

# General Terms and Conditions for Purchasing (Germany)



## **General Terms and Conditions for Purchasing of Michelin Reifenwerke AG & Co. KGaA**

The following conditions apply exclusively to all our contracts and orders, unless agreed otherwise in writing. They shall apply, in particular, in case of differing general terms and conditions of sale from the supplier, even if they have not been explicitly contradicted individually.

In addition to the General Terms and Conditions for Purchasing, our General Terms and Conditions for Contracts for Work, Services, Construction, and Cleaning as well as the PURCHASING PRINCIPLES OF MICHELIN and the GUIDELINE FOR SUPPLIERS ON INVOICING, which are known by supplier, shall apply. These conditions can be consulted on <http://en.purchasing.michelin.com/Document-Area> (bzw. .../Espace-documents) or provided upon request.

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## 1. GENERAL INFORMATION, CONCLUSION OF CONTRACTS

1. Suppliers' quotations shall be free of charge for us.
2. An appointment forward notice of us is always an assumption of the supply of the supplier. Orders, agreements and addenda and amendments are only binding if they are communicated or confirmed by us in writing. An order confirmation from the supplier is not required and will not be accepted by us. The treaty becomes effective with access of the assumption without order confirmation by the supplier, it is a supplier contradicts within 5 days starting from access exclusively by mail to: [einkauf.zentral@michelin.com](mailto:einkauf.zentral@michelin.com) („contradiction mail“).
3. In case of variations of the contractual obligations, the supplier informs us about deviating delivery deadline and/or delivery volume, price, etc. The information been affected exclusively by e-mail immediately, in particular to: [einkauf.zentral@michelin.com](mailto:einkauf.zentral@michelin.com) („information mail“).
4. In case of digit I No. 3 a right of withdrawal is entitled to us. This is exercised within 5 days after receipt the information mail by mail. The same is valid in case of a variation of the contractual obligations with shipment without information mail. Those eke out runs starting from shipment. Returns are affected at the expense of the supplier.

## 2. DELIVERY OF GOODS

1. Unless otherwise stipulated or agreed by us, all deliveries shall be made at the supplier's risk ex works, which is named as the destination/receiving point (DAP, Incoterms<sup>®</sup> 2010). Supplier shall choose the most cost-effective forwarding alternative.
2. Each shipment shall be marked with our address and order number / call-off order number. If the order number / call-off order number is not available, the shipment shall be marked with the name of the contact person and their personnel number.
3. A single copy of the delivery note, at least containing the following information, must be included with the goods:
  - a) our complete order number / call-off order number, or if not available, the name of the contact person and their personnel number
  - b) description of the goods,
  - c) net and gross weights of the goods,
  - d) Quantity delivered in unit of measurement ordered.
4. If the supplier is not able to meet the required deadlines, the statutory provisions shall apply to the legal consequences.
5. Advance or partial deliveries/services require our prior consent.
6. We assume that the supplier has a comprehensive knowledge of the possible dangers of its goods during transport, packaging, storage etc. For this reason, the supplier shall check as to whether the ordered goods or their components have to be classified as dangerous goods before carrying out the order. In these cases, the supplier shall immediately and comprehensively notify us. The supplier shall send us the necessary binding declarations, completed correctly and with a legally binding signature, with its written confirmation of order at the latest.
7. The delivery of chemical substances and preparations shall be made in accordance with the applicable legislation, in particular REACH and the GHS/CLP Directive. Before the first delivery, the supplier shall provide us with a current safety datasheet, with explosion scenario if applicable, as defined in Annex II of the REACH Directive, in German and other languages if requested, to [msds-germany@michelin.com](mailto:msds-germany@michelin.com).

If there are significant changes, the safety datasheet shall immediately be revised by the supplier, stating the date of the update, and sent to us. The safety datasheet shall be updated every 5 years at the latest.

The supplier of products/articles shall inform us immediately if a product/article supplied by him contains to more than 0,1% of its weight one or several substances of annex XIV of the REACH Regulation or the ECHA candidates list (substances of very high concern).

8. The supplier undertakes not to use any products, materials or equipment containing one or more of the substances listed below, either in pure form or in combination with other products:
- Asbestos (neither chrysotile asbestos nor amphibole asbestos (anthophylloite, amositol, actinolithe, tremolit and crocydolithe and/ or carcinogento assesses artificial mineral fibre
  - Fire-proof ceramic fibre (heat insulation, fire protection besides they are essential for example permanent temperatures over 1000 °C)
  - lead, especially lead cromate, lead sulpathe, basic lead carbonate (for example in colours)
  - pitch and tar
  - trichloroethylene (degreaser)
  - benzol
9. The supplier is responsible for all damage resulting from incorrect information in the binding declarations or which arise as a result of non-compliance with existing instructions when handling (packaging, shipment, storage etc.) dangerous goods and chemical substances and preparations.

### 3. PACKAGING

1. The supplier shall observe the principles of all relevant laws concerning the packaging of goods, notably the Packaging Directive, and shall deliver the goods in re-usable packaging whenever possible. If this is not possible, a recyclable package shall be used.
2. In case that the package can be returned, the supplier shall note this information on the delivery note.
3. All relevant valid national and international provisions concerning packaging, marking and declaration shall be considered.

### 4. INSPECTION, ACCEPTANCE

1. The goods shall only be accepted after inspection of the quantity, weight and quality. Confirmation of receipt given to carriers, rail or mail services shall not be considered as proof of order completeness and/or conformity with our order.
2. Goods not conforming to our order will be refused. They will be sent back freight forward to the supplier.

### 5. LIABILITY

1. The supplier shall be liable for the fault-free condition of deliveries or services, for the existence of guaranteed qualities and for guarantees given, that the delivery or service corresponds to the intended purpose, the statutory requirements, notably the German Product Safety Act and the German Product Liability Act, that the product is free of faults and corresponds to the state of the art and the relevant regulations of authorities and professional associations (for example Accident Prevention Regulations and DIN Standards).

2. The supplier waives the defence of late notification of defects, insofar as this does not involve obvious defects.
3. The warranty claim shall comprise either demand for correction or for replacement, at our discretion. If correction or replacement is impossible, unreasonable or unsuccessful, the rights of withdrawal, reduction or compensation for non-fulfilment shall remain unaffected.
4. In urgent cases or if the supplier does not fulfil its warranty obligations, we can take the necessary measures ourselves at the supplier's cost and risk and irrespective of supplier's liability.
5. All costs connected with the liability, such as for dismantling, assembly, freight, packaging, insurance, customs and other public levies, audits and inspections, etc. shall be borne by the supplier.
6. Unless agreed otherwise in individual agreements – the warranty period shall expire two years after receipt of the delivery or, if applicable, after the acceptance process. The warranty shall restart after each replacement delivery for the replacement part.

## 6. COMPLIANCE WITH THE MINIMUM WAGE LAW

The supplier assures and undertakes to strictly comply with the statutes and provisions of the German Minimum Wage Law (Mindestlohngesetz)

## 7. INDEMNIFICATION

The supplier shall indemnify us from any liability and claims for damages and events caused in conjunction with the implementation of the contract which are attributable to the supplier. The supplier shall indemnify us from any third party claims for the aforementioned damages or events.

## 8. INVOICING AND PAYMENT

1. A clear and auditable verifiable invoice for each delivery shall be sent to us to the billing address stated on the order, on which our order / call-off order number and the address of the service recipient and, if applicable, the delivery note reference shall also be clearly stated. If there is no order or call-off order number, the name of the contact partner and their personnel number must be stated. The billing address on the order, it shall be provided to the supplier immediately upon request to the contact person. **Our respectively current guideline for suppliers on invoicing shall apply.** Losses resulting from incomplete information shall be borne by the supplier.
2. We reserve the right to return invoices, which do not correspond to the conditions of No. 1 above and the VAT requirements (S. 14 UStG), unpaid at the supplier's cost. In this case, the invoice shall be considered as not sent.
3. **The Supplier shall create and transmit electronic original invoices and credit notes (hereinafter referred to as "e-invoices") to us which comply with the legal requirements for e-invoices, in particular the signature directive 1999/93 / EC, the VAT Directive 2001/115 / EC, the signature law and the Sales tax legislation. The e-invoices are to be prepared as a pdf file and sent to a service provider commissioned by us. We notify the supplier of the address of the service provider and the archiving location. Supplier immediately notifies us of any changes.**
4. Unless otherwise stipulated in individual agreements - the agreed prices are fixed prices. They include full costs and incidental costs which can arise concerning the performance of the contract.

5. If there are no special provisions in the order or agreement regarding the payment date, payment shall be made within 30 days with means of payment of our choice, notably by bank transfer. A direct debit isn't issued.
6. The payment terms start with receipt of the invoice, but not before receipt of the goods or acceptance of the services and, if documentation and test certificates are part of the agreement, not before these have been provided to us as required in the contract. The acceptance of the counter-performance shall be done no later than 15 days after receipt of the counter-performance.
7. Payment shall be made subject to an examination of the invoice by us.
8. Claims payable by us may only be assigned with our prior written consent. The supplier can only withhold deliveries or declare offsetting on the basis of counterclaims acknowledged by us or on the basis of legally upheld counterclaims. Deductions, such as credit notes that have not been expressly agreed, shall not be accepted.

## 9. COPYRIGHTS AND OTHER RIGHTS

1. The models, patterns, calculations, logos (word and design marks), texts, images, graphics, animations, videos, music, sounds and other materials provided by us within the framework of the contract are subject to copyright and other laws regarding the protection of intellectual property and are protected by copyright/trademark law in any case in full and in part. We reserve all rights for each point mentioned above. **The guidelines for the correct use of the group brands which are known to the supplier or which are made available by us upon request shall apply.**
2. The aforementioned materials and other documents provided for implementation of the contract shall remain our property and may only be used for the contractually agreed purposes. The supplier may neither otherwise use or reproduce the above materials or other documents, nor make them accessible to third parties. They shall be returned to us free of charge after delivery or if so demanded by us or must be destroyed by the supplier only following our prior written consent. Electronic data shall be deleted.

## 10. CONFIDENTIALITY, DATA PROTECTION

The supplier shall treat any non-public commercial, operational and technical information, of which it becomes aware as a result of the business relationship, as business secrets. **In the case of a secrecy obligation for us, this does not extend to the transfer of information to the companies associated with us according to section 15 AktG (~stock corporation act).**

Personal data relating to Michelin Reifenwerke AG & Co KGaA or a Michelin company with its registered seat in Germany or third parties, which are obtained by the supplier within the framework of the order, may only be processed and used to fulfil the order and to provide the related services. The data must not be forwarded to third parties.

The supplier shall take all necessary technical and organisational measures necessary as defined in s. 9 German Federal Data Protection Act (BDSG) for data protection and data security.

The employees shall be subject to data confidentiality as defined in s. 5 BDSG.

## 11. PENALTIES

If the supplier does not fulfill its delivery obligation on time, we reserve the right to assert a penalty of 0.2% of the agreed price per working day for each day that the delivery date has been exceeded, up to a maximum of 5% of the agreed total price.

## 12. GRANTING FAVOURS AND OTHER OFFENCES

1. Within the framework of the delivery relationship, the supplier shall not do anything that may lead to an offence against competition law, to fraud, embezzlement, granting favours, bribery, corruption or other crimes by persons employed by the supplier or third parties. Without prejudice to the above mentioned the supplier shall adhere to all laws and rules relating to this delivery relationship as well as the PURCHASING PRINCIPLES OF MICHELIN.
2. In the event of a breach, we reserve the right to terminate the contract extraordinarily or to withdraw from the contract and to break off all negotiations.

## 13. SUPPLIER'S DECLARATION - SECURITY DECLARATION

1. The supplier shall submit a supplier's declaration or proof of origin corresponding to the customs conditions.  
If a long-term supplier's declaration is submitted, the supplier shall inform us of every change to the properties of the goods relevant in respect of the preference regulations immediately and without prior request.  
The supplier shall be liable for all damages resulting from inaccurate content, the incorrect form or non-submission or late submission of declarations owed by the supplier.
2. The supplier confirms that it has the status of an authorised economic operator (ZWB/AEO) with certificate AEO S or AEO F, or has applied or will apply for said status.

Suppliers not currently fulfilling the above requirements shall fulfil the following requirements in the sense of the AEO:

- Goods produced, stored, transported, delivered or accepted under contract for authorised economic operators (AEO)
  - a) shall be produced, stored, processed or changed and loaded at secure sites
  - b) during production, storage, processing or altering, loading, transporting, goods shall be protected against unauthorised access
- Only reliable personnel may be used for the production, storage, processing or altering, loading, transporting and acceptance of these goods
- Business partners acting on behalf of the supplier have been informed that they must also take measures to secure the above supply chain.

The supplier shall immediately and without request inform us of any change relevant in respect of the security requirements according to the provisions of AEO. The supplier shall be liable for all foreseeable losses typical for the contract, which arise from non-compliance with the requirements according to the provisions of AEO and shall indemnify us in the event of a third party claim and shall reimburse us upon initial request for fines and other costs incurred as a result of the matter.

## 14. OTHER PROVISIONS

1. Suppliers entering our plant or production sites shall observe and follow, in particular, the current and applicable regulations regarding the environmental obligation of the respective plant or site which can be provided upon request, as well as the general conditions regarding security and the environment.
2. The contract or order shall not be used for reference or promotion purposes without our prior consent.

3. In case of interpretation questions, the German version of our General Terms and Conditions for Purchasing shall apply. Contract language is German.
4. The place of performance for goods and services is the receiving point prescribed by us.
5. Place of jurisdiction and place of performance for payments shall be Karlsruhe. Before taking legal action the contract parties shall try to reach an amicable agreement.
6. In addition to the contractual provisions, the applicable laws of the Federal Republic of Germany shall apply exclusively to legal relationships between domestic parties with the exclusion of the conflict of laws, the provisions of the Hague Conventions from 1964 about purchase and transaction as well as the United Nations Convention on Contracts for the International Sale of Goods from 11.04.1980 (CISG).

### MICHELIN DELIVERY ADDRESSES

Sites	Karlsruhe	Bad Kreuznach	Bamberg	Homburg	Trier
<b>Delivery address</b>	Michelinstraße 4 76185 Karlsruhe	Michelinstraße 1 55543 Bad Kreuznach	Michelinstraße 130 96103 Hallstadt	Edouard-Michelin-Platz 1 66424 Homburg/Saar	Eltzstraße 43 54293 Trier
<b>Correspondence address</b>	PO Box 210951 76159 Karlsruhe	PO Box 1963 55509 Bad Kreuznach	PO Box 1140 96100 Hallstadt	PO Box 1356/1357 66404 Homburg/Saar	PO Box 8064 54181 Trier
<b>Telephone</b>	(0721)530-0	(0671)855-0	(0951)791-0	(06841)77-0	(0651)681-0
<b>Fax</b>	(0721)530-2899	(0671)855-1693	(0951)791-231	(06841)77-2252	(0651)681-234
<b>Rail: DB Customer reference</b>	41830	43133	70052	70482	57091
<b>Municipality-Tariff-District</b>	49104	45502	43411	80414	44102
<b>Wagon-Sending</b>		Bad Kreuznach Gbf. Siding	Hallstadt (Ofr.) Siding	Homburg/Saar Siding	Trier, Siding Ehrang
<b>Freight and parcel service and express freight</b>	Karlsruhe-West, Destination code 1143	Bad Kreuznach Gbf. Destination code 1493	Bamberg Hbf. Destination code 1374	Homburg/Saar Gbf. Destination code 1622	Trier Hbf. Destination code 1662
<b>Express freight</b>	Karlsruhe Hbf.	Bad Kreuznach Hbf.	Bamberg Hbf.	Homburg/Saar Hbf. Picking up	Trier Hbf.