expense of litigation or settlement, and court costs, arising from any noncompliance with Trade Restrictions or the certifications and representations in this clause. Customer shall be responsible for any act or omission of Customer, its officers, employees, affiliates.

## **10. TERMINATION.**

**10.1. Termination for convenience.** Without affecting any other right or remedy available to it, and to the extent permitted by applicable mandatory law, Michelin Inflatable Solutions may terminate the Contract without cause, at any time without charge, upon thirty (30) calendar days' prior written notice of such termination to Customer.

**10.2. Termination for material breach.** Without affecting any other right or remedy available to Michelin Inflatable Solutions, if Customer materially breaches its obligations under the Contract, Michelin Inflatable Solutions may terminate the Contract with immediate effect by giving written notice to Customer:

**10.2.1.** if Customer fails to remedy such material breach within fourteen (14) calendar days of being notified in writing by Michelin Inflatable Solutions to do so; or

**10.2.2.** where Customer's material breach is incapable of remedy, as determined by Michelin Inflatable Solutions in its sole discretion.

**10.3. Termination for dissolution.** Either Party may terminate the Contract, immediately without notice in the event of dissolution of either Party, whether by operation of law or otherwise.

**10.4. Termination for bankruptcy.** To the extent permitted by applicable mandatory law, either Party may terminate the Contract, immediately without notice if, in the opinion of the terminating Party, the other Party, its principle, or any owner or guarantor of that Party's business becomes insolvent or is likely to become insolvent.

### **10.5. Michelin Inflatable Solution's right to terminate for change of Control or assignment.**

Michelin Inflatable Solutions may terminate the Contract immediately upon:

**10.5.1.** any change of Control of Customer, as defined by applicable law, unless prior to the occurrence of such change of Control, Michelin Inflatable Solutions is notified of the change in writing and gives written approval; or

**10.5.2.** any attempted assignment by Customer of the Contract or any right or interest arising from the Contract without the prior written consent of Michelin Inflatable Solutions.

**10.6. Effects of termination.** Upon termination of the Contract for any reason whatsoever, Customer shall immediately refrain from using the Marks in any form whatsoever.

**10.7.** All sums owing by Customer to Michelin Inflatable Solutions or vice versa shall become immediately due and payable. To ensure prompt payment, each Party agrees to cooperate and work with the other in determining and processing all such amounts due. Michelin Inflatable Solutions shall have the right to apply any amounts owed by Michelin Inflatable Solutions or any Affiliate (including but not limited to credits, bonuses or rebates earned or payable under the Contract) to Customer (or any person or entity affiliated with Customer) in reduction of any amounts due to Michelin Inflatable Solutions.

## **11. CONFIDENTIALITY.**

**11.1.** Subject to Section 11.4 below, each Party agrees that it will not disclose to any person any Confidential Information of, or relating to, the other Party which has been disclosed to it or which has come into its possession as a result of the execution of the Contract for the duration of the Contract and for an additional period of two (2) years from termination of the abovementioned contractual relationships between the Parties.

**11.2.** Confidential Information may only be used by each Party to fulfill the purpose of the Contract and may only be shared with employees, Affiliates, and agents of the Parties in furtherance of the purpose of the Contract.

**11.3.** Each Party will protect the Confidential Information using the same degree of care it employs for its own similar information, but in any case, not less than a reasonable degree of care.

**11.4.** Nothing in the Contract shall prohibit disclosure of information which: (i) is already in the public domain; (ii) becomes part of the public domain after disclosure to the receiving Party other than as a result of a wrongful act of such Party; (iii) is received from a third party providing that it was not acquired directly or indirectly by such third party from the receiving Party; or (iv) is required to be disclosed by law or any governmental or regulatory body or agency.

## **12. PRODUCT WARRANTY AND RECALL.**

Michelin Inflatable Solutions will comply with mandatory local laws and the limited warranty statements provided with the Products or otherwise made available to Customer.

**12.1** Unless otherwise specified in the relevant Product warranty document, the Product warranty shall commence on the date the Products are delivered to the Customer.

**12.2** The Product warranty shall not apply to any claim based on circumstances arising from the Customer's handling, assembly, commissioning, use or maintenance of the Products in a manner not in accordance with the Contract and/or Michelin Inflatable Solutions' Product Information.

**12.3** **Product/goods recall.** Customer and Michelin Inflatable Solutions agree to comply with all applicable mandatory regulations regarding product/goods recall procedures and requirements.

## **13. LIMITATION OF LIABILITY.**

**13.1.** Regardless of the basis for liability, any claims for compensation made by Customer will be subject to the limitations stated in this Section 13.

**13.2.** To the extent permitted by applicable mandatory law, Michelin Inflatable Solutions shall not be liable for any loss, damages or penalties incurred by Customer:

**13.2.1.** arising from any delay, failure, or inability to supply or deliver any Products, including, but not limited to any shortage of raw materials; or

**13.2.2.** arising from or in connection with the fulfilment of Customer's obligations towards third parties.

**13.3. LIMITATION OF LIABILITY. SUBJECT TO SECTION 13.4 (DISCLAIMER) BELOW, AND UNLESS OTHERWISE PROHIBITED BY APPLICABLE MANDATORY LAW, MICHELIN INFLATABLE SOLUTION'S TOTAL LIABILITY TO CUSTOMER FOR ALL DIRECT**

**DAMAGES INCURRED BY CUSTOMER UNDER THE CONTRACT SHALL NOT EXCEED THE ACTUAL DAMAGES SUFFERED BY CUSTOMER WHICH IN ANY EVENT IS LIMITED TO THE TOTAL AMOUNT INVOICED BY MICHELIN INFLATABLE SOLUTIONS TO CUSTOMER FOR THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE LOSS OR DAMAGE FOR THE SPECIFIC PRODUCT THAT RESULTED IN SUCH CLAIMED DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, TREBLE, PUNITIVE, MULTIPLE OR ENHANCED DAMAGES, OR FOR LOST PROFITS, LOST REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THE CONTRACT OR EITHER PARTY'S PERFORMANCE HEREUNDER.**

**13.4. MICHELIN INFLATABLE SOLUTIONS DOES NOT WARRANT THAT ANY ONLINE PLATFORM USED TO ORDER PRODUCTS (OR ANY DATA OR INFORMATION MADE AVAILABLE THROUGH SUCH PLATFORM) WILL BE UNINTERRUPTED, SECURE, ACCURATE, COMPLETE, ERROR FREE, FREE OF VIRUSES OR HARMFUL CODE OR COMPATIBLE WITH OR WORK WITH OTHER SYSTEMS, SOFTWARE OR SERVICES; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM.**

**13.5.** The limitation of liability set out in this Section 13 shall not apply to:

- 13.5.1.** death or bodily injury caused by the intentional acts or gross negligence of Michelin Inflatable Solutions;
- 13.5.2.** damages arising directly from fraud or willful repudiation of the Contract by Michelin Inflatable Solutions;
- 13.5.3.** any other liability that may not be excluded or limited under applicable mandatory law; or
- 13.5.4.** a Party's obligation to indemnify and defend the other against certain third-party claims.

**13.6. Limitation of Action.** To the extent permitted by applicable mandatory law, no suit or claim based on any legal claim, regardless of form, arising out of or in any way connected with the Contract, may be brought by Customer (or any party claiming by, through, or under Customer) more than one (1) year after the event giving rise to such claim.

#### **14. INDEMNITY.**

**14.1.** Customer shall indemnify Michelin Inflatable Solutions against any losses, damages, liabilities, claims, costs, or out-of-pocket expenses (including any legal fees) incurred by Michelin Inflatable Solutions in connection with the Contract, including but not limited to:

- 14.1.1.** any use, misuse, distribution or redistribution or other actions taken (or not taken) by Customer, its officers, employees, Affiliates, agents, suppliers, or subcontractors;
- 14.1.2.** Customer's failure to obtain the relevant business permits, licenses and/or approvals;
- 14.1.3.** Customer's failure to promptly pay any sales, excise, income, or other tax, or from Customer's failure to correctly file any required tax returns; and/or
- 14.1.4.** Customer's breach of the Contract,

except to the extent such losses are caused by the fraud, gross negligence, or willful misconduct of Michelin Inflatable Solutions in the performance of its obligations under the Contract.

**14.2. Intellectual Property Indemnification.** Michelin Inflatable Solutions shall indemnify Customer against any losses, damages, liabilities, claims, costs, or out-of-pocket expenses (including any legal fees) incurred by Customer arising from any claim or suit alleging that the use of the Marks or the sale of the Products infringes any trademark, copyright, or patent of third parties, provided however that:

- 14.2.1.** this Section 14 does not cover, and Michelin Inflatable Solutions has no obligation hereunder for, infringement claims or suits arising from Customer's failure to use the Marks or Products in accordance with the Contract; and

**14.2.2.** Customer shall provide Michelin Inflatable Solutions with prompt notice of the claim or suit giving rise to such obligation; and

**14.2.3.** Michelin Inflatable Solutions shall have the sole control of the defense and of all negotiations for settlement of such claim or suit. Customer shall cooperate with Michelin Inflatable Solutions in the defense or settlement of any such claim or suit.

**14.3.** If a claim or suit for which Michelin Inflatable Solutions is required to indemnify Customer under this Section 14 is brought or is likely to be brought, Michelin Inflatable Solutions may require Customer to immediately discontinue the use of the Marks and/or the sale of the Products and Customer shall comply with such requirement.

**14.4.** This Section 14 shall survive termination of the Contract.

## **15. USE OF CUSTOMER DATA AND DATA PROTECTION.**

### **15.1. CUSTOMER DATA.**

**15.1.1. Customer Warranties.** Customer represents and warrants that any and all Customer Data provided and/or uploaded to Michelin Inflatable Solutions is true, accurate, current, and complete in all respects.

**15.1.2. Right to Use Customer Data.** Customer expressly authorizes Michelin Inflatable Solutions and its Affiliates and/or its subcontractors, either directly or indirectly through third party contractors, to store, access, process, copy, run, purge and/or erase Customer Data (including for the avoidance of doubt Customer personal data) stored in a Michelin Inflatable Solutions database to the extent it relates to the Products provided by Michelin Inflatable Solutions and/or to the extent necessary for the implementation of any obligations under the Contract. Similarly, Customer authorizes Michelin Inflatable Solutions and/or its Affiliates and/or subcontractors to purge and/or erase Customer Data that does not present the necessary guarantees in connection with the Products provided by Michelin Inflatable Solutions (or in case of reasonable doubt) or in accordance with the applicable legal provisions.

**15.1.3. Right to Use Technical Data.** Technical Data may be used worldwide by Michelin Inflatable Solutions, its Affiliates and/or its subcontractor(s) in order to:

- (i) implement its obligations under the Contract;
- (ii) offer Customer additional services such as its own individualized reporting against consolidated data; and/or
- (iii) create and/or expand any database which may be used for consolidated data reporting, statistic, referential and/or benchmark analysis, marketing purposes, research, and/or future product development purposes while the Contract are in effect and any time thereafter within the context of Michelin Inflatable Solutions and its Affiliates and/or its subcontractor(s) provided that such Technical Data is anonymized (understood that no direct or indirect link can be made between such data and Customer).

**15.1.4.** Except for the rights granted under Sub-Section 15.1.3 (iii) above, which is granted for the maximum legal duration of protection of intellectual property rights, the right to use Technical Data shall expire at the end of the Contract, irrespective of cause.

### **15.2. DATA PROTECTION.**

**15.2.1.** Each Party undertakes, for the personal data processing operations it carries out for its own purposes under and in the framework of the Contract to comply with all obligations arising from the application of any applicable data protection and privacy legislation and regulatory requirements in force and as amended from time to time, that may apply to personal data processed, including those of the General Data Protection

Regulation (EU/2016/679) and its possible updates, texts adopted within the European Union, in particular the obligations arising from the application of French law and of Law No. 78-17 of 6 January 1978, as amended (collectively, the « Personal Data Protection Legislation»).

**15.2.2.** The Customer acknowledges that, Michelin Inflatable Solutions, as the data controller, processes personal data for the purpose of managing the expertise services, in compliance with Data Protection Legislation. The processing is based on Michelin Inflatable Solution's legitimate interest related to the performance of the Contract. The data processed are essential to these processing operations and are used by the relevant departments of Michelin Inflatable Solutions and, where applicable, its subcontractors. Some of them may be located outside the EU, in particular in the United States. In order to provide adequate guarantees for the protection of this personal data, transborder data flow agreements have been signed between Michelin Inflatable Solutions and its subcontractors, incorporating the standard clauses of the European Commission.

**15.2.3.** Personal data in concern will be kept for the duration of the contractual relationship plus the statutory periods of limitation. The data subjects have the right to access, rectify, make available, restrict, oppose for legitimate reasons and cancel the data in accordance with the law. Data subjects may exercise their rights by writing to the following address: [commerce@inflatable.michelin.com](mailto:commerce@inflatable.michelin.com). Data subjects may also send an e-mail to the Data Protection Department at the following address: [privacy.fr@michelin.com](mailto:privacy.fr@michelin.com). If the data subject's request is not satisfied, the data subject may also lodge a complaint with the CNIL via its website.

## **16. FORCE MAJEURE.**

**16.1. Impacts of Force Majeure.** Each Party shall be relieved from liability for a failure to perform any obligation under the Contract during such period and to the extent that the due performance thereof by such Party is prevented by reason of a Force Majeure Event.

**16.2.** To the extent permitted by applicable mandatory law or regulation, Customer will not be relieved of its duty to make payments to Michelin Inflatable Solutions due to any Force Majeure Event.

**16.3. Notice and duty to mitigate.** A Customer desiring to invoke a Force Majeure Event hereunder shall give notice to Michelin Inflatable Solutions as soon as possible but no later than 30 calendar days after the commencement of such Force Majeure Event. Customer shall not be discharged from liability for any non-performance caused by such Force Majeure Event should it fail to notify Michelin Inflatable Solutions in accordance with this Section.

**16.4.** Both Parties shall make all reasonable efforts to prevent and reduce the effect of any non-performance of the Contract caused by a Force Majeure Event.

## **17. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION.**

**17.1.** The Contract will be governed by the laws of the legal jurisdiction where the Michelin Inflatable Solutions entity issuing the Contract is incorporated.

**17.2.** The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

**17.3.** In the event of a dispute arising from or in connection with the Contract, and before filing any action in a court of competent jurisdiction, the Parties may attempt in good faith to resolve such dispute within thirty (30) calendar days by negotiation between representatives who have authority to settle the dispute.

**17.4.** Notwithstanding Section 17.3 above, in the event a dispute cannot be resolved through negotiation, the courts of the competent jurisdiction in the location of the Michelin Inflatable Solutions entity's registered office issuing the Contract will have jurisdiction to settle all disputes arising from or in connection with the Contract.

**17.5.** Notwithstanding the other provisions of this Section 17, to the extent permitted by applicable mandatory law, Michelin Inflatable Solutions may also seek equitable relief or an interim injunction in a court of competent jurisdiction.

## **18. INSURANCE.**

Each of the Parties declares that it is insured for all the pecuniary consequences of its professional and operational civil liability due to any bodily injury, property damage and consequential and/or non-consequential damage caused to the other Party and/or to any third party within the framework of the Contract.

The Customer undertakes to take out private insurance or a government scheme covering the risks of industrial accidents or occupational diseases as required and up to the limits imposed by the applicable legislation.

Such insurance shall be taken out with a reputable insurance company and maintained throughout the term of the Contract and for two years thereafter. Each of the Parties agrees to provide upon the first request of the other Party an annual certificate from said company specifying the amounts insured.

## **19. MISCELLANEOUS TERMS.**

**19.1. Subcontracting.** Michelin Inflatable Solutions subcontract any or all of its obligations under the Contract without notice to Customer. Notwithstanding the foregoing, Michelin Inflatable Solutions will be responsible for the acts and omissions of any such subcontractor.

**19.2. Assignment.** Customer may not assign the Contract, or any of its rights or obligations hereunder, without Michelin Inflatable Solution's prior written consent. Any assignment by Customer shall be null and void. The Contract and any right hereunder or interest herein may be assigned at any time by Michelin Inflatable Solutions to an Affiliate.

**19.3. Survival.** All obligations of the Parties pertaining to payment, reimbursement, indemnification, warranty, and any provision that is intended to come into or continue in force, and all obligations hereunder which by the terms of the Contract arise at or after termination, shall survive any termination or expiry of the Contract.

**19.4. Severability.** If any Section or part of a Section of the Contract is declared illegal, null, or unenforceable, this illegality, nullity or unenforceability shall not affect the legality, validity, or enforceability of the other contractual clauses. The Parties shall negotiate in good faith to replace the invalid provisions with valid ones to achieve the intended commercial or business purpose of the illegal, null, or unenforceable provision.

**19.5. Language and Notices.** The Contract have been prepared in the language of the legal jurisdiction where the Michelin Inflatable Solutions entity issuing these General Terms and Conditions is incorporated. All notices and other communications required or permitted under the Contract shall be in writing in the language of the Contract, a language mutually agreed by the Parties, or accompanied by a certified translation, all of such shall be valid, subject to their being sent to the addresses referred to in the introduction of the Contract (or to other addresses which the Parties shall have communicated to each other in written form), by courier, registered or express mail or mail under acknowledged receipt. In the event of a conflict between any notice in the language of the Contract and its accompanied certified translation, the version of the notice in the language of the Contract shall prevail. Any Party may change its address for such communications by giving appropriate written notice to the other Party conforming to this Section.

**19.6. Right to Audit.** Customer agrees to provide to Michelin Inflatable Solutions, upon request, financial records, and other documentation reasonably necessary for Michelin Inflatable Solutions to verify that Customer has performed its obligations hereunder. Such records and documentation will be kept by Customer for a minimum of five (5) years after expiration or termination of the Contract. Customer agrees that all such records and documentation will be made available to Michelin Inflatable Solutions for audit upon seventy-two (72) hours' written notice from Michelin Inflatable Solutions or its third-party auditor. Any on-site audit will be conducted during Customer's normal business hours. Michelin Inflatable

Solutions reserves the right to immediately withdraw all benefits under the Contract if Customer fails to provide supporting documentation to Michelin Inflatable Solution's satisfaction.

**19.7. Entire agreement.** The Contract and anything incorporated by reference herein constitute the entire agreement between the Parties and shall supersede all previous written documents or correspondence (if any) on the subject matter hereof.

**19.8. Execution/Counterparts.** To the extent applicable, upon signature, the Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together will constitute one and the same instrument. The Contract have been executed by the Parties' duly authorized representatives and electronic signature of the Contract made through the means of Electronic Transmission shall be as legally binding as a physical signature.

**19.9. Relationship of the Parties.** The Contract apply to the sale of Michelin Inflatable Solutions Products to Customer by Michelin Inflatable Solutions and is not intended by either Party to constitute a franchise relationship between the Parties. Customer has not paid a franchise fee to Michelin Inflatable Solutions and is not operating pursuant to a business system supplied by Michelin Inflatable Solutions. Further, the Contract shall not be construed to create a joint venture, association, partnership, employment, or other force of business organization or agency relationship between Customer and Michelin Inflatable Solutions.

**19.10. Waiver.** Either Party's failure to enforce or exercise any of its rights under any provision of the Contract shall not be construed as a waiver of such rights. No custom, practice, or course of dealing constitutes a waiver of any provision of the Contract.

**19.11. Amendments.** To the extent permitted by applicable mandatory law, Michelin Inflatable Solutions reserves the right to modify the Contract at any time. The amended Contract are applicable from the moment they have first been made available regardless of the communication method. The applicable updated General Terms and Conditions are available on Michelin Inflatable Solution's website.

**19.12. Conflicts.** If there is any conflict or ambiguity between any of the provisions of these General Terms and Conditions and subsequent Regional Terms Schedules, such conflict shall be resolved in accordance with the following order of precedence: Regional Terms Schedules and then these General Terms and Conditions.

**19.13.** If there is any conflict or ambiguity between any of the provisions of these General Terms and Conditions and subsequent Regional Terms Schedules and any Customer documentation (such as Orders, general terms of purchase, etc.) these General Terms and Conditions and subsequent Regional Terms Schedules shall prevail.

These General Terms and Conditions **have been executed for and on behalf of the undersigned as of the day and year first written above.**

[DATE]

[MICHELIN INFLATABLE SOLUTIONS ENTITY]

[CUSTOMER]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## REGIONAL TERMS SCHEDULES TO MICHELIN INFLATABLE SOLUTIONS' GENERAL TERMS AND CONDITIONS OF SALE

### FRANCE

This Regional Terms Schedules applies to all offers, contracts and agreements between Michelin Inflatable Solutions and the Customer, in particular but not exclusively to orders placed and/or delivered in metropolitan France, including Corsica (hereinafter referred to as the "Territory").

The purpose of this Regional Terms Schedules is to supplement, specify or modify the current Michelin Inflatable Solutions General Terms and Conditions of Sale (hereinafter referred to as the "Terms and Conditions") in order to adapt them to the specificities of the Territory.

Consequently, in the event of any conflict or inconsistency between the General Terms and Conditions of Sale and the Regional Terms Schedules, the Regional Terms Schedules shall prevail.

Capitalized terms used in this Regional Terms Schedules shall have the meaning ascribed to them in Article 1.1 of the General Terms and Conditions of Sale.

Any reference to the General Terms and Conditions of Sale and to this Regional Terms Schedules shall also constitute a reference to any other existing contractual relationship between the Parties.

In view of the above, the General Terms and Conditions of Sale shall be amended as follows:

#### 1. Amendment of the preamble

Intra-Community VAT number : FR71832753297

#### 2. Amendment of the Article 2.6

Article 2.6 of the GTCs is deleted and replaced by the following provisions:

« 2.6. TITLE RETENTION CLAUSE

**2.6.1 The Products are sold with a reservation of title clause: the transfer of title is subject to full payment of the price by the Customer in principal and interest, as described in article 6.3 of the GCS, on the agreed due date, notwithstanding the transfer of risks on the date the Products are made available to the Customer by the carrier.**

2.6.2. The Customer undertakes to maintain and insure the Products against all risks that may arise or occur from the time delivery is indicated. The Customer shall refrain from processing, incorporating, using or assembling the Products prior to payment.

2.6.3. **If, for any reason whatsoever, all or part of the Product price has not been paid on the due date, Michelin Inflatable Solutions 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 Inflatable Solutions 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 Inflatable Solutions 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 Inflatable Solutions sends formal notice to perform by registered letter with acknowledgement of receipt. In the case where Michelin Inflatable Solutions 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).**

#### 3. Amendment of the Article 2.7

Article 2.7 of the GTCs is deleted and replaced by the following provisions :

« 2.7. In the event of a defect detected by the Customer, it is imperative that the Customer formulates its detailed reservations in writing on the transport document and confirms them to the carrier by registered letter with acknowledgement of receipt within three days of delivery and immediately informs Michelin Inflatable Solutions by sending a copy of the letter to the carrier so that it can exercise its right of recourse. The Customer will be held responsible for any damage suffered by Michelin Inflatable Solutions as a result of the Customer's failure to comply with the above procedure. »

#### **4. Amendment of the Article 5.2**

Article 5.2 of the GTCs is deleted and replaced by the following provisions:

« Michelin Inflatable Solutions may unilaterally modify at any time, with fifteen (15) days' notice, the following in order to allow for the possible cancellation of orders in progress by the Customer, notwithstanding Article 2.4 of the GCS: (i) the Michelin Inflatable Solutions Price List; and/or (ii) any other pricing or sales document distributed by Michelin Inflatable Solutions ».

#### **5. Amendment of the Article 5.4**

Article 5.4 of the GTCs is deleted and replaced by the following provisions:

« 5.4. Invoicing. The invoice shall indicate all rebates, discounts or rebates acquired and quantifiable at the time of the transaction and directly linked to that transaction, in accordance with article 242 nonies A of Appendix II of the General Tax Code I 9°, as well as any other mandatory information listed in the said article or in any other applicable legal or regulatory provision.

Rebates, discounts, or refunds resulting from certain sales and/or subject to periodic fulfilment conditions are only due to the Customer if, on the date scheduled for their payment, Michelin Inflatable Solutions' due claims have been settled in full.

The Client agrees that invoices and credit notes related to the Products or services provided under the Contract and/or any other contractual relationship between the Parties, shall be issued and transmitted by means of Electronic Transmission, in accordance with the legal and regulatory provisions in force.

In such a situation, the Electronic Transmission is managed by Michelin or by a third party acting on Michelin's instructions. In the latter case, the third party may offer the Client additional optional services, under terms freely negotiated between them. In this respect, Michelin's liability cannot be engaged.

Consequently, electronic invoices and credit notes will be sent by email to the address provided by the Client in writing to Michelin. Electronic invoices and credit notes have the same probative value as paper documents and are retained by the Parties under the same conditions.

The Client undertakes to provide Michelin or the third party with all the necessary information and documents to enable the implementation of the process of digitizing invoices and credit notes.

However, if the Client wishes to receive their invoices and credit notes by postal mail, even after deciding to use Electronic Transmission, they must make a written request to Michelin ».

#### **6. Amendment of the Article 6.1**

The following provisions are added to article 6.1 of the GTCs:

« Unless there is a specific agreement to the contrary, Products are payable by direct debit or bank transfer, thirty (30) days after the end of the month, date of invoice, regardless of the delivery method ».

## **7. Amendment of the Article 7.1.1.**

Article 7.1.1 of the GTCs is deleted and replaced by the following provisions:

« 7.1.1. Failure to pay an invoice on the due date will give rise to late payment penalties of three times the legal interest rate in force and a fixed debt collection charge of 40 euros per invoice. In the event of non-payment of any invoice, all Michelin Inflatable Solutions invoices shall become immediately due and payable by operation of law, without prior formal notice, even if not yet due ».

## **8. Amendment of the Article 13.2**

The following provisions are added to Article 13.2 of the GTCs:

« 13.2.3 resulting from abnormal use of its products. The Customer must comply with the conditions set by Michelin Inflatable Solutions, in particular as regards storage, selection, assembly, inflation, pressure, use, limits of use and repairs. The Customer may consult its technical documentation and its website at the following address « <https://inflatable.michelin.com> ».

## **9. Amendment of the Article 17.4**

Article 17.4 of the GTCs is deleted and replaced by the following provisions :

« 17.4. Notwithstanding a dispute arising out of the contract, and prior to bringing an action before a court of competent jurisdiction, the parties may attempt in good faith to settle the dispute by negotiation between their duly authorized representatives within a period of thirty (30) calendar days. If the dispute cannot be resolved by negotiation, the courts of Paris shall have jurisdiction to settle any dispute arising out of or in connection with this Agreement, regardless of the place of delivery, including ancillary or warranty claims or multiple defendants, notwithstanding any provision to the contrary ».

## **10. New provisions**

The following provisions are added to the Michelin Inflatable Solutions France GTCs.

« 3.6. The Customer represents, warrants and certifies that the Products purchased from Michelin Inflatable Solutions are intended for direct use in the normal course of its business ».

« 19.14. Unforeseeability. In the event of the occurrence of circumstances which could not have been foreseen at the time of the conclusion of the Contract and which render its performance excessively onerous for one of the parties (the "Damaged Party") who did not agree to bear the risk at the time of the conclusion of the Contract, or which unbalance the general structure of the Contract to its disadvantage, the Parties reserve the right to initiate a renegotiation procedure within forty-five (45) days of the notification of the occurrence of such unforeseeable circumstances, the parties reserve the right to initiate a renegotiation process within forty-five (45) days of notification of the occurrence of such unforeseeable circumstances in order to renegotiate the Contract in good faith. If the renegotiation of the Contract is refused or fails at the end of a period of forty-five (45) days from the notification of the occurrence of such unforeseeable circumstances, the injured party reserves the right to terminate the Contract unilaterally by giving three (3) months' notice.

The aggrieved Party shall continue to perform its obligations during the renegotiation of the Contract and the notice period.

The Parties expressly waive recourse to the means offered by the application of articles 1195 et seq. of the French Civil Code. »



## HEALTH AND EMERGENCY PRODUCTS SCHEDULES

This Product Schedules applies to all offers, contracts and agreements between Michelin Inflatable Solutions and the Customer for Products in the HEALTHCARE & EMERGENCY market segment.

The purpose of this Product Schedules is to supplement, clarify or amend the current Michelin Inflatable Solutions General Terms and Conditions of Sale (hereinafter referred to as the "GTCs") in order to adapt them to the specific characteristics of the Products in the HEALTHCARE AND EMERGENCY market segment.

Consequently, in the event of any conflict or contradiction between the General Terms and Conditions of Sale and the Product Schedules, the Product Schedules shall prevail.

The capitalised terms used in this Product Schedules shall have the respective meanings attributed to them in Article 1.1 of the General Terms and Conditions of Sale.

Any reference to the General Terms and Conditions of Sale and to this Product Schedules shall also constitute a reference to any other existing contractual relationship between the Parties.

In view of the above, the General Terms and Conditions of Sale are amended as follows :

### **1. Amendment to Article 2 :**

The following provisions are added to Article 2 of the GTCs and apply only to HEALTHCARE products:

« **2.8. Trial sale:** Michelin Inflatable Solutions may offer the Customer the opportunity to test the Products so that the Customer, together with his or her care team, can assess the interest of the Product in the Service. To this end, Michelin Inflatable Solutions will make the Products available to the Customer for a maximum period of three (3) months. During this period, the Customer must indicate whether he wishes to keep the Product. If he does not wish to keep the Product, he must inform his Michelin Inflatable Solutions contact person and return the Product at his expense to the address communicated to him. If the Customer wishes to keep the Product, the Product will be invoiced to the Customer in accordance with the conditions indicated in the request, at the end of the trial period of the Product. It should be noted that Michelin Inflatable Solutions remains the owner of the products until the price has been paid in full. During the trial period, the risk of the Product is transferred to the Customer as soon as it is physically handed over. During this period, the Customer undertakes to insure the Product against all risks which it may incur or cause from the time of delivery. ».

### **2. Amendment to Article 3: RIGHTS, OBLIGATIONS AND RESTRICTIONS OF THE PARTIES:**

The following provisions are added to Article 3 of the GTCs:

#### **3.5. Obligations concerning medical devices**

- 3.5.1 The Products sold by Michelin Inflatable Solutions are Class I medical devices as defined in Annex VIII of Regulation (EU) 2017/745 of 5 April 2017 and any updates thereto (the « Regulation»).
- 3.5.2 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.
- 3.5.3 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.

- 3.5.4 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.
- 3.5.5 Post-sales monitoring: the Customer must inform Michelin Inflatable Solutions 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 Inflatable Solutions to repair the Products must send Michelin Inflatable Solutions a summary of the incidents encountered at least once a year.
- 3.5.6 Storage conditions: The Customer must comply with the storage and shipping conditions of the Products supplied by Michelin Inflatable Solutions, which are detailed in the user manual.
- 3.5.7 the Customer must ask Michelin Inflatable Solutions to approve any advertising materials it creates for the Products supplied.

### **3.6. Compliance with European medical device regulations and standards:**

- 3.6.1. The Customer undertakes to comply with the regulations applicable to the Products, and in particular European Regulation 2017-745 relating to medical devices, and in particular the obligations incumbent on distributors (verification of marking, transport and storage conditions, implementation of a complaints procedure for the Products and traceability of sales).
- 3.6.2. The Products sold comply with the European standards and the legislation in force in France. In the event of resale of the Products by the Customer, it shall be the sole responsibility of the Customer to verify that the Products may be distributed and/or used in the country(ies) of destination in accordance with the legislation in force.