

# GENERAL TERMS AND CONDITIONS OF PURCHASE

Michelin Belux & Michelin Netherlands



## Article 1

Unless otherwise mentioned specifically in the Contract or Order, these General Terms and Conditions of Purchase apply to the relations between the Supplier and Michelin; commencing the execution of the Contract or Order constitutes acceptance of these General Terms and Conditions of Purchase. The Supplier undertakes to comply at all times with the legal and regulatory requirements in force, as well as Michelin's Purchasing Code. This commitment falls within the framework of the "Michelin Performance and Responsibility" approach with which the Supplier has agreed to comply. The Purchasing Code is available at the website [www.purchasing.michelin.com](http://www.purchasing.michelin.com)

## Article 2

The prices agreed shall be fixed, non-revisable, and include all costs, charges, expenses, taxes, including packaging required for delivery to the destination indicated in the Contract or Order, under the usual conditions of protection, safety and handling. Unless otherwise stipulated in the Contract or Order, delivery shall be on a DAP basis (Incoterms 2010).

## Article 3

Michelin **rejects any retention of title clause.**

## Article 4

The Supplier guarantees possession of all necessary intellectual property rights from the owners, including, without this being restrictive, those from copyright owners, in order to ensure worldwide Supply in accordance with the Contract or Order. Any document sent to the Supplier by Michelin shall remain the exclusive property of Michelin; it must not be copied, reproduced or communicated without the prior written agreement of Michelin, and may only be used in the interests of Michelin. It shall be returned after use. The Supplier shall have a permanent general obligation of confidentiality to Michelin, as the information processed and exchanged involves business secrets. Any exchange of information, even verbal, shall remain confidential.

Any personal data obtained by the Supplier within the context of the services provided may be processed for the sole purpose of implementing the service agreed with Michelin. The data may not be transmitted to third parties.

The Supplier shall take all necessary technical steps to comply with the protection of privacy legislation of the country where MICHELIN's registered office is located\*.

## Article 5

The Supplier must state the delivery address on all parcels, including the references of the receiving agency and the Michelin order number.

## Article 6

The Supplier must provide two delivery slips, which must contain the delivery references for the order and specify the delivery details, the corresponding number of parcels or amount of bulk, the weight and sizes. The first slip is attached to the outside of the parcel in a sachet or under the address label, while the second states the actual departure date of the delivery and is sent to the Michelin reception service.

## Article 7

A parcel must only contain items from a single order and for a single destination.

## Article 8

The Supplier must provide all detailed documents and information required for customs formalities, such as the full customs codes, certificates of origin, and further proof of origin.

## Article 9

For dangerous goods, the Supplier must attach a Safety Data Sheet to the delivery, written in French and English.

## Article 10

The delivery times must be a priority. Except in a case of force majeure, and without prior notice, Michelin may apply late delivery penalties based on the price inclusive of taxes, equal to 0.40% of the amount of the Contract or Order, for each calendar day late, up to a limit of 10% of the amount of the Contract or Order. Beyond that, Michelin may unilaterally and ipso jure terminate the Contract or Order.

## Article 11

The Supplier shall apply the quality procedures required to complete the Supply and shall carry out quality control on its services at its own expense.

## Article 12

The Supplier undertakes to comply at all times with the legal and regulatory requirements in force, as well as with Michelin's Purchasing Code. This commitment falls within the framework of the "Michelin Performance and Responsibility" approach with which the Supplier has agreed to comply (which can be consulted at the website [www.purchasing.michelin.com](http://www.purchasing.michelin.com)). More specifically, the Supplier must comply with the legal and regulatory environmental provisions in force. The supply must not contain asbestos or products, materials and substances prohibited by the legal or regulatory provisions that apply in its own country, in France, the European Union, or in any other country where Michelin sells and distributes the products.

## Article 13

All Supplies shall be guaranteed by the Supplier to be in compliance with the Contract or Order, free of any defects and usable under normal conditions of use. The Supplies shall be guaranteed for parts, labour and call-out charges for at least one year from the date of receipt or any other agreed date. In the case of non-compliance or defects, the Supplier undertakes to repair or replace the Supply as soon as possible, without cost to Michelin, and to reimburse Michelin for any expenses unnecessarily incurred.

The Supplier shall indemnify Michelin against any liability and/or claim for damages against Michelin or a third party for losses caused by the Supplier in the course of the execution of the supply contract.

The Supplier shall guarantee that the packing of the goods (packages, cases, pallets, boxes, containers, etc.) complies with SAFE standards (for dangerous products), state that

it has the status of Authorised Economic Operator or equivalent and undertake to provide evidence of this at the request of the Customer.

#### Article 14

In the absence of a mandatory legal provision to the contrary, invoices shall be paid according to the payment conditions and methods specified in the Contract or Order, and failing that within 45 days of the end of the month of the invoice. All invoices must mention the references of the Contract or Order, be sent to the invoice address referred to in the Contract or Order, and reach Michelin before the 5th of the month following the date of delivery of the Supply; failing that, the payment period will commence in the following month.

#### Article 15

Michelin shall not be deemed responsible for late payments in the case of late, incomplete or insufficient information preventing modification of the payment modalities.

#### Article 16

The Supplier shall authorise Michelin to offset sums payable by Michelin to the Supplier against those, whether overdue or not, payable by the Supplier to Michelin, irrespective of their nature.

#### Article 17

The Contract or Order shall be expressly subject to the Law of the country in which the registered office of MICHELIN is located and shall be ruled on by the courts with territorial jurisdiction over the MICHELIN registered office\*.

- N.V. MICHELIN BELUX S.A.  
Brusselsesteenweg 494/1  
B – 1731 – ZELLIK
- MICHELIN NEDERLAND N.V  
Huub van Doorneweg 2  
NL- 5151 DT - DRUNEN