

TERMS AND CONDITIONS FOR WORK AND SERVICES CONTRACTS

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PART I

1. SCOPE

For the execution of the order of Michelin Reifenwerke AG & Co. KGaA and all other Michelin companies with registered seat in Germany (hereinafter referred to as "Michelin"), with the exception of the Euromaster companies, the following Terms and Conditions for Work and Service Contracts shall apply exclusively insofar as not otherwise agreed in writing. They shall also apply in particular if these are opposed by deviating General Business Terms & Conditions of the supplier, even if they have not been expressly contradicted in individual cases.

In addition, the PURCHASING PRINCIPLES OF MICHELIN and the SUPPLIERS INVOICE GUIDE, which are known to the supplier, shall apply which can be viewed under <https://purchasing.Michelin.com/fr/Espace-documents> or which we will be pleased to make available upon request.

The Terms and Conditions for Work and Services Contracts shall not apply to building services within the meaning of the Construction Tendering and Contract Regulations (VOB).

The execution of the order means an acknowledgement of these Terms and Conditions for Work and Services Contracts by the supplier.

Headings merely serve for better transparency; they are not part of the provisions.

2. BIDS

2.1. Exclusion of costs

Bids are to be created free of charge for Michelin. Claims for damages owing to the failure to be awarded the contract are excluded.

2.2. Period of commitment

Bids are binding up to 4 months after submission of the bid. If negotiations are initiated for a commissioning, this deadline shall be deemed as inhibited for the duration of the negotiations.

2.3. Subsuppliers

The envisaged use of subsuppliers is to be notified in the bid. Incidentally, clause 9 is to be complied with.

2.4. Information obligation

The bidder is entitled and at the request of Michelin obliged to inform itself on site and based upon the drawings handed over to it about the local conditions before submitting the bid. This in particular includes that the bidder informs itself before submitting the bid about the possible working hours (normal shift - weekend).

Objections, that it was not aware of such, will not be taken into consideration at a later date.

2.5. Reporting obligations

The bidder undertakes to refer to any points in the invitation to tender which are unclear to it and if applicable express corresponding reservations and misgivings to Michelin in writing in its bid. Non-compliance excludes subsequent complaints owing to possible unclear points.

If the bidder believes that supplements or additions are necessary it shall notify thereof in writing already with its bid. If the bidder can make more favourable proposals in a constructive, technical or financial point of view these offers are to be listed separately.

2.6. List of devices

A list of all devices which are to be used with a connection value of more than 2 kW by stating the power connection values is to be enclosed with the bid. All devices which are used must comply with the relevant safety provisions and the VDE provisions. The installation of emergency generators requires the prior written consent of Michelin.

3. TYPE AND SCOPE OF THE SERVICE

3.1. General information

The services which are to be carried out shall be determined according to the type and scope by the contract. The supplier shall satisfy its obligations as taken over by contract properly and carefully at its own responsibility according to the recognised rules and state-of-art technology,

according to the laws and regulations which are applicable to the business relationship with Michelin, according to the regulations of the supervisory authorities, the trade associations, in particular also with regard to industrial safety, fire prevention and environmental protection.

3.2. Order of rank of the documents

Decisive for the contractual agreements are the following documents in the following order, which are handed over to the supplier or are to be complied with by it:

1. order letter together with annexes (e.g. plans, graphics, schemas etc.) and time schedule;
2. possible minutes of negotiations concerning the awarding of contracts;
3. performance directory (German abbreviation: LV) with the additional technical and other regulations of Michelin (e.g. standard article catalogue);
4. general and special technical specifications;
5. these Terms and Conditions for Work and Services Contracts;
6. general technical and specialist regulations for the respective services (EN-, DIN-, VDE-, TÜV- etc. regulations) as well as the recognised rules of technology;
7. general statutory provisions.

3.3. Order according to samples

If an order is placed according to a sample then the sample shall be decisive. The subsequent location of the samples shall be determined according to the contractual agreements.

3.4. Quality tests

In case of agreed quality tests the supplier shall bear the thus necessary costs for the workers, machines, devices and operating supplies which are necessary in this respect insofar as not otherwise agreed in an individual contract.

4. ENTRY INTO FORCE OF THE CONTRACT, AMENDMENTS

4.1. General information

The order concerning the work which is to be delivered or the service which is to be provided shall be placed with the supplier by email or fax order of the purchasing department of Michelin. The contract shall become effective with the receipt of the order by the supplier.

The order is to be confirmed in writing by the supplier by no later than after the expiry of 10 days from the dispatch of the order letter by Michelin. The confirmation can be carried out by returning a photocopy of the order confirmation letter / the order which is signed legally binding. If the supplier begins with the execution of the order, without confirming the order once again, then the order letter and these Terms and Conditions for Work and Services Contracts, which are sent to the supplier, shall be deemed as a subject matter of the contract.

4.2. Right to cancellation of Michelin

If the order confirmation of the supplier is not received by Michelin within this deadline Michelin shall have the right to cancel the contract by written declaration.

4.3. Deviating order confirmation

If the order confirmation deviates from the order Michelin shall only be bound if Michelin has approved the deviation in writing.

4.4. Amendments to the contract

Michelin can subsequently request changes to the condition of the work which is to be delivered or the service which is to be provided still within the framework of the service capability of the supplier.

Insofar as it becomes necessary in an individual case placed orders can be changed or supplemented in agreements between Michelin and the supplier. Amendments and addendums to the contract require a written form; the order number together with possible supplements as well as the changed document are to be cited hereby. Amendments and addendums to the contract agreed orally as an exception require a written confirmation in order to be valid. The written form requirement can also only be effectively changed or revoked in writing.

A mutual agreement is to be reached concerning the possible implication on the time schedule and the price.

Amendments or addendums to the contract shall have no effect on the liability of the supplier.

4.5. Remuneration of additional work

In case of orders, which were awarded at a flat rate price, additional work carried out by the supplier shall only be remunerated if they are the object of a written instructions or an addendum and the thus ensuing additional costs were confirmed by Michelin in writing. Services which were not ordered are to be taken back or removed by the supplier at its costs at the request of Michelin within a reasonable period of time.

5. SHIPMENT

5.1. Goods delivery / documents accompanying the goods

All shipments, which the supplier carries out in order to execute an order are to be sent freight-free to the recipient address (assembly site).

In case of flat rate orders the freight costs for shipments to and from the assembly site, including loading and unloading as well as the freight costs for travel luggage of the fitters are to be included in the flat rate price.

All deliveries of the supplier have, insofar as not otherwise agreed, to be carried out at the risk of the supplier free delivery plant, which is to be stated as a place of destination/place of receipt (assembly site) (DAP, Incoterms® 2010). The most reasonably priced shipment alternative is to be chosen by the supplier.

Each shipment must bear the address and order/release order number. In case no order/release order number is available the shipment is to bear the name of the contact as well as his personnel number.

The following details are to be entered in all documents accompanying the goods:

- Company designation of the supplier
- Point of unloading, assembly site
- The full order/release order number of Michelin or if not available the name of the contact as well as his personnel number
- Marking of the shipment
- Designation of the goods, delivered quantity in the ordered measurement unit, gross and net weight insofar as possible
- Naming of the means of transport /freight forwarder
- Type of packaging
- Destination railway depending on the assembly plant of Michelin (In the railway bill of freight)

5.2. Delivery note

A delivery note issued as a single document is to be enclosed with each shipment. An official copy is to be handed over to the plant protection of Michelin with the delivery outside of the customary working hours for the plant.

5.3. Loading of vehicles

The loading of vehicles has to be carried out by complying with the statutory provisions and relevant guidelines, with hazardous goods in particular the ADR regulations (cf. European Convention on the International Transport of Hazardous Goods by Road).

5.4. Invoices

Invoices may not be enclosed with the delivery.

5.5. Goods acceptance for general cargo shipments

The goods acceptance for general cargo shipments is carried out, if this is carried out by Michelin, under the exclusion of the responsibility for the accuracy of the shipment or the contents. The responsibility only refers to the full number and external intactness of the shipment, which we shall notify to the supplier within two workdays in order to safeguard our rights. Confirmations of receipt to freight forwarders, the railway and post company are no proof for the completeness and /or compliance with our order.

The acceptance of goods, which do not comply with the Michelin order, is refused. Such goods shall be returned to the supplier carriage forward. Temporary interim storage is carried out at the costs and risk of the supplier.

If a defect cannot be determined despite a proper examination (so-called hidden defects) we shall report this to the supplier no later than two workdays after it is discovered. Otherwise the general cargo shipment shall be deemed as approved.

5.6. Packaging materials

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. Goods are to be packed in such a way that transit damage is avoided.

Supplier must take back his waste, packaging etc. in accordance with the statutory provisions on his own responsibility and free of charge for us, unless otherwise agreed in an individual contract. The same applies to residual and demolition materials. Supplier shall be liable for damages and shall bear the costs arising from non-compliance with these regulations.

All relevant valid national and international provisions concerning packaging, marking and declaration shall be considered.

5.7. Prohibited substances

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 sulphate, basic lead carbonate (for example in colours);
- pitch and tar;
- trichloroethylene (degreaser);
- benzol.

5.8. Responsibility of the supplier

Damages and costs such as waggon demurrage, re-storage costs etc., which are incurred to Michelin by the fact that the supplier has not complied with the afore-mentioned provisions, shall be borne by the supplier.

The supplier shall be liable for the compliance with these shipping regulations by sub-suppliers. The supplier shall oblige sub-suppliers to quote the supplier in all written documents.

6. HAZARDOUS GOODS

Insofar as the supplier is responsible for the shipment, the packaging, the storage, etc. of goods with the execution of orders, it shall examine before acceptance of the order whether such goods are to be classified as hazardous goods (e.g. toxic, caustic, flammable, potentially explosive, oxidising, radioactive). In such cases the supplier has to inform Michelin immediately in detail. By no later than with its written order confirmation the supplier has to send the necessary binding declarations to Michelin correctly completed and signed legally binding.

In case of deliveries of hazardous goods written instructions (in the form as stipulated in sub-section 5.4.3.4 ADR) are to be carried in the cabin of the vehicle crew in an easily accessible position. These instructions are to be made available to the vehicle crew by the carrier before commencing the tour in a language which each member of the vehicle crew can read and understand, if necessary thus also in several languages.

The supplier is responsible for all damages, which are suffered as a result of incorrect details in the binding declarations or, because existing regulations with the handling (packaging, shipment, storage, etc.) of hazardous goods as well as chemical substances and preparations were not complied with.

7. EXECUTION DOCUMENTS

7.1. General Information

Execution documents are to be submitted to Michelin for examination in line with the relevant EN and DIN standards and in duplicate in plenty of time so that possible complaints can be

taken into consideration with the execution still without questions being raised about the completion of the object of contract within the deadline.

The supplier undertakes to produce drawings – if applicable owing to detailed structural analysis calculations, which it has to provide for the assembly according to overview drawings or other details free of charge for Michelin.

7.2. Examination of the Michelin documents

All documents made available by Michelin, these shall include written documents, files and other material, and the details contained therein, are to be examined by the supplier at its own responsibility for their accuracy, completeness and compliance with regard to the services which are to be carried out and the applicable regulations. Possible objections are to be reported to Michelin in writing when submitting the bid or before start of the execution.

7.3. Copyrights and other rights of Michelin

The drawings, plans, models, stencils, calculations, texts, logos (word and picture marks), photos, graphics, videos, music, noises, animations and other materials physically or electronically handed over by Michelin within the framework of the order, are subject to the copyright and other laws regarding the protection of the intellectual property and are respectively protected in their entirety as well as in parts under copyrights / trademark law. The guidelines for the correct use of the group brands which are known to the supplier or which are made available by Michelin upon request shall apply. If relevant for the execution of the contract, supplier undertakes to properly apply the applicable guidelines for the correct use of the MICHELIN trademark which are known to the supplier or provided by us upon request.

All of the afore-mentioned materials and other documents, handed over for the execution of an order, shall remain the property of Michelin and may only be used for the purposes agreed as per contract. Michelin or companies affiliated therewith shall reserve all rights hereto. The supplier may neither re-use, nor reproduce the stated materials and other documents, nor make these accessible to third parties. After execution of the order or after request by Michelin all stated materials and other documents subject to existing statutory retention requirements are to be returned to Michelin free of charge or to be destroyed by the supplier after the prior written consent on the part of Michelin.

Michelin is to be informed immediately in the event of the loss.

7.4. Deletion of electronic data and return of data carriers

After completion of the contractual work or earlier at the request of Michelin, by no later than with the termination of the order the supplier has to hand over all data of which it has gained possession, created processing and use results as well as data stocks, associated with the order relationship, to Michelin or destroy these suitable for data protection after the prior consent. The same shall apply to test and scrap material. The protocol of the deletion is to be submitted upon request.

7.5. Release of technical documents by Michelin

Plans or technical documents produced by the supplier are to be submitted to Michelin for approval. The approval does not mean any assumption of liability for the accuracy or completeness of the documents and shall have no effect on the liability for defects of quality or guarantee obligations of the supplier with regard to the object of service. This shall also apply to proposals and recommendations of Michelin.

7.6. Plans, documents and further work of the supplier

Plans and documents, which are to be supplied by the supplier, as well as all other work, which the supplier produces within the framework of the order, shall pass to the unlimited property of Michelin.

These documents may not be made accessible to third parties, in particular the competitors of Michelin.

7.7. Verifiability of the documents

Should the supplier create additional drawing documents or calculations at the special requests of Michelin these documents must be capable of examination.

These services shall be remunerated separately.

The supplier undertakes, at the request of Michelin, to enclose the approval declaration of an expert who is recognised in the relevant field with the construction plans and static calculations produced by it; the selection of this inspection engineer is to be coordinated with Michelin. Insofar as not otherwise agreed the supplier shall bear the costs in this respect.

7.8. Hand-over of documents

After execution of the order operating instructions, control and service instructions, guarantee and authorization deeds, test certificates, directories of spare parts as well as measurement results, test reports and test materials, etc. are to be handed over to Michelin immediately.

7.9. Exploitation and use of industrial property rights

The supplier shall be responsible for ensuring that its works do not infringe rights of third parties and that it has not yet disposed otherwise of the rights which form the object of this contract.

With the full payment Michelin and all with Michelin associated companies shall acquire the exclusive right, not limited in time, contents and space, to exploit or to use all work produced by the supplier within the framework of the respective order, in full or in part in all known types of use. Michelin is therefore in particular entitled within the framework of the right to exploitation to reproduce or to distribute the work unlimited in terms of contents, space and time in full or in part. The further assignment of the right of use as well as the granting of further rights of use is explicitly permitted to Michelin by the supplier. Moreover, Michelin is entitled to process or re-design the work produced by the supplier within the framework of the orders. The rights of use shall be deemed as reasonably remunerated with the agreed remuneration for the respective order.

The work produced by the supplier within the framework of the orders and envisaged possibilities for use shall remain exclusively protected for Michelin. The supplier may not carry out the further development of the work or an assistance of the supplier in other work, which are deemed equivalent to the produced work or thus have an essential similarity for customers and/or competitors of Michelin or these may only be carried out with the explicit prior consent of Michelin in these cases.

If an Internet platform/website/domain is created and/or maintained on the part of the supplier within the framework of the fulfilment of the contract towards Michelin, registered **excluding Michelin the domain as holder of the domain** with the competent registration authority with all rights, in particular the name, company and trademark laws. If necessary the supplier supports the registration.

In case of a registration that domain by the supplier, reserves itself Michelin to make the costs of a transfer valid for that domain Michelin.

After the termination of the contractual relationship as well as in case of an essential deterioration to the asset circumstances/insolvency of the supplier the supplier shall transfer or hand over to Michelin all documents relating to the domain, Internet platform/website for the full and unlimited use, further development and reproduction /distribution in particular also associated codes in the actual version, description and source of reference at this time of all used software and development tools, names and addresses of the programmers. This transfer or granting shall be carried out without any additional remuneration and at the costs of the supplier.

Michelin or companies affiliated therewith have the exclusive right, at their decision, to apply for the entry of patents, trademarks or other industrial property rights for work / work results produced by the supplier within the framework of the order or to waive such an application for entry. Michelin or the company affiliated therewith, as the holder of the industrial property rights can freely exploit the industrial property rights at its decision. If the supplier requests to exploit one or several of these patents or utility models for its own business operation or for another customer Michelin or the company affiliated therewith shall examine the enquiry. Michelin or the company affiliated therewith shall in this case conclude a licence agreement with the supplier as long as the other customer of the supplier does not compete directly or indirectly with Michelin or its affiliated companies or there are other important reasons to reject the granting of a licence.

If Michelin or the company affiliated therewith explicitly waive, in a written form and after the written enquiry of the supplier, holding all patents or utility models or parts thereof and do not request to protect patentable inventions within the framework of the confidentiality then the supplier is completely at liberty to hold these under its name and at its own costs whereby it

shall grant Michelin or companies affiliated therewith a free licence for the direct use or the indirect use through third parties, limited to the requirements of Michelin or the company affiliated therewith.

Therefore, the supplier indemnifies Michelin from all claims of third parties, which are asserted by these from possibly existing copyrights and / or related property rights.

8. EXECUTIONS / PROJECTMANAGEMENT / SUBSUPPLIERS

8.1. General information

8.1.1. Full execution of the order

The supplier shall provide, insofar as not otherwise agreed in individual contracts, a full contract for work service, even if the partial services which are necessary in this respect have not been described in the order in full. The details which are provided by Michelin for the execution of the assembly are to be examined by the supplier at its own responsibility.

8.1.2. Information obligations

The supplier is a consultant on the specialist knowledge of which Michelin relies. It has to satisfy its referral and explanatory obligations in connection with the service, which is to be provided, in a comprehensive manner.

8.1.3. Order documents, assembly flow

Michelin shall notify the supplier of the details which are necessary for executing the work. Insofar as necessary plans, drawings, models, etc. shall also be made available to it.

The supplier shall submit a binding assembly flow concerning the time progress of the assembly work at the request of the Michelin project management. Before delivery of the assembly parts the supplier has to stipulate the exact start of the assembly with the Michelin project management.

Costs for executions which deviate from this shall be for the expense of the supplier.

8.1.4. Provision of services by the supplier or subsuppliers

The supplier has to carry out the service itself. The assignment of the order or of partial services to third parties is only permitted with the prior written consent of Michelin. The supplier has to hereby provide the following details upon request:

- Name and address of the envisaged subsupplier;
- Description of (partial) service, for which an order is to be placed with subsuppliers;
- The time schedule envisaged with the subsupplier;
- Submission of the proof of employment and insurance of the employees of the envisaged subsupplier;

Excluded from this are the partial services to the subsuppliers who are named already marked as procured from third parties in the bid of the supplier;

The supplier undertakes to also impose all obligations for which it is responsible towards Michelin upon the subsupplier in writing. The supplier guarantees the proof and the examination by random samples that the subsupplier satisfies its obligations.

8.2. Dimensions, report of misgivings

The dimensions are to be recorded or examined immediately on site.

The supplier must report possible misgivings with regard to the envisaged execution in writing before the start of the work. Misgivings which are reported too late, which influence the flow of the work or the adherence to the dates, shall be for the expense of the supplier.

In this case the supplier has to bear the incurred costs and other disadvantages itself.

8.3. Supervisory obligation over the assigned personnel and residence permits

The supplier shall solely exercise the right to give instructions and the supervision over the employees assigned by it. The personnel of the supplier may not be integrated into the Michelin organisation.

The persons authorized with safeguarding the plant protection at Michelin (in particular plant management, Human Resources management and employees of the plant protection) are authorized to give the employees of the supplier instructions with regard to the compliance with the plant protection regulations.

The supplier undertakes to employ the employees occupied by it to satisfy all obligations from the respective order in line with the statutory, collective wage agreement and other mandatory regulations. The supplier is in particular obliged to properly conclude social insurances for the employed workers and to remit corresponding contributions.

The regulation of the working hours for the personnel of the supplier is carried out according to the guidelines of the supplier, however by coordination with the Michelin project manager. The supplier is responsible for the compliance with the provisions for the protection of working hours by the personnel assigned by it.

The supplier has to submit a list over the personnel who will be assigned to the Michelin project manager before the start of the assembly by stating the details and broken down according to their specialist qualifications. Only qualified, suitable personnel may be used for the work. Personnel, who do not meet the demanded requirements, must be replaced by suitable personnel at the request of the Michelin project management without costs being incurred for Michelin hereby. A possible replacement of the person responsible for the project at the supplier is to be reported to Michelin in time in advance.

The supplier undertakes not to employ any employees of Michelin within its business operation.

The supplier has to ensure that all employees assigned by it, including the third party workers, have an if applicable necessary residence permit with a work permit. The supplier shall submit a copy of the necessary residence permits with work permits to Michelin upon request or oblige the third party companies used by it accordingly.

The supplier moreover has to ensure that all employees assigned by it, including the third party workers, carry a personal identity card, passport, passport substitute or identity card substitute during their work activity for Michelin and to submit these to the authorities of the customs administration upon request.

The supplier has to ensure these pre-requisites before assigning the corresponding workers.

Michelin is entitled at all times to convince itself by controls based on random samples of the identity and the existence of the necessary residence permits with a work permit as well a identity documents of the employees and third party workers used by the supplier.

The supplier shall compensate Michelin for all damages, suffered by Michelin by the fact that a claim is asserted against it as principal supplier for the workers used by the supplier owing to the absence of a sufficient residence permit with a work permit or the failure to carry the identity documents.

Michelin is further entitled to an extraordinary termination for the event that the supplier breaches the afore-mentioned regulations.

8.4. Welding work

Welding work in the production and warehouse halls is to be coordinated with the safety departments or the plant fire service before it is commenced.

Welding work may only be carried out by welders, who possess a welder's examination which is valid for the relevant work. This proof of eligibility is to be submitted to the Michelin project management upon request insofar as not otherwise agreed in an individual const.

8.5. Materials

Only brand new materials may be used insofar as not otherwise explicitly regulated in an individual contract.

The supplier waives the objection of delayed reports of defects (§ 377 HGB [German Commercial Code]).

8.6. Control of progress

Michelin is entitled to also convince itself of the qualitative execution of the work during the execution of the order. The supplier has to grant Michelin the right to access in this respect during the business and operating hours. Upon request the execution documents are to be submitted to Michelin for inspection and to provide the necessary information.

8.7. Devices and tools of the supplier

Devices and tools of the supplier are to be fitted with a property feature of the supplier before the transport to the Michelin plant. A marking within the plant is only permitted with the consent of the Michelin project management and if applicable under the supervision of the plant protection.

If, in special cases, materials, tools, etc. are to be removed from the warehouse of Michelin for the expense of the supplier, they are to be requested through the Michelin project management.

Michelin is entitled to examine objects of the supplier which are located in the plant at all times for their road safety as well as ownership relationships.

The protection including the insurance of devices and tools, brought in by the supplier, against theft or damages is the responsibility of the supplier. Michelin does not assume any responsibility or obligation in this respect whatsoever.

8.8. Overtime, working hours which are liable for approval

Insofar as the supplier has to reinforce the assembly personnel in order to adhere to the agreed dates or double or Sunday shifts or bank holiday shifts are necessary it has to bear these additional costs.

Insofar as the work, in particular owing to its duration or time position, requires the procurement of an official permit, in particular according to the law governing working hours, it is the responsibility of the supplier, to provide these in time for the timely execution of the work.

8.9. Handling of operating equipment of Michelin

The supplier may only change, remove or control operating equipment of Michelin insofar as this is envisaged by contract or it has previously received the written consent of Michelin. In case of a breach of this obligation it has to pay for damages suffered thereby in full.

8.10. Authorized project agent

The supplier shall provide the name of an authorized project agent to Michelin as a contact. In case of major projects the supplier can name authorized agents for sub-projects. Michelin shall on its part name a contact person towards the supplier, the Michelin project manager (cf. also Part II, subclause 1.1.). The presence of the Michelin project manager on the assembly site shall not release the supplier from its responsibility for the work which is to be carried out by it including its supervisory obligations.

The authorized project agent must be in the position to communicate both with its employees as well as with the local management team of Michelin. The authorized project agent must speak German and the Michelin group languages English or French. The project language is German.

8.11. Reserve parts

The supplier shall ensure that the availability of reserve and spare parts as well as their actual technical status for ensuring the functional capability of the plant is at least guaranteed for the duration of the depreciation.

8.12. Direct Agreements

Direct coordination and agreements between the supplier, the Michelin project manager and other companies operating on the assembly site, which have a character to change the contract, require the written confirmation by Michelin.

8.13. Joint and several liability of supplier and sub-supplier

The supplier shall be liable as joint and several debtors with the sub-supplier commissioned by it for the execution of the part settled by the sub-supplier in particular with regard to the deadlines, the quality of the service, the non-disclosure and the warranty.

The supplier undertakes to submit to the sub-supplier all contractual agreements relating to it as well as these Terms and Conditions for Work and Services Contracts, for which the sub-supplier has to grant its consent. The supplier shall guarantee the proof and the examination by random samples for the fact that the sub-supplier satisfies its obligations. The supplier has to submit to Michelin upon request the contract concluded with the sub-supplier immediately.

The supplier is only entitled to assign the order to the sub-supplier or another third party in full or in part after the prior written consent of Michelin.

9. QUALITY

9.1. Quality indicators

The supplier shall provide the requested services at its own responsibility with the customary care and attention and undertakes to achieve results, which comply with the agreed quality indicators.

The supplier is responsible for the availability of the services to the extent as agreed in the contract in all cases.

Insofar as defects can be determined the supplier undertakes to report these to Michelin and remedy these immediately and to create and implement corresponding measures in this respect. The supplier shall inform Michelin immediately about all other circumstances of interest for the business relationship.

The supplier undertakes to take corrective measures with the non-compliance with these quality targets and to inform Michelin about the contents and the expected results as well as of the result of the corrective measures.

The supplier undertakes to keep regular recordings of its quality assurance measures and in particular to document deviations carefully and in full.

9.2. Quality assurance

The supplier shall ensure the execution of its services conform with the contract and the law by maintaining an effective quality assurance system. The supplier undertakes to ensure a zero-error-objective and the continuous improvement of its services. The conformity of the services is in particular assessed with the following indicators and by complying with the following criteria:

Upon request of Michelin the supplier shall make an evaluation of the quality assurance described above available at the agreed intervals in the form of defined Excel tables.

A measurement and tracking system is to be introduced in order to assess the quality of the service in line with the quality assurance system. This is to be coordinated with Michelin. The aim of the system is the control of the proper satisfaction of the services.

9.3. Audit

Michelin reserves the right to conduct audits with regard to the quality system introduced by the supplier as well as the measured quality results. Michelin shall announce the date for the audit in time in advance. The supplier undertakes to reasonably support the audit and to procure access to the business site. The costs incurred at the supplier owing to the audit shall be for the its expense.

10. EXECUTION DEADLINES

10.1. General information

The execution deadlines shall begin, insofar as not otherwise agreed as per contract, with the conclusion of the contractual agreements.

If a time schedule has been drawn up the individual deadlines contained therein are binding. Premature deliveries/services or partial deliveries/services require the prior consent by Michelin. If the agreed dates are not adhered to by the customer the statutory provisions shall apply to the legal consequences.

10.2. Information obligation in case dates are exceeded

The supplier is obliged to take all necessary precautionary measures in order to adhere to the dates. If the supplier cannot adhere to the dates it has to notify Michelin hereof immediately in writing after gaining knowledge and by stating the reasons.

Written agreements are to be reached immediately concerning possible postponements of dates.

10.3. Liability for exceeding of dates / conventional penalty

The following shall apply to the exceeding of dates in addition to the above and the statutory provisions:

10.3.1. Default

If the supplier is in default Michelin reserves the right to assert a penalty for each day by which the deadline is exceeded in the amount of 0.2 % of the agreed price per workday, a maximum however in the amount of 5 % of the agreed total price.

Michelin is not obliged to reserve the right to request the conventional penalty with the acceptance, but can assert this right still until the final payment

10.3.2. Commissioning of third parties after exceeding of dates

If the conventional penalty has been forfeited Michelin can – irrespective of other rights – after the expiry of a set reasonable final deadline or, if it is not necessary to set a deadline, without having set a final deadline, have the service not yet provided by the supplier carried out by a third party for the expense of the supplier.

11. IMPEDIMENT TO THE EXECUTION

If the supplier feels that it is impeded in the proper execution of the services which were taken over then it has to report this to Michelin immediately in writing by stating the reasons.

12. EXTRAORDINARY TERMINATION FOR AN IMPORTANT REASON

12.1. Important reason

The right to an extraordinary termination for an important reason remains unaffected. An important reason for the extraordinary termination is in particular delay in the date by more than 12 calendar days and prior fruitless written reminder, deviations in quality in breach of the contract, the repeated breach of substantial contractual obligations.

The supplier shall inform Michelin immediately about essential changes relating to the person / the company of the supplier, in particular with regard to the capital stock or share capital, the shareholders and the management of the company.

Each change of this kind which is of a disadvantage for Michelin entitles Michelin to terminate this contract.

12.2. Settlement in case of Termination

In case of premature termination of the contract by Michelin the settlement of the contractual services provided by the supplier until the time of the termination shall be carried out exclusively on the contractual basis. In the cases of a premature ending of the contract by termination owing to a breach of the contract the settlement shall only be carried out insofar as Michelin can use the service as intended.

12.3. Termination owing to breach of contract by the supplier

Damages which are to be compensated for by Michelin shall also be taken into consideration with the settlement as well as expenses, incurred by Michelin by the fact that Michelin provides the service not provided by the supplier itself or has this provided by third parties.

12.4. Partial terminations

Parts of the contract, which can be treated independently of the entire contract, can be terminated separately for an important reason.

13. LIABILITY PROVISIONS, INSURANCE OBLIGATION

13.1. Liability of the supplier

The supplier shall be liable for all damages caused by it and its vicarious agents according to the statutory provisions.

13.2. Indemnification of Michelin

The supplier shall indemnify Michelin from all liability and assertions of claims for damages and events, which were suffered and can be attributed in connection with the execution of the contract by the supplier.

The supplier shall indemnify Michelin in the event of the assertion of a claim by third parties for the afore-mentioned damages and events. Possibly agreed limitations to liability shall not apply insofar as a claim is asserted against Michelin by third parties.

This indemnification obligation shall also apply to claims owing to damages, which are suffered to public or private equipment (e.g. supply lines, etc.) during the execution of the work.

13.3. Compliance with the German Minimum Wage Law

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

13.4. Safety precautions

The supplier shall take all necessary precautions and safety measures at its costs in order to avoid physical injuries, property damages and financial losses.

13.5. Insurance obligation

Insofar as insurance possibilities exist, the supplier has to take out sufficient liability insurance physical injuries, property damages and financial losses for itself and its various agents and employees at an insurance company which is deemed as solvent. The supplier has to maintain the insurance over the duration of the contractual relationships. The proof of the insurance is to be provided to Michelin upon request. The scope of the contractual or also the statutory liability shall not be limited by the conclusion and proof of the liability insurance.

14. LIABILITY FOR ENVIRONMENTAL DAMAGES

14.1. Liability of the supplier

The supplier shall be liable for all damages, which are suffered by a breach of the relevant environment-related laws, directives and regulations and the regulations issued in this respect. It shall indemnify Michelin from all claims, which are directed against Michelin owing to such or similar breaches.

14.2. Special obligations to show and attention with pollutants

When carrying out the work the supplier shall be responsible for a special obligation to show care and attention with regard to substances which pose a hazard for the environment. Michelin is to be informed immediately if pollutants are presumed or found in connection with the execution of the work, albeit in the earth, albeit in closed walls or containers or in any other manner. Michelin is to be given the opportunity to examine and carry out suitable measures.

15. END OF THE ACTIVITY, ACCEPTANCE

15.1. Stipulated inspections

Stipulated inspections before the first commissioning by experts or competent persons have to be carried out before the acceptance.

15.2. Acceptance date

The acceptance date shall be stipulated at the written application of the supplier. The supplier shall bear the risk until the acceptance of the work or the service.

15.3. Acceptance

After termination of the contractual service or an agreed partial section a joint examination of the documents and the acceptance of the work or the service shall be carried out, which is documented by the fact that the authorized agents of both parties sign an acceptance protocol. Activities such as in particular the commissioning, partial use of plants, interim inspections, issues of certificates, oral declarations or payments of Michelin shall not be deemed as an acceptance.

15.4. Postpone of the acceptance date with the existence of defects

If essential defects were already determined then Michelin can postpone the acceptance date until the remedy of the defects. The protocol, in which the defects are to be listed, is to be signed by both contractual parties for the purpose documentation.

15.5. Costs of the acceptance

The costs of the acceptance with the exception of the incurred personnel costs of Michelin shall be borne by the supplier.

16. CLAIMS FOR DEFECTS

16.1. Liability of the supplier

The supplier shall be liable for ensuring that its service is free of defects; for the existence of warranted qualities and for the guarantees given by it as well as for the fact that the service complies with the intended use and in particular the requirements described in subclause 1.3.1 of these Terms and Conditions for Work and Services Contracts.

16.2. Remedy of defects

Michelin can at its own choice request the remedy of the defects or, should this not be possible or deemed reasonable, the production of a new work. After expiry of a final deadline

unsuccessfully set to the supplier for the subsequent performance Michelin can remedy the defects itself and impose the costs incurred hereby upon the supplier or request reduction or cancel the contract. The right to request damages shall remain unaffected hereby.

16.3. Remedy of defects at the costs of the supplier

If the supplier does not satisfy its obligation to remedy defects despite the setting of a reasonable final deadline then Michelin is entitled, without a further request, to remedy the defects itself or to have this carried out by another company at the costs of the supplier.

16.4. Obligation to bear costs in the event of a liability for defects

All costs incurred with the liability for defects, e.g. for disassembly, assembly, freight, packaging, insurances, customs duties and other public duties, inspections and acceptances are to be borne by the supplier.

16.5. Statute-of-limitations

The statute-of-limitations is 2 years from the faultless acceptance insofar as not otherwise agreed in an individual contract. Longer legal statutes-of-limitations shall remain unaffected. In case of subsequent improvements or new or substitute service the statute-of-limitations for this service shall begin to apply new on the date of the renewed written acceptance declaration. If no renewed written acceptance declaration is carried out the statute-of-limitations shall begin with the commissioning of the replaced / improved parts.

16.6. Interruption to the statute-of-limitations

The statute-of-limitations shall be extended by the duration of this interruption for all services, which cannot be used as envisaged in the contract owing to an interruption to operation due to subsequent improvement work.

16.7. Burden of proof

The supplier shall bear the burden of proof for the fact that defects do not fall under the claims for defects, it in particular does not bear any fault with regard to the defect or any other fault.

16.8. Experts

Costs for experts for the purpose of determining defects shall be for the expense of the party which loses. The supplier has to make an advance payment to the expert. The expert is to be appointed by the supplier by mutual agreement with Michelin. If no agreement is reached the locally responsible Chamber of Commerce shall decide on the person of the expert.

17. PRICES, PRICING

The agreed prices are, insofar as not otherwise agreed in an individual contract, fixed prices and are deemed free Michelin assembly site. Insofar as not otherwise regulated as per contract, they include all costs and secondary costs, which may be incurred in connection with the execution of the order. The applicable rate of value added tax is to be disclosed separately.

A corresponding bank guarantee is to be furnished by the supplier at the request of Michelin in case of advance/instalment payments or partial amounts agreed in an individual case.

18. SETTLEMENT, PAYMENTS, ASSIGNMENT OF CLAIM, OFFSETTING / RETENTION

18.1. Invoicing

Invoices are to be sent in a transparent manner and verifiable to the billing address stated in the order. Should no billing address be stated in the order the supplier shall receive it from its contact of Michelin immediately upon request. The order/ release order number and the address of the beneficiary, if applicable the delivery note number, are to be clearly stated on the invoice. If there is no order or release order number then the name of the contact and his personnel number are to be stated. Our respectively current SUPPLIERS INVOICE GUIDE, which is known to the supplier and which can be viewed under <https://purchasing.Michelin.com/fr/Espace-documents> shall apply. Disadvantages, which are suffered by incomplete details, shall be for the burden of the supplier.

The supplier shall create and transmit electronic original invoices and credit notes (hereinafter referred to as "e-invoices") to Michelin which comply with the legal requirements for e-invoices,

in particular UE Invoicing Directive 2010/45/UE and the Sales tax legislation. The e-invoices are to be prepared as pdf files and sent to a service provider commissioned by Michelin. Michelin shall notify the supplier of the address of the service provider and the archiving location. Supplier immediately notifies Michelin of any changes.

Michelin reserves the right to return invoices, which do not comply with the afore-mentioned requirements and the requirements under value added tax law (§ 14 UStG [German Value Added Tax Act]), without having been processed at the costs of the supplier. In this case the invoice shall be deemed as not issued.

Michelin reserves the right apart from orders placed at flat rate prices, to carry out a follow-up calculation, which covers instalment payments made and still outstanding amounts. The supplier shall have over the documents which are necessary in this respect to Michelin.

18.2. Payments

If no special regulations were agreed upon concerning maturity in the order or the agreement then the payment shall be made within 30 days with means of payment at the choice of Michelin, in particular by bank transfer. No consent is granted for the direct debit procedure.

The deadlines shall apply from receipt of the invoice, however not before receipt of the goods by Michelin or in case of services not before their acceptance and, insofar as the scope of services includes documentation and inspection certificates, not before their hand-over to Michelin as per contract. The acceptance of the counter-performance shall be done no later than 15 days after receipt of the counter-performance.

The payment is made subject to the reservation of a verification of the invoice by Michelin.

18.3. Right to rejection by Michelin

Michelin is entitled to reject invoices which have not been properly specified and do not meet the requirements under value added tax law (§ 14 UStG [German Value Added Tax Act]).

The same shall apply to invoices, which do not comply with the contractual terms of payment.

18.4. Assignment of receivables

Receivables due from Michelin may only be assigned with the written consent of Michelin.

18.5. Offsetting / retention

The supplier can only withhold services or declare offsetting owing to counter-claims recognised by Michelin or final and binding counter-claims. Deductions such as in particular credit notes, which have not been explicitly agreed, shall not be recognised.

19. WORK ACCORDING TO REQUIRED TIME

19.1. Specification of the invoice amount

In case of work according to time required, insofar as not otherwise agreed in an individual contract, the invoice amount is to be specified, i.e. the following are to be stated separately, especially:

1. Number and qualifications of the assigned personnel
2. workdays (according to date), the hours of work and the settlement price;
3. travel hours;
4. travel costs;
5. Number of days and the accommodation allowance rate;
6. Hardship allowances;
7. Individual prices for possibly delivered parts;
8. Rent for assembly devices;
9. Freight costs.

The freight documents are to be enclosed with the invoice when calculating the freight costs.

An offer must be available or an agreement be reached concerning the settlement prices and the secondary costs before commencement of the work.

19.2. Time sheets

The supplier has to have the executed services confirmed daily in writing by the Michelin project management. Subsequently submitted time sheets or time sheets which have not been signed shall not be recognised. A time sheet signed by both parties is merely an indication for the fact that these hours were worked. The original of the confirmation is to be enclosed with the

invoice. A further official copy of the confirmation is to be handed over to the Michelin project management. The working hours and possibly hardship allowances are to be listed day by day in the confirmation.

Other costs or expenses noted on the proof of assembly by the personnel of the supplier shall not be recognised by the service confirmation of the Michelin project management.

19.3. Costs for setting up the assembly site

The costs for assembly site equipment and assembly apparatus in case of flat rate orders are included in the flat rate price, with assemblies, which are settled according to time required, are included in the settlement price.

20. CUSTOMS PROVISIONS

The supplier shall provide support with the customs clearance formalities and in particular make the necessary documents, such as e.g. invoice, proof of preference, available to Michelin in time.

21. SUPPLIER'S DECLARATION – SAFETY DECLARATION

The supplier undertakes to submit a supplier's declaration or a certificate of origin in line with the provisions under customs law.

If a long-term supplier's declaration is submitted the supplier undertakes to inform immediately Michelin of each change to the properties of the goods, which are of relevance with regard to the regulations concerning the preferential origin of goods, and without a prior request.

The supplier shall be liable for all damages, which arise from the inaccuracy of the contents, the improper form or the late submission of the declarations which was not the fault of the supplier.

The supplier confirms that it possesses, has applied for or will apply for the status of an authorized trader (ZWB/AEO) with the certificate AEO S or AEO F.

Suppliers, which currently do not satisfy the afore-mentioned pre-requisites, undertake to satisfy the following stipulations within the meaning of the AEO:

- a. that goods, which are produced, stored, transported, delivered to or taken over by these by the order of authorized traders (AEO);
 - are produced, stored, processed and laden at safe permanent establishments and at safe transshipment locations
 - are protected against unauthorized accesses during the production, storage, processing, loading and transport
- b. that only reliable personnel are used for the production, storage, processing, loading, transport and take-over of such goods
- c. that business partners, who act by order of the supplier, are informed of the fact that they also have to take measures in order to secure the afore-mentioned supply chain.

The supplier undertakes to inform Michelin of each change, which are of relevance with regard to the safety requirements according to AEO, immediately and without a prior request. The supplier shall be liable for all foreseeable damages which are typical for the contract, which arise from the non-compliance with the stipulations within the meaning of AEO, shall indemnify Michelin in the event of the assertion of a claim by third parties and reimburse Michelin the fines ensuing from the facts and other costs upon first request.

22. DELIVERIES/SERVICES OF MICHELIN

22.1. Michelin shall make the following available free of charge:

1. Building water from the transfer point (in line with the local pressure circumstances)
2. Compressed air (The provision of compressed air requires an individual agreement).
3. The transfer point for electrical energy according to VDE 0100 for the supply of the electrical operating resource on the assembly site either in the form of
 - an infeed point; or
 - by a 380 V three-phase current device; or

- by a 220 V one-phase alternating current plug connection.

Set-up of the electrical infeed points near the assembly site by paying attention to the local circumstances. The feeding network satisfies the conditions for protective earth conditions according to VDE 0100.

The required electrical output for all assembly site equipment, office, accommodation and material rooms is to be stated in time.

Warranty is not assumed for uninterrupted energy supply, compressed air and water.

Claims for damages owing to interruptions to operation as a result of interruption to the power supply and for further indirect damages are excluded – insofar as they are not due to wilful intent or gross negligence and not to the breach of essential contractual duties.

The supplier shall be liable for damages, which were suffered as a rule of non-compliance or owing to omitted care and attention by the use of services made available to Michelin.

22.2. Use of tools

22.2.1. Consent

The use of tools and equipment of Michelin such as e.g. fork lift trucks, welding devices, hoisting gears, etc. (hereinafter “object on loan”) by the supplier as borrower within the framework of the satisfaction of its obligations existing towards Michelin as lender requires the prior consent of Michelin.

The object on loan may only be used on the plant site. The supplier has to inform Michelin where it uses the object on loan and where it stores the object on loan. The supplier is not entitled to sub-let the object on loan.

22.2.2. Period of loan

The period of loan shall begin with the hand-over of the object on loan to the supplier and end with the return to Michelin. The receipt and return are to be documented accordingly. The condition of the object on loan at the time of the hand-over is to be recorded. Michelin can request that the object on loan is returned at all times.

After expiry of the period of loan the supplier undertakes to return the object on loan immediately. During the period of loan the supplier shall ensure a careful handling and bears the risk that the object on loan is lost.

22.2.3. Safety provisions

The supplier has to inspect the object on loan directly after the receipt for its functional capability, completeness and suitability for the envisaged activities. A use is prohibited if the supplier determines that the object on loan is not (no longer) suitable for the envisaged, proper use.

The supplier has to comply with all applicable safety regulations and safety instructions with the use of the object on loan and ensure that the persons authorized by it also satisfy these obligations when using the object on loan. Upon request the supplier has to prove towards Michelin that it carried out the safety instructions.

Insofar as special licences or permits are necessary for the operation of the object on loan the supplier has to ensure that these are available and valid.

22.2.4. Liability

All liability of Michelin or one of its legal representatives or vicarious agents shall cease to apply to damages caused by accidents and other – also indirect - damages, which are suffered by the use, insofar as there is neither wilful intent, nor gross negligence and the damages are not due to the breach of obligations which are essential for the contract. For damages which are due to gross negligence on the part of Michelin or one of its legal representatives or vicarious agents, the liability is limited to the foreseeable and typically suffered damages. A liability of Michelin in case improper use of the tools by the supplier is excluded.

23. NON-DISCLOSURE OBLIGATION

23.1. Non-disclosure obligation of the supplier

The supplier undertakes in its and in the name of its employees to maintain strict secrecy with regard to all Michelin internal information, which is transmitted, acquired or becomes known over the course of the fulfilment of the contract, the knowledge of the plants, local conditions,

production processes and the "know-how" from Michelin or by contacts with Michelin employees. This shall in particular also apply to drawings, construction documents, internal data, etc.

All business and technical information made accessible by Michelin, in particular knowledge about plants, local conditions, production processes and the "know-how" of Michelin is to be kept secret towards third parties and may only be made available to such persons in the plant of the supplier, who necessarily have to be used for its use for the purpose of executing the order and who are also obliged to non-disclosure.

This obligation shall not refer to information, which was already generally accessible at the time of its notification, which becomes generally accessible without a direct or indirect assistance of the contractual partner receiving the information, which was as proven already known to the other contractual partner without a breach of the non-disclosure obligation or which was as proven transmitted to the other contractual partner by a third party authorized to announcement.

In the case of a secrecy obligation for Michelin, this does not extend to the transfer of information to the companies associated with Michelin according to section 15 AktG (~stock corporation act).

23.2. Non-disclosure obligation of the personnel used by the supplier

Upon request of Michelin the employees of the supplier are to be obliged to strict secrecy in writing. The duplicate of the non-disclosure obligation sheet to be signed by the employees of the supplier is to be handed over to Michelin before commencing the work for the first time insofar as this is requested by Michelin in an individual case.

The supplier undertakes to comply with all instructions of Michelin with regard to the confidentiality and secrecy or to ensure their compliance. It shall also impose the same non-disclosure obligations upon possible sub-suppliers in writing.

Accordingly the direct or indirect forwarding of all information stated in Subclause 24.1. to third parties as well as each advertising or citation as a reference about the business relationship is forbidden unless Michelin has granted its prior written consent in this respect.

23.3. Extended effect of the non-disclosure obligation

The obligation for strict non-disclosure shall also continue to exist for at least five years after termination of the order.

23.4. Breach

A breach of the afore-mentioned obligations shall render the supplier liable to damages and may have consequences under criminal law for it.

24. DATA PROTECTION

Michelin collects and processes personal data according to the principles and on the basis of the GDPR and the BDSG (German Federal Data Protection Law). Personal data that Michelin gets to know of in connection with the business relationship with the contractor will thus only be used for the specified purposes and for processing the contractual relationship.

Suppliers have a right to access, rectification, opposition, limitation of the processing and deletion of data concerning them and they may request the transfer of their personal data. If suppliers make use of these rights and wish to receive information about the data concerning them, they can contact the following responsible body, if the business partner is Michelin Reifenwerke AG & Co. KGaA: Michelin Reifenwerke AG & Co. KGaA, to the attention of the Data Protection Officer, Michelinstrasse 4, 76185 Karlsruhe, datenschutz@michelin.com. If another Michelin company is data controller within the meaning of the GDPR, please contact it at its business address or contact datenschutz@michelin.com. The right of appeal can be asserted with the Data Protection Commissioner of the State of Baden-Württemberg. Further information is available at: <https://www.baden-wuerttemberg.datenschutz.de/>

For the purpose of fulfilling the contract Michelin transmits personal data to its service providers and/or to the companies affiliated with it in the sense of stock corporation law (group companies). The transfer to a third country takes place exclusively on the basis of an appropriateness resolution of the EU Commission; the use of standard clauses in the respective service provider contracts; subject to appropriate guarantees (article 46 GDPR) or binding internal data protection regulations (article 47 GDPR); an exception to the second subparagraph

of Article 49 (1) GDPR (if the conditions of Articles 46 and 47 GDPR are not met); an individual approval of a supervisory authority. Supplier may request information on this and may contact the data protection officer of the company for this purpose.

Supplier shall create the same conditions in so far as a transfer to a third country takes place. For this purpose, supplier shall inform Michelin on the basis of which of the above-mentioned regulations on the transfer of data takes place or if there is a change thereto in the course of the business relationship.

Personal data relating to Michelin or third parties which come to Supplier's knowledge in connection with the business relationship may only be processed and used to process the order and the related services and only on the basis of Article 6 paragraph 1 GDPR (or Article 9 GDPR). The data may not be passed on to third parties.

Supplier undertakes to take all technical and organisational measures necessary for data protection and data security. Supplier's employees shall be obliged to keep the data confidential because the relevant statutory provisions require that personal data be processed in such a way that the rights of the persons affected by the processing to the confidentiality and integrity of their data are protected. Supplier is therefore prohibited from unauthorised or unlawful processing of personal data obtained from the order or from intentionally or unintentionally violating the security of the processing in such a way as to lead to destruction, loss, alteration, unauthorised disclosure or unauthorised access.

If the contract also includes the processing of personal data, supplier and Michelin shall sign an agreement for the processing of the contract within the meaning of Article 28 GDPR. Where Michelin and supplier and/or other third parties jointly determine the purposes and the means of processing, they shall be jointly responsible within the meaning of Article 26 GDPR. They shall lay down in an agreement in a transparent form which of them fulfils which obligation under the GDPR, in particular as regards the exercise of the rights of the persons concerned and who fulfils which information obligations under articles 13 and 14 GDPR. If supplier fulfils an activity on his own responsibility, he shall ensure that the principles of the GDPR are complied with.

Supplier undertakes in particular to comply with the documentation obligations pursuant to Article 24 para. 1 GDPR; to keep a processing list; to carry out a data protection impact assessment as far as necessary and to delete personal data promptly if their processing and storage are no longer necessary and no longer have to be stored within the framework of statutory provisions.

Supplier will report to the data protection officer of Michelin within 24 hours if a violation of data protection regulations concerning his own organization has been discovered. The same applies if employees of Michelin or third parties report such a violation to supplier. For this purpose, supplier shall immediately contact the data protection officer of Michelin via e-mail: datenschutz@michelin.com or telephone: +49 (0)721-530-2370. Supplier will comply with all inquiries and demands of the data protection officer of Michelin. Supplier shall report the violation – If there is reason to do so – to the data protection authority responsible for him within the legally required period. In all other respects, the data protection information of the responsible party shall apply: <https://www.michelin.de/informationen/datenschutz>.

25. CLEANING OF THE ASSEMBLY SITE

25.1. Disposal

Residual and demolition materials are to be removed by the supplier at its costs insofar as not otherwise agreed in an individual contract

25.2. Cleanliness and order of the assembly site

The assembly site is always to be kept in a clean and cleared condition by the supplier. Production machines are to be protected by the supplier (covers, etc.) to the extent that no contamination is possible.

In case of the non-compliance with this condition Michelin shall arrange for the cleaning of the assembly site for the expense of the supplier.

25.3. Storage of assembly parts and devices

The assembly parts and devices are to be stored accident-proof, otherwise they can be driven away or properly stored by Michelin at the costs of the supplier. After completion of the

assemblies the assembly locations are to be cleared immediately and left behind in an impeccable condition.

26. ANTI-CORRUPTION

Within the scope of the supply relationship, supplier declares to counteract any form of bribery and corruption and to comply with the relevant statutory provisions and Michelin's PURCHASE PRINCIPLES.

Supplier undertakes and confirms in particular

- a. to refrain from announcing, offering, promising or granting, directly or indirectly, gifts, other benefits or other inappropriate financial or other advantages to our employees entrusted with the preparation, conclusion or performance of the contract or to persons close to them,
- b. to refrain from committing and abetting criminal acts which fall under § 298 StGB (agreements restricting competition in tenders), § 299 StGB (corruptibility and bribery in commercial transactions), § 333 StGB (granting of advantages), § 334 StGB (bribery) or § 23 GeschGehG (law on trade secrets).

The above obligations also apply to any subsidiary, collaborator, director, employee or officer of supplier and any third party involved in the contractual relationship.

In the event of a breach of the obligations stated above, Michelin shall be entitled, without prejudice to other rights of termination and rescission, to terminate the contract extraordinarily and to terminate all negotiations.

Supplier shall reimburse us for all damages incurred by us as a result of a breach of the obligations referred to above and for which supplier is responsible.

27. OTHER PROVISIONS

27.1. Escape clause

Should individual provisions of these Terms and Conditions for Work and Services Contracts prove to be invalid or feature loopholes this shall have no effect on the validity of the contract on the whole. In this case the contractual partners undertake to agree upon a regulation to replace the invalid provision, which shall as far as possible correspond with the intention of the parties. The same shall apply to loopholes in the contract.

27.2. Deviations and Place of performance

The deviations from these Terms and Conditions for Work and Services Contracts agreed if applicable with the supplier in an individual order shall not represent any prejudice for future orders and shall not lead to any change to the interpretation of these terms and conditions.

The place of performance of the services is the assembly site, with payments the registered seat of Michelin unless otherwise agreed in an individual contract.

27.3. Place of jurisdiction and applicable law

The place of jurisdiction is Karlsruhe. However Michelin reserves the right to file action against the supplier at the court of jurisdiction for the place of performance. The Parties have to reach an amicable settlement before taking recourse to the courts of law.

In the event of questions of interpretation, ambiguities or contradictions between the above Terms and Conditions and translations, the German version shall prevail. Contract language is German.

The law of the Federal Republic of Germany shall apply exclusively. The applicability of the UN Convention on the International Sale of Goods (CISG) is excluded.

PART II: SAFETY AND HYGIENE

Should the supplier have to provide services in a plant or location of a Michelin Reifenwerke AG & Co. KGaA and/or all other Michelin affiliated companies with registered seat in Germany (hereinafter "Michelin") with the exception of the Euromaster companies, the following terms and conditions concerning safety and hygiene are to be complied with.

1. COORDINATIONS OF WORK

1.1. Appointment of the coordinator in writing

According to BGV A1 "principles of prevention" § 6 Michelin shall, if several suppliers are occupied on one assembly site, appoint one person (coordinator) in writing, who coordinates the work in order to avoid a possible reciprocal danger; the supplier has to confirm this appointment in writing. Should no coordinator have been appointed yet at the commencement of such work the supplier shall work towards its appointment by Michelin.

The coordinator has an authorization to give instructions towards the suppliers and their employees in all questions relating to safety. Other safety experts of Michelin are also authorized to give instructions in questions relating to safety towards the supplier and its employees.

1.2. Responsibility of the supplier

The authorization of Michelin to give instructions in questions relating to industrial safety shall not release the supplier from its responsibility for its own employees.

The supplier undertakes to ensure the notification and instructions of its personnel which are necessary according to BGV A1 "principles of prevention" § 4.

1.2. Newly-added suppliers

If several suppliers are occupied on one assembly site then each newly added supplier has to examine whether the protective measures chosen by it are in line with the already existing ones and do not render existing measures invalid. It has to contact the safety coordinator at its own initiative.

2. INDUSTRIAL SAFETY

2.1. Inspection before the start of the execution of the order

Before the start of the execution of the order an inspection is necessary by the authorized agent of Michelin and the responsible person of the supplier if applicable with the participation of the local safety department (EP) of Michelin, with which reference is to be made to the special dangers and points of danger and the possibly existing relevant inhouse safety instructions for the work which is to be carried out which go beyond this part II, e.g. the information leaflet concerning safety measures with work involving fire hazards.

2.2. Applicable safety regulations

The statutory industrial protection regulations which are relevant for the work which is to be carried out, the accident protection regulations of the trade associations, the general safety-technical and occupational medicine rules as well as the inhouse safety instructions existing beyond this shall apply to the supplier, its personnel and the personnel of the suppliers and subsuppliers. The supplier is responsible for the corresponding information and for the fact that in the event of the assignment of the order to third parties these also inform themselves about and comply with these safety provisions.

2.3. Breaches of safety regulations

The group of persons named in Subclause 2.2 has to comply with the provisions contained in this part II and the inhouse safety instructions possibly existing beyond this. It is essential to follow the orders of the authorized agent of Michelin and its safety department. In case of breaches of safety regulations, organisational instructions of the Michelin project management or the safety department of the plant the infringing party can be forbidden from entering the plant; in these cases Michelin additionally reserves the right to dissolve the contractual relationship.

The supplier has to exclude all persons from the execution of the order, who infringe the provisions named in this part II or the presence of whom appears inappropriate to Michelin owing to misgivings about safety.

2.4. Protection of processing products

When executing the order it is essential that the supplier pays attention and take corresponding precautionary measures to ensure that processing products are not impaired, e.g. caoutchouc by dust, wire by contact.

2.5. Hazard to the safety

In case of a hazard to the safety of the personnel, third parties, the building, the plants, machines and other equipment which arises in connection with the execution of the order the work is to be discontinued immediately if the safety cannot be guaranteed in any other manner.

2.6. Report of important incidents / industrial accidents

In case of important incidents from the field of industrial protection (e.g. accident), the plant protection (e.g. theft), the fire prevention (e.g. incipient fire) and the environmental protection (e.g. interference by leakage) the supplier principally also has to inform the safety department of the plant immediately in addition to the Michelin project management. In addition, it has to assist with the comprehensive clarification of these incidents.

In line with BGV A1 " principles of prevention" the supplier is obliged towards Michelin with occurred industrial accidents to report each injury – also apparently insignificant - or effects of substances which pose a danger to the health in the plant to the Michelin project management and the safety department of the plant immediately in order to ensure the proper first aid of the injury person.

The supervisory personnel of the supplier has to ensure that a proper accident report is immediately submitted to the trade association, at which the supplier is insured. A copy of this accident report is to be sent to the safety department of the Michelin plant through the Michelin project management.

The supplier shall supply more detailed information for the calculation of the frequency rate and severity ratio with regard to industrial accidents of employees of the supplier or third party workers assigned by it who were assigned on site, to the head of the environmental and safety department of the Michelin plant or Michelin location following a corresponding enquiry monthly and/or at the end of the order. This in particular includes the following information: Total hours of work on site, total industrial accidents with interruption to work, the total industrial accidents without interruption to work however with the requirement to involve external help as well as the total number of days with interruption to work – details based on the respective started period of time/periods of time.

2.7. Ban on alcohol and intoxicants

Bringing alcoholic drinks of all kinds or other intoxicating agents onto the plant site as well as their consumption are prohibited. The employees assigned by the supplier and third party workers are also forbidden from commencing the work in an intoxicated condition. If they breach this ban on alcohol and intoxicants Michelin is entitled and the supplier obliged to expel them from the plant site.

2.8. Use of recreational, washing and shower rooms

The recreational, washing and shower rooms of Michelin may only be used with the consent of the department concerned. They are to be treated carefully and as intended.

2.9. Protective equipment

According to BGV A1 " principles of the prevention " § 29 the supplier is obliged to make the necessary personal protective equipment (PSA), such as e.g. anti-static safety shoes, protective gloves, protective goggles, ear protectors, facial protection and protective helmet, available.

The supplier has to ensure that this protective equipment is worn and kept in an impeccable condition according to the regulations.

If personal protective equipment is necessary, which is to protect against fatal dangers or permanent health damages, the supplier has to ensure the instructions which are necessary according to BGV A1 "principles of prevention" § 31 by training.

2.10. Installation of information signs

The supplier is responsible for the legal duty to maintain safety. For this purpose it has to install and keep in reserve warning, information, requirements and prohibition signs. Road and track blocks must be applied for at the Michelin project management.

Assembly openings must be secured against falls at all times. Changes to platform covers may only be carried out by coordination with the Michelin project management.

3. ACCESS / PLANT TRAFFIC

3.1. Compliance with the applicable regulations

The supplier has to comply with the regulations which are respectively applicable for the access to, time spent on and leaving the plant site, in particular the actual and valid regulations at Michelin concerning the environmental obligation of the respective plant or location, which Michelin will be pleased to make available upon request. In case of repeated breaches the safety department can issue a plant ban.

3.2. List of persons with access authorization

The supplier has to hand over a list of its employees as well as the employees of sub-suppliers to the Michelin project management before carrying out the assembly work in order for the access authorization to be examined when entering the plant. The corporate names of possible suppliers are to be named. Changes are to be reported immediately.

3.3. Vehicle controls

All vehicles of the supplier or of third parties entering and leaving the site can be controlled by the safety department at all times. The same shall apply with a concrete case of suspicion to checks of persons.

3.4. Location of vehicles on the plant site

Vehicles of the supplier or of third parties, which are laden or unloaded, are to be removed from the plant site after termination of the loading process. Merely workshop vehicles, which are required to execute the order, may remain on the plant site continuously. They are to be reported to the gate when driving into the site. They are to be parked so that the other pedestrian and vehicle traffic are not impaired; if applicable certain stopping places will be allocated by the safety department.

Hydrants, shut-off valves, extinguishing water infeeds, building electricity distributors, rescue devices, emergency exits and similar items may not be blocked.

3.5. Compliance with the traffic regulations

The road traffic regulations apply on the plant site. Special traffic regulations and signs, such as e.g. the maximum speed stated at the plant gate, are to be complied with.

3.6. Ban on bringing certain objects

Animals, radio devices, cassette recorders and other reception and broadcasting devices, which are not firmly installed in vehicles, may not be brought onto the plant site. The use of hand walkie talkies on the plant site requires the prior release by the safety department of the plant.

Mobile telephones may not be used in the production and warehouse halls near machines.

4. SECRECY

4.1. Access to the work zones

The supplier may only access the work zones, in which it has to perform work directly. The access to the work zones may only be carried out after the prior report to the responsible person of the work zone and only by the stipulated entrances. Only the route instructed by the safety department is to be used to reach and leave the place of work.

For reasons of safety and secrecy it is principally prohibited to move on the plant site outside of the allocated areas.

4.2. Ban on taking photographs

Recordings of all kinds on the plant site (photo, video, film) are banned. Cameras and film cameras, etc. may only be brought onto the plant site with the previously granted written permission of Michelin. The plant protection is entitled to control photo or film devices including camera phones, taken onto the plant site without permission to check whether no photo or film recordings were taken on the plant site and if applicable to delete these. The latter shall also apply if the plant protection cannot determine whether such recordings were made.

4.3. Safeguarding of business and trade secrets

The supplier has to maintain secrecy towards third parties – also after termination of the order – with regard to the order, the knowledge of the local site, the mechanical systems, the production processes and other important information, of which it becomes aware owing to the execution of the order.

At the request of Michelin the supplier shall have personal non-disclosure obligations signed by its employees and handed over to the Michelin project manager.

5. FIRE PROTECTION

5.1. Ban on open flame

Michelin shall inform the supplier where there is increased risk of fire in the plant (this is the case in almost all production and warehouse halls). Therefore, open flames, e.g. heating furnaces, bitumen boilers, hot air heating with direct flame, electrical heating devices, are principally forbidden. Exceptions are to be approved by the safety department in writing in advance. The conditions possibly stipulated hereby are to be strictly complied with by the supplier.

5.2. Report of work which poses a fire hazard

All work falls under the term "work which poses a fire hazard", with which sparks or heat are produced and there is a risk of ignition, e.g. grinding, flame cutting, welding, soldering, pre-heating. Work which poses a fire hazard may only be carried out after the prior report to the safety department and after its written permission. The safety department decides whether a constant fire supervision is necessary and whether other precautionary measures, e.g. removal or covering of flammable materials, fire extinguishers on site, a connected steel pipe, are to be taken. The supplier has to follow the instructions of the place fire service.

If such conditions exist then the supplier has if applicable to provide the personnel which are necessary for this purpose and the necessary devices.

5.3. Flammable liquids and dust

Before commencement of the work in the vicinity of or when handling flammable liquids (benzine, solvents, etc.) or flammable dust (e.g. fine dust of chemicals) special safety measures are to be taken by coordination with the safety department of the plant.

5.4. Compliance with the ban on smoking

The bans on smoking respectively existing on the plant site are to be strictly complied with. In case of infringements a plant ban may be issued. They shall not be revoked either by the approval of open flames or work which poses a fire hazard.

5.5. Rescue routes and rescue equipment

The emergency exits, escape and rescue routes as well as all doors and gates and the accesses to First Aid equipment are to be kept free. The use of the fire prevention and First Aid equipment is only permitted in the event of danger. The safety department is to be informed immediately about the use.

5.6. Heating of day accommodation and material rooms

The heating of assembly huts, accommodation and material rooms on building or assembly sites may only be operated with the consent of the Michelin project management.

The following conditions are to be complied with when using electrical heating:

Only closed heating devices may be used, e.g. oil radiators. Insofar as requested by the safety department only heating devices may be used, which are suitable for permanent establishments with a risk of fire. The using heating devices must be created to the extent that their surface temperature during normal operation does not exceed 115°C. This demand is e.g. satisfied by heating devices, which are suitable for permanent establishments with a risk of fire (see VDE 0100/5.73, § 50). Only oil radiators, and only such with temperature controllers or safety temperature limiting devices, may be used as mobile heating devices. The placing of objects on the radiator surface is also to be strictly prevented with these heating devices.

The heating may only be operated during the working hours. Should a heating device be operated overnight this must be approved separately by the safety department upon application. Assembly huts and other accommodation rooms must be equipped at least with a 6 kg power extinguisher for the fire classes A, B, C and D.

5.7 Triggering a fire alarm

In case of fire or fire hazard a fire alarm is triggered. In case of a false alarm without existed danger the Michelin reserve to plead the costs of used measures (as for example fire truck).

6. ELECTRICAL-TECHNICAL EQUIPMENT

6.1. Equipment of Michelin

The supplier may not carry out any work on the electrical-technical equipment of Michelin without the prior coordination with the Michelin project manager. This shall also apply to the use and replacement of fuses.

6.2. Report of defects

The supplier has to report complaints about this equipment before the commissioning and defects, which occur during the operation, immediately.

6.3. Inspection by Michelin

Michelin is entitled to inspect the electrical-technical equipment of the supplier for their proper condition without assuming responsibility hereby.

6.4. Faulty devices / lines

Devices and lines which are not impeccable are to be removed immediately or established according to the regulations; otherwise the power supply can be blocked until the establishment of the proper condition.

6.5. Use of devices of the supplier

The electrical machines and devices of all kinds used by the supplier must comply with the VDE provisions which are relevant for the place of work concerned and, if necessary, satisfy the explosion protection provisions. The connection is carried out at the Michelin-own plug connections secured by an FI protective switch; depending on the requirements a building current distributor will be installed by Michelin. All electrical machines and devices are to be switched off at the end of the work and secured against improper use.

The erection and maintenance of the electrical systems from the infeed point has to be carried out according to VDE 0100, VDE 0105 and according to corresponding instructions of the Michelin project management.

The same shall apply to the execution of protective measures with indirect contact according to VDE 0100 from the infeed point during the whole duration of operation as well as the set up and maintenance of the lighting which is necessary for the execution of the assembly work including the workplace lighting by the supplier.

6.6. Activation

If activations (electricity, water, compressed air, vapour, etc.) are necessary for work then the work may only be started after release by the Michelin project management.

7. CABLES AND LINES

Attention is to be paid to the following in order to prevent damages to cables and lines: Cables are in any case to be considered as live and may not be exposed to mechanical demands.

Suspended scaffolding for cables, cable protection and safety equipment may not be changed by the supplier without any order.

Walking on suspended cable racks or comparable brackets is prohibited.

If cables or lines are found in the ground during assembly work then the Michelin project management is to be informed immediately. The work in the vicinity of these cables is to be suspended until further instructions are given on the part of the Michelin project management.

Before the start of assembly work as well as before the pile driving of sheet pile walls, posts, anchoring, etc. the supplier must inform itself at the Michelin project management about the location of possible cables and lines existing in the ground. See also VDE 0105 1/7.83 Subclause 4.1.3: "Before the start of civil engineering work the person who is responsible for this work must obtain information about cable and line routes."

The supplier shall receive from Michelin, if necessary, a site plan with details about underground energy and other lines. The afore-mentioned work may only be carried out with the prior written consent of the Michelin project management. The approval declaration with site plan must be available at the assembly site. The supplier undertakes to announce its contents to all workers involved in the work and to pay attention that the conditions are complied with.

Changes to the method of work require a renewed agreement.

After removing the cable covering stones no pickaxes may be used any more in the direct area of the cables.

Civil engineering work in the area of high voltage cables outside of the working hours of the Michelin plant are to be reported to the Michelin project management at least 24 hours in advance.

They may only be started after their release.

All damages to cables by solvents and caustic liquids (acids, leaches, ammoniac, etc.) are to be avoided. It is prohibited from covering cables or lines with concrete.

First measures with the damage to a cable:

- Secure damaged location in a range of at least 10 m radius.
- Cable fires are only to be fought with dry fire extinguishers or with dry sand as far as possible.

8. ENVIRONMENTAL PROTECTION

8.1. General information

The supplier shall inform its employees based on the documents handed over to it about the plant-internal regulations and conditions concerning the subject of environmental protection.

The supplier has to ensure towards Michelin and third parties that all measures are taken at its costs in order to minimise disturbances by the execution of its work, e.g. noise, dust, vapours, exhaust gases, as far as possible.

In case of foreseeable, however unavoidable disturbances of all kinds the Michelin project manager is to be informed about the type and duration of the interference in time in advance.

8.2. Substances and preparations

The use of chemical substances and preparations is carried out by complying with the relevant laws, in particular the REACH and the GHS/CLP regulation and requires the prior consent of the safety department of the plant.

For this purpose the corresponding actual safety datasheets are to be made available to Michelin before the first use if applicable with exposition scenario within the meaning of Annex II of the REACH regulations in German as well as upon request in further languages under msds-germany@.michelin.com.

The supplier of products undertakes to inform Michelin immediately if a product delivered by it with more than 0.1 % of its mass contains one or more substances of Annex XIV of the REACH regulations or the list of candidates of the ECHA (substances of very high concern).

In case of significant changes the safety data sheet is to be sent to Michelin by the supplier immediately once again without a request by stating the date of the update. The safety data sheet is to be renewed by no later than after 5 years.

If it concerns substances or preparations which pose a danger to the employees of Michelin, third parties or the environment then special protective measures are if applicable to be agreed. This shall in particular apply to hazardous substances or substances which pose a danger to the water.

With the storage and handling of substances which pose a danger to the water the relevant statutory provisions are to be complied with. The storage of substances which pose a danger to the water or flammable substances is carried out by coordination with the safety department, which allocates a suitable storage location.

The supplier is responsible for all damages, which are suffered as a result of incorrect details in the binding declarations or because existing regulations were not complied with in the handling (packaging, shipment, storage, etc.) of hazardous goods as well as chemical substances and preparations.

8.3. Waste water

The supplier shall inform the safety department in writing about the upcoming occurrence of waste water before commencement of the work.

To be stated are:

- a. Quantity of waste water per hour
- b. Duration of the occurrence of waste water, e.g. workday, week, etc.
- c. Kind of water contamination (pollutants).

The discharge of substances which pose a danger to the water into the sewer is prohibited.

A qualified disposal is to be ensured.

The discharge of waste water into the storm sewer is prohibited.

8.4. Waste

The supplier undertakes to comply with the principles of the Michelin waste management:

- Waste is principally to be avoided.
- Unavoidable waste is to be recycled.
- Non-recyclable waste is to be disposed of environmentally-friendly.

It is the duty of the supplier to dispose of

- Waste from material deliveries, e.g. packaging (carton, wood, foamed polystyrene, etc.)
- Residues and waste, which are produced by the execution of the order (e.g. building debris, wood, coloured, metal, etc.).

The costs incurred for the afore-mentioned disposal shall be borne by the supplier.

It is the duty of Michelin to dispose of residues or waste, which is available with the commencement of the work in the working field of the supplier. The Michelin project manager is to be informed hereof immediately.

The costs incurred for this disposal shall be borne by Michelin unless otherwise agreed in an individual contract.

Substances which pose a danger for the water, which is located in the plants, containers, pipelines, etc. which are to be dismantled, must be transferred to a qualified disposal by the supplier.

The transport of waste in containers of Michelin shall only be carried out after the written agreement about the type and quantity with Michelin. A copy of the agreement is to be forwarded to the safety department of the plant.

9. USE OF THE COMPANY DOCTOR SERVICE OF MICHELIN

Employees of third party companies may use the company doctor service of Michelin in emergencies.