



***GENERAL TERMS AND CONDITIONS OF
PURCHASE POLAND
JANUARY 2020***

PURCHASING OPERATIONAL DIRECTION

General Terms and Conditions of Purchase

Michelin Polska S.A.

1. Contract.

1.1 The parties agree that the contract between Michelin Polska S.A., with the registered office at Olsztyn ("Michelin"), and third parties (an individual, a company or another entity), with which Michelin places orders ("Supplier") for purchase of goods and/or services and/or performing a specific piece of work ("Contract") shall include:

- (a) Michelin Purchase Order - drawn up as an electronic document and sent electronically to the Supplier ("Order");
- (b) these General Terms and Conditions of Purchase ("GTCP");
- (c) any other documents (or parts thereof) specified in an Order, including specimens, designs, specifications, plans, drawings, detailed agreements, blanket purchase agreements (BPA) and Order amendments;
- (d) Order Acceptance by a Supplier,

and if there are any discrepancies between documents which comprise the Contract, they will have precedence in the sequence specified above, subject to section 1.2 and 1.3.

1.2. The parties may exclude or change specific provisions of the GTCP by detailed contracts or blanket purchase agreements, which will then take precedence over these GTCP. Such contracts have to be executed in writing.

1.3. Should there be a discrepancy between these GTCP and any other documents or forms of communication between a Supplier and Michelin, these GTCP shall have precedence, unless they are amended in writing.

1.4. If the commonly applicable laws require that a contract in writing or otherwise must be concluded, Michelin and the Supplier shall conclude a relevant contract, taking into account all requirements regarding its contents and form as laid down in the law.

2. Accepting an Order.

2.1 An Order shall be regarded as accepted by the Supplier if one of the following conditions is fulfilled, whichever comes first:

- (a) the Supplier accepted the Order in writing or by electronic means, or
- (b) The Supplier has taken any action aimed at the Order execution.

2.2. The Supplier hereby confirms that the person taking actions as mentioned in section 2.1. above and during the term of the Contract is authorised to act for and on behalf of the Supplier as per the rules of representation applicable for the Supplier or in another, legally required way (e.g. power of attorney). At the same time, the Supplier shall inform Michelin each time an authorised person changes and shall submit the relevant documents.

2.3. Michelin may cancel or amend an Order before it is accepted by the Supplier, unless the Parties agree otherwise.

2.4 Blanket purchase agreements (BPA) do not require that an Order should be accepted by the Supplier.

3. Delivery.

3.1 A Supplier shall deliver goods or shall provide services to Michelin at a time and place specified in the Contract or in any amendments to it.

3.2 Unless specified otherwise, goods shall be delivered during business hours of the Michelin Technical Warehouse, i.e. between 7.00 a.m. and 2.00 p.m., whereas services shall be provided at times agreed upon with Michelin. In due time, the Supplier shall provide Michelin with all guidelines or other information which will enable Michelin to accept a delivery of goods and provision of services.

3.3 The date of delivery of goods and provision of services is a significant condition of each Contract and it is specified in the Order.

3.4 All goods shall be accompanied by the Order number, date and manner of shipment and detailed information on the goods delivered (including Michelin article codes on the Order overleaf). Unless agreed otherwise, all goods shall be dispatched to Michelin by road transport paid for by the Supplier (Incoterms DAP). Other conditions of a delivery may be specified in an Order.

4. Quality of goods and services.

4.1 Without prejudice to any other Michelin's rights or claims, the Supplier shall guarantee to Michelin that:

(a) the goods shall:

- i. comply in terms of the quantity, quality and description with the data specified in the Contract and they shall be properly packaged and secured;
- ii. be made properly and from the right materials;
- iii. be of satisfactory quality and suitable for the purpose for which they are required;
- iv. comply with the relevant EN standards, PL standards and with all regulatory requirements and regulations applicable to manufacturing and sale, valid on the day that they are ordered;

(b) services (pieces of work) shall:

- i. be provided by properly qualified and trained personnel with due diligence and precision as per the highest quality standards applicable in a given branch of services at the moment when they are provided;
- ii. be of satisfactory quality and suitable for the purpose for which they are required.

4.2 The Supplier shall at all times observe all legal and executive regulations applicable to the Contract, in particular the Labour Code (the law of 26 June 1974, Journal of Laws No. 24, item 141), the Civil Code (law of 23 April 1964 Journal of Laws No. 16, item 93), Directive of the European Parliament and of the Council No. 2009/104/EC of 16.09.2009 (OJ L 260/5 of 3.10.2009, called the Work Equipment Directive) and the Directive of the European Parliament and of the Council No. 2006/42/EC of 17.05.2006 on machines (OJ L 157/24 of 9.6.2006, called Machinery Directive), each time as subsequently amended.

- 4.3. Where, in connection with the Order fulfillment, the Supplier's admission and presence on the premises of the Michelin Plant is required, the Supplier shall comply with Michelin's internal regulations regarding safe behavior on the Michelin Plant premises arising from the Manual Funkcjonowanie firm zewnętrznych oraz Gości na terenie Przedsiębiorstwa Michelin Polska S.A. [Operating of third party companies and Guests on the premises of Michelin Polska S.A.], EP3_INS-000-003_OLS and other specific internal regulations, providing that they have been communicated to the Supplier.
- 4.4. Whenever these GCP apply to the provision of services, they shall also include the performance of a work.

5. Packaging.

All goods delivered to Michelin by the Supplier shall be packaged in a manner which guarantees the integrity of the goods and packaged as per Michelin's requirements (as long as they are agreed upon in the Order) with no extra charge and shall bear the number of the Michelin Order. If the packaging is returnable, it must be clearly labelled "returnable package", otherwise the package shall be regarded as unreturnable and its cost shall be included in the amount of the Contract.

6. Audit.

- 6.1 Before a dispatch, at a reasonable time agreed upon by the Parties, the Supplier shall provide a representative of Michelin with access to the Supplier's site or to other places in order to inspect, examine or test work in progress, records of work, materials procured for the purpose of manufacture to be carried out by the Supplier and completed goods.
- 6.2 The inspection, examination or testing carried out by Michelin as per sect. 6.1 above shall not release the Supplier from any responsibility under the Contract.

7. Guarantee. Contractual penalties.

- 7.1 Without prejudice to any rights or claims of Michelin, the Supplier shall, at the request of Michelin, at its own cost and within the shortest reasonable time, undertake to:
- (a) repair, replace or return (at Michelin's option) all goods that are, or become, defective during the period of:
 - iii. 12 months of the date of acceptance of the goods by Michelin, under a protocol; or
 - iv. 12 months of the date of delivery, unless an acceptance protocol was drawn up
 - in both cases where such defect occurs following proper usage of the good and it due to defective design, inadequate or faulty materials or workmanship, the Supplier's erroneous instructions as to use or any other actions or breach by the Supplier of any provisions of this Contract;
 - (b) re-perform or refund for the cost of faulty services within 24 months of the date of beginning of their provision or of the date of their acceptance by Michelin under a protocol of acceptance.
- 7.2 After the Supplier makes one of the commitments required under section 7.1 above, a repeated repair, replacement or repeated provision of services are subject to the obligations laid down in

section 7.1 for the period of 12 months after the date of delivering them, reinstalling or passing tests, whichever is appropriate after repair or replacement.

7.3. In the event of a delay in the delivery of goods or services or improper performance of the Contract, Michelin may demand that the Supplier pay contractual penalties for:

- (a) delay in the performance in relation to the agreed completion date or Completion Stage, providing that the Completion Stages have been agreed by the Parties, in the amount of 0.40% of the net price (net remuneration) of the Order or, respectively, the net price (net remuneration) corresponding to the Completion Stage, if defined, for each calendar day of delay;
- (b) delay in removing within the time limit agreed by the Parties defects described in the delivery or acceptance documents in the amount of 0.20% of the net price of the Order for each calendar day of delay in relation to the agreed date of delivery;
- (c) delay in removing within the time limit set by the Parties defects that become apparent within the Warranty or Guarantee period in the amount of 0.20% of the net price of the Order for each calendar day of delay in relation to the agreed date of delivery;
- (d) Michelin's withdrawal from the Contract in situations arising from point 11.1.

7.4 The maximum total amount of contractual penalties paid by the Supplier is 10% of the net value of the Order.

8. Acceptance of goods and services.

Acceptance of goods and services by Michelin shall be confirmed with a signature on documents of delivery or an acceptance protocol drawn up in the presence of the Supplier, with the exclusion that a quality control of the goods and/or services supplied within a reasonable time which will enable Michelin to inspect the goods or services and within a reasonable time after concealed defects of goods become apparent. Within the scope of services, the Supplier shall draw up collective protocols of service provision in monthly intervals or in other periods as specified in an Order.

The Parties consider it acceptable to prepare the documents referred to in this section in electronic form, in accordance with the requirements arising from these GCP, by persons authorized in the Order and responsible for the proper performance of the Contract.

9. Price.

9.1 The Contract price shall be the price specified in an Order and it shall be inclusive all payments for packaging, packing, carriage, insurance and delivery of goods and/or provision of services to Michelin and - if agreed - all taxes or import duties or other customs, fiscal or import charges paid by the Supplier (as per Incoterms specified in the Order).

9.2 In the event of any alternation of the Contract by Michelin which requires a revision of the Contract price, such a revision shall be negotiated by the Parties and the new Contract price shall be confirmed in writing to the Supplier by Michelin.

10. Inadequate performance of the Contract.

If goods and/or services provided by the Supplier are not delivered and/or performed in accordance with the Contract, Michelin shall be entitled - without prejudice to any other available remedies – to terminate this Contract by a written notice or withdrawal either:

- (a) in regard to all goods and/or services which had not been delivered/provided in accordance with the terms and conditions of the Contract at the time of such termination, or
- (b) in regard to all goods and/or services to which this Contract applies before its termination if goods delivered or service provided have been ineffectively replaced or repaired twice.

If the Contract is terminated, the Supplier shall return the unduly received remuneration.

11. Refusal to accept goods or services.

11.1. Without prejudice to any other Michelin's rights or claims, Michelin shall terminate the Contract:

- (a) and reject any goods which on inspection – during an audit under section 6 – are not to conform with the terms and the conditions of the Contract, within a period of 14 days from the inspection date;
- (b) in the event that a delay in the performance of the Contract exceeds 14 days, after prior Michelin's notification and a request to take action in an additional period of at least 14 days, after the expiry of this period.

11.2. If Michelin refuses to accept any goods under sect. 11.1, the Supplier shall, at his own expense and risk, remove all such goods from Michelin within the time period specified in writing by Michelin, which will not be longer than seven business days of receiving a notice of refusal to accept goods.

11.3. If the Supplier fails to remove any or all goods as per sect. 11.2, Michelin shall be entitled to return to the Supplier any or all rejected goods at the Supplier's risk and shall be reimbursed by the Supplier for the cost of transport by compensating against the amounts payable to the Supplier.

12. Invoicing.

12.1. In regard to the goods, the Supplier shall issue an invoice to Michelin on the date of delivery of all the goods as per the Order and the acceptance protocol or on any other agreed date and as specified in the Order.

12.2. In regard to the services, the Supplier shall issue an invoice to Michelin after all the services have been provided as per the Order and the acceptance protocol or on any other agreed date and as specified in the Order.

12.3. The Supplier shall mention the numbers of Michelin Purchase Orders on each invoice.

12.4. The price or prices specified on an invoice shall be net prices marked up by the amount of VAT, calculated as per the proper rate and written in accordance with the regulations valid as of the date of issuing an invoice.

12.5. Michelin shall require that the Supplier should not be in default of any payments of tax on its business activities. At Michelin's request, the Supplier shall present a certificate issued by the relevant authorities stating that the Supplier is not in default on payment of any public charges.

12.6. The Supplier undertakes to settle the tax on goods and services (VAT) on the sale of goods or services as per the Act on the Tax on Goods and Services of 11 March 2004 (consolidated text – Journal of Laws of 2018, item 2174, as amended), including the split payment mechanism, provided that the applicable provisions indicate its obligatory application or the use of the split payment mechanism has been adopted voluntarily.

In particular, the Supplier undertakes to correctly calculate the due VAT on the delivery to Michelin, report it to the competent fiscal office and make the relevant payment. Moreover, the Supplier declares that:

- a) it does not consciously participate in a VAT fraud,
- b) it exercises due diligence when selecting its suppliers or Subcontractors, to which it has proper evidence in its documentation,
- c) it has no knowledge on the participation of its suppliers or Subcontractors in any VAT fraud,
- d) should it get any suspicion of participation of its suppliers or Subcontractors in a VAT fraud, it shall immediately inform the Customer's Representative about it.

12.7. Not later than prior to receiving the Purchase Order from Michelin, the Supplier shall, in particular:

- a) provide its bank account details in accordance with the provisions of the Act of 6 March 2018 The Entrepreneurs' Law (consolidated text – Journal of Laws of 2019, item 1292, as amended);
- b) check whether the obligatory/voluntary application of the split payment mechanism in accordance with the provisions of the Act of 11 March 2004 on Tax on Goods and Services (consolidated text – Journal of Laws of 2018, item 2174, as amended) is applicable to the purchase;
- c) check whether the enterprise has the status of a micro, small, medium-sized or large entrepreneur within the meaning of Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ L 187, 26.6.2014, p. 1, as amended) and the Act of 8 March 2013. on combating excessive payment delays in commercial transactions (consolidated text – Journal of Laws 2019, item 118, as amended).

The Supplier is obliged to notify Michelin of any change in the status of the Supplier's enterprise in accordance with the criteria described above (points a-c) and/or resulting from laws in force applicable to the Supplier's business. In these criteria are not notified, the implementation of the Contract and payments will take place on the basis of the conditions previous communicated to Michelin, and all consequences related thereto shall be borne by the Supplier.

13. Payment.

13.1. The term of payment and the method of delivery of the invoice is specified each time it comes from Order.

13.2. For micro, small and medium-sized entrepreneurs, the payment term cannot be longer than 60 days.

13.3. For large entrepreneurs, the payment term cannot be longer than 120 days. If the Parties agree the term of payment longer than 60 days, the Supplier agrees to accept these payment date by expressing this date in the content of the Order and by accepting the Order in the manner specified in these GTCP. At the same time, the Supplier declares that the date set in this way is not grossly unfair to the Supplier, taking into account the premises specified in the Act of 8 March 2013 on combating

excessive delays in commercial transactions (consolidated text – Journal of Laws of 2019, item 118, as amended).

13.4. The payment term is counted from the day of delivery of the invoice issued in accordance with item 12 and applicable law in this respect. If the Supplier issues an incorrect or incomplete invoice, the payment term is counted from the date of delivery of a correctly issued VAT invoice (VAT correcting invoice). This does not impose an obligation to pay statutory interest or statutory interest for delay in commercial transactions.

13.5. The date of delivery of the invoice is the date of the registration of the invoice in a PDF file format on the Michelin platform indicated in the Michelin Polska Invoicing Guide. For paper invoices, the date of delivery of the invoice is the date of the registration of the invoice delivered to Michelin to the address indicated in the Michelin Polska Invoicing Guide.

13.6. Detailed invoicing rules are set out in the Michelin Polska Invoicing Guide that forms an attachment thereto.

13.7. Michelin has the status of a large entrepreneur within the meaning of Article 4(6) of the Act of 8 March 2013 on combating excessive payment delays in commercial transactions (consolidated text – Journal of Laws 2019, item 118, as amended).

14. Amendments to the Contract.

14.1. Michelin may at any time make changes to the following elements of an Order:

- (a) specimens, designs, specifications, plans, drawings and any other documentation which constitutes a part of the Contract;
- (b) method of goods transport;
- (c) method of goods packaging;
- (d) place of goods delivery, and
- (e) date and time of delivery.

14.2. The Parties shall agree on an amendment to an Order in advance. An amendment to an Order becomes effective at a moment when it is delivered to the Supplier by electronic means.

14.3. A Supplier shall never make any changes in the design or composition of the goods ordered without the permission of Michelin.

15. Materials.

15.1. All tools, patterns, samples, designs, drawings, documents and other information supplied by Michelin (“Materials”) shall remain the exclusive property of Michelin at all times. Michelin shall be entitled to demand at any time that Materials should be returned; in any event the Supplier shall return the Materials to Michelin upon completion of the Order to which they relate. The Supplier is permitted to use Materials solely only for the purpose of fulfilling its obligations under the Contract.

15.2. The Supplier shall not disclose the Contract or Materials or any part thereof to any third party unless it is necessary for the execution of this Contract. In such a case, such disclosure shall be

made in confidence and only insofar as it is necessary to execute the Contract. In each case, neither the Supplier nor its personnel or representatives shall disclose the contents of the Contract or any part thereof to any third party without the written consent of Michelin.

15.3. The Supplier shall not use Materials in any other way than to execute the Contract and it shall not produce any goods or parts thereof similar to goods supplied under the Contract for any other purpose.

16. Intellectual property rights.

16.1. All the intellectual property rights (copyright, patent rights, industrial property rights):

- (a) arising out of the provision of the services (including all elements of partial execution), such as databases, source codes, models, designs, advertisements and any other work outcome which constitute pieces of work, and
- (b) applicable to all goods which the Supplier designed or prepared for Michelin in any other manner, such as documentation, drawings, studies (including incomplete ones)

shall be the property of Michelin, except personal copyright or the inventor status. The Supplier shall be obliged to have the required rights transferred from its Representatives, Sub-Contractors, and Contractors with which it cooperates.

16.2. In regard to the foregoing, the Supplier declares that – as decided by Michelin not later than on the date of accepting goods or service – it shall assign all the copyright or it shall grant an unlimited licence on the subject of the Contract which constitutes a piece of work, in fields of exploitation which include in particular:

- (a) for recording and multiplication of the Documentation and materials - creating copies of documentation and materials with the use of any techniques, including print, reprography, magnetic or digital recording;
- (b) for handling the original or copies of the Documentation and materials - sale, lending, leasing out the original or a copy of the Documentation;
- (c) for distribution of the Documentation and materials in a way other than specified in the previous clause: public display, projection, as well as making the Documentation available publicly in a way which makes it possible to access the Documentation and materials at any time and place;
- (d) use and disposal of documentation and materials for a purpose for which it was prepared, as well as carrying out repairs, modernisation and regular maintenance of the subject of the Contract;
- (e) use and disposal of the Documentation in order to exploit, reconstruct, expand, build up, restore and for other enterprises of Michelin;
- (f) use and disposal of the Documentation and materials in order to make modifications and to obtain any decisions of public authorities necessary for the purpose for which Michelin has concluded this Contract;
- (g) making changes, modifications or adaptations of the Documentation and materials within the scope referred to above;
- (h) in regard to computer software: permanent or temporary multiplication of computer software, in whole or in part, in any manner or form, making and updating back-up copies, customising, use and distribution of databases, as long as they are databases

indicated by Michelin at the moment of accepting the piece of work under the Contract or a protocol of acceptance. Signing a protocol of acceptance in regard to the transfer of copyright or granting a licence shall be regarded as signing a separate contract under the applicable laws.

16.3. Transfer of the copyright (or granting a licence) shall not be limited in regard to the territory, with the right to further transfer the copyright in whole or in part and to transfer the ownership of a copy (carriers) and the consent of the Contractor to exercising the derivative rights by Michelin, as well as further exclusive consent to exercising the derivative rights by Michelin. A licence shall be granted for a period of 10 years, after which it shall transform into a licence for an indefinite period of time. The parties agree to a 5-year notice period for revoking a licence.

16.4 The remuneration paid to the Supplier shall include the remuneration for the transfer of copyright (or granting a licence) to a piece of work in all fields of exploitation as per the GTCP and additional stipulations made by the Parties, as long as they are agreed upon and made in writing.

17. Deduction.

The Supplier agrees to deduct the amounts arising from counterclaims of the Parties even if they arise from any another contract concluded with Michelin.

18. Indemnity.

The Supplier shall indemnify Michelin against all actions, suits, claims, demands, costs, administrative fines, tax liabilities (including additional tax liabilities), joint and several liability for tax obligations, fines, charges, damages, losses and expenses imposed on or incurred by Michelin and it shall compensate for all damages, costs, charges, penalties, tax obligations and other liabilities of Michelin to third parties and/or public administration bodies in connection with the following circumstances:

- (a) negligence or a willful acts or an omission of the Supplier, its employees, representatives, agents or contractors in regard to supplying, delivery and assembly of goods or provision of services;
- (b) damage done to Michelin as a result of the act or omission of the Supplier, its employees, representatives or subcontractors;
- (c) the breach by the Supplier of any provisions of the Contract;
- (d) the Supplier's violation of generally applicable provisions of law defining the conditions for conducting business activity and execution of transactions, including, inter alia, omission or incorrect application of the split payment mechanism, the Supplier's bank account number and its entrepreneur status;
- (c) all defect in workmanship, materials or design of the goods or their packaging;
- (d) any infringement or alleged infringement of the intellectual property right for or relating to the goods or the services unless such infringement has occurred directly as a result of any specification supplied by Michelin;
- (e) any non-compliance by the Supplier with the rules of occupational safety and health;
- (f) all responsibility arising from the Consumer Rights Act of 20 May 2014 (Journal of Laws of 2014, item 827, as subsequently amended) in regard to goods, and
- (g) any claim against Michelin arising out of an incorrect description of the goods by Supplier.

19. Advertising.

Without a prior written consent of Michelin, the Supplier shall not in any manner advertise or publicise the fact that the Supplier has contracted to supply Michelin the goods and/or services under the Contract.

20. Force majeure.

If the Michelin's process of manufacture (understood as the whole of activities) is stopped, delayed or impeded by a fire, flood, explosion, strike, lock-out or a protest in any form, war, military actions, riots, demands, government regulations or orders, failure or delay on the part of other supplier(-s) or suppliers or any other cause beyond the control of Michelin, Michelin may modify or cancel any Orders as regards such part thereof which has not been executed. In such event, Michelin shall not be held liable due to such modification or cancellation.

21. Non-competition clause.

The Supplier agrees to not sell goods (products, items) made to Michelin's specification to any third parties without the written consent of Michelin.

22. Hazardous goods.

22.1. Hazardous goods shall be labelled by the Supplier with International damage symbols and display the name of the material in Polish. The transport and other documents must include a declaration of the hazard and the name of the material in Polish. The goods must be accompanied by safety information in Polish in the form of written instructions, labels and markings.

22.2. The Supplier shall observe the requirements of all Polish and international regulations relating to the packaging, labelling and carriage of hazardous goods.

22.3. All the information that is known to the Supplier or accessible to it in a justifiable manner, concerning known hazards or such that may arise in transport, handling or use of the supplied goods, must be **communicated to Michelin immediately**.

22.4. The Supplier certifies that the goods supplied by it comply with the provisions of the Act on a ban on use of asbestos-containing goods of 19.06.1997 (Journal of Laws No. 101, item 628, as subsequently amended); in particular, the Supplier shall not bring asbestos to the territory of Poland, manufacture asbestos-containing goods, trade in such goods or in asbestos. The Supplier shall include in acceptance documents a statement that the goods supplied are free of asbestos.

22.5. The Supplier certifies that the goods supplied by it comply with the Regulation of the European Parliament and of the Council No. 1907/2006 of 18 December 2006 on Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) (OJ L 396 of 20.12.2006) and the Act on Chemical Substances and their Mixtures of 25.02.2011 (Journal of Laws No. 63, item 322, as subsequently amended). The Supplier shall provide Michelin with the latest MSDS and exposure scenarios for each chemical substance and mixture not later than upon the goods delivery, to the address: Compte-Fonction.MSDS-POLAND@michelin.com.

23. Termination of the Contract and insolvency.

23.1. Michelin shall be entitled to terminate the Contract with an immediate effect without being liable to the Supplier forthwith after the receipt of a written notice by the Supplier, if:

- (a) the Supplier presents a petition (files) or has a petition presented for dissolution of the company or convenes a meeting to pass a resolution on voluntary dissolution of the company, or if a compulsory administrator or a receiver has been appointed for the whole or part of its assets

- or liabilities, or if it has received a petition for appointing a compulsory administrator for the Supplier's company or if it convenes a meeting with creditors or compounds in any manner;
- (b) the Supplier discontinues or threatens to discontinue its business activities or the Supplier's activities pose a threat of insolvency;
 - (c) the Supplier is in material breach of its obligations under the Contract and fails to remedy the breach (when capable to remedy) within 30 days of receipt of notice from Michelin specifying the breach.
- 23.2. Michelin may cancel any Order or the part of the Contract related to them at any moment prior to the delivery by giving notice. In the event that Michelin exercise the rights to cancel in accordance with this Clause, Michelin's liability to the Supplier shall be pay for the cost to the Supplier of the work reasonably carried out by the Supplier or in relation to the goods or services reasonably incurred by the Supplier to a third party at the date of termination in relation to the manufacture an supply of the goods or services.
- 23.3. The exercising by Michelin of any right granted in sect. 23.1 shall not infringe on or affect any other right to raise claims which Michelin may have acquired earlier or may acquire later.

24. Ethical behaviour.

- 24.1. The Supplier hereby certifies that the Contract was concluded and it is being executed in compliance with all anti-corruption regulations and practices, and it declares that it would not take any actions or would refrain from taking any actions that - in its opinion – would result in a breach of any anti-corruption regulations.
- 24.2. The Supplier shall not, and it undertakes that its directors, employees, representatives, contractors or sub-contractors shall not engage in any actions, practices or behaviour which would constitute a violation of anti-corruption regulations.
- 24.3. The Supplier shall inform Michelin on any changes in the ownership and management structure of the Supplier's company and on the employees, representatives or contractors, if any, designated to execute the Contract with Michelin.
- 24.4. The Supplier shall not transfer its obligations under the Contract to a third party; this includes no assignment, transfer or subcontracting to any third party, without a prior written consent of Michelin.
- 24.5. The Supplier shall not employ Michelin's employees to execute the Contract. The term "employ" used in this clause denotes performance of work for the Supplier under a contract of employment, contract of mandate, a contract to perform a specific piece of work or another civil-law contract.
- 24.6. The Supplier shall seek to obtain the preliminary written consent of Michelin before incurring any costs non-specified in this Contract and resulting from the Supplier's involvement.
- 24.7. The Supplier shall observe all regulations concerning trade and embargo.
- 24.8. Michelin shall be entitled to conduct an audit of compliance of the Supplier's activities with the anti-corruption policy. The principles and mode of such an audit shall be specified in a separate contract.
- 24.9. In case of a violation of any of the provisions of Clause 24, Michelin shall terminate this Contract by a written notice with an immediate effect and it shall be entitled to withhold all payments. The

Supplier shall be obliged to remedy all damage arising from its violation of Clause 24 and to terminate this Contract with immediate effect for this reason.

25. Confidentiality.

- 25.1 Michelin and the Supplier shall maintain confidentiality of the Contract and all information arising from the execution hereof.
- 25.2 Information shall be understood to denote all information or data obtained in the course of cooperation of the Parties conducted as per Clause 1, not disclosed earlier by the Parties or third parties, associated with the activities of the Parties and entities in which they have or intend to have equity interest - indirectly or directly, including in particular commercial, technological and production-related information, financial projections, structure and costs of operation, except information which must be disclosed under the applicable laws and if the other Party provided written consent to such disclosure.
- 25.3 The parties make a mutual commitment to not disclose information to third parties in any manner except when such information has to be disclosed under the applicable laws or in connection with court or administrative proceedings in which a Party participates or if information is disclosed upon the written consent of the Party concerned.
If either Party is obliged to disclose information in any of the situations mentioned above, it shall immediately inform the other Party about it.
- 25.3. The obligation to maintain confidentiality of information that a Party acquired during the term of the Contract shall last indefinitely, regardless of the expiration of the Contract.
- 25.4. The responsibility for maintaining confidentiality also covers actions of employees and other individuals cooperating with the Parties.
- 25.5. The Parties undertake to take relevant measures in order to protect information received from the other Party from its unauthorised disclosure.
- 25.6. The Supplier shall return all information received or delete it each time Michelin demands it.
- 25.7. In case of a violation of any of the provisions of Clause 25, Michelin shall terminate the Contract by a written notice with an immediate effect. The Supplier shall be obliged to remedy all damage arising from its violation of Clause 25 and termination of the Contract with an immediate effect for this reason.
- 25.8. The Parties declare that they observe the rules of personal data protection as per applicable laws, i.e. the Personal Data Protection Act of 29 August 1997 and the Directive No. 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and, beginning on 25 May 2018, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, and on the free movement of such data, and repealing Directive 95/46/EC, and regulations that will be issued on its basis.
- 25.9. If any personal data is processed in connection with concluding of the Contract on the basis of these GTCP, the Parties shall apply rules laid down in a separate contract.

26. General provisions.

- 26.1 Accepting an Order by the Supplier in a manner specified in these GTCP shall also mean that the Supplier has reviewed the GTCP that are valid as of the date of accepting the Order and that it accepts all of them. The GTCP valid as of the date of acceptance of an Order shall apply to the Contract.
- 26.2 GTCP are available on-line – the link on the website <https://purchasing.michelin.com/en/document-area/> The fact that the GTCP are accessible to the Supplier on-line makes them binding to all the parties in all contracts concluded.
- 26.3 Michelin shall make the current version of GTCP available to the Supplier each time they are changed.
- 26.4 The Supplier ensures that Orders shall be accepted only by an authorised person as per representation of the given entity or by another person authorised by the Supplier. Michelin assumes that a person who accepts an Order has been authorised by the Supplier to conclude a Contract and to make further declarations of will and to take actions in the course of execution of the Contract.
- 26.5 A contract and all other declarations, information, agreements and actions are taken by the Parties by electronic means (e-mail, on-line); they shall be valid only when having the document form.
- 26.6 Whenever the GTCP or laws require that a contract should be concluded or that any written declaration or contract should be produced, such a contract (declaration of honour) shall be valid only if made in writing.

27. Final provisions.

- 27.1 Contracts concluded under these GTCP shall be governed by, and construed in accordance with, Polish law. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April 1980.
- 27.2 If any of the provisions of these GTCP becomes invalid by virtue of law, the other provisions, except for the final provisions, shall be binding on the parties.
- 27.3 Any legal disputes arising from the concluding and execution of the Contracts (including in connection with these GTCP), shall be submitted for settlement to competent Polish courts with jurisdiction over the seat of Michelin Polska S.A.

28. The Appendices.

28.1. The purpose of the proper implementation of the obligation arising from art. 14 paragraph 1 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR"), Michelin hereby informs Supplier and the Supplier is obliged to provide its employees or other persons dedicated to contact with Michelin for the purpose of implementing the Agreement ("Contact Person") in a manner enabling the following information clause to be read:

INFORMATION CLAUSE

1. The Data Controller of your personal data is: Michelin Polska S.A., with its registered office in Olsztyn, ul. Leonharda 9, 10-454 Olsztyn, Poland ("**Controller**"); Data Protection Officer: kontakt_iodo@michelin.com.
2. Your personal data will be processed in accordance with the Personal Data Protection Act of 10 May 2018 (Journal of Laws 2018.1000 of 24 May 2018). Any data processing by the Controller will also comply with the GDPR on the basis of legitimate interests pursued by the Controller. Your personal data has been provided by your employer / provider for the purposes of performing the contract between Controller and your employer / provider.
3. We will process your personal data because you are the Contact Person for us at our provider or potential provider. Therefore, we will process your data to contact you in current matters, including the performance of a contract between us and your employer/ provider that you represent, submit offers, receive orders, answer questions.
4. Your personal data will be processed by Controller for the duration of the contract referred to in point 2 above. Your personal data may also be processed later, i.e. until the expiry of the limitation period for any claims arising from the contract or until an objection is lodged.
5. Your personal data will be processed on the basis of article 6(1)(f) GDPR i.e. data processing is necessary for purposes arising from legitimate interests pursued by the Controller, such as the possibility of ongoing contact with the Controller's suppliers (i.e. their employees / recipients) for the proper performance of the contract.
6. Controller will process only categories of personal data necessary for contact in order to properly implement the contract, i.e. the following categories of data:
 - name and surname
 - details of the entity on whose behalf you may act,
 - official position,
 - business contact details (phone number, email address).
7. Personal data may be transferred to data processors used by the Controller, including but not limited to external agencies and Michelin Group companies, where such processing by data processors is carried out under a contract with the Controller and exclusively as instructed by the Controller, and provided that the necessary security measures are in place.
8. Personal data may not be transferred solely to recipients in countries outside the European Economic Area, subject to the sentence below.
Personal data may be transferred for processing to other entities in the Michelin Group in compliance with the requirements described in the Group's Binding Corporate Rules, which must be complied with by all Michelin Group companies.
9. The Data Subject has the right to access and to request rectification, erasure or restriction on processing of personal data and has the right to object.
10. The Data Subject has the right to lodge a complaint with a regulatory authority in charge of personal data protection, which is the President of the Office for Personal Data Protection.
11. The Data Subject will not be subject to a decision based solely on automated processing.

28.2. **The Michelin Polska Invoicing Guide** is available on-line – link on Website <https://purchasing.michelin.com/en/document-area/>. The fact that the GTCP are accessible to the Supplier on-line makes them binding to all the parties in all contracts concluded.