

1. General

- a. Where in these terms and conditions reference is made to "All Tyre", reference is made to the private limited company incorporated under the laws of the Netherlands "**All Tyre International B.V.**" with its corporate seat in Best, the Netherlands, listed in the Commercial Register of the Chamber of Commerce under number 50320327.
- b. The other party to the transactions with All Tyre to which these terms and conditions of purchase apply will hereinafter be referred to as "the other party".
- c. Where in these general terms and conditions of purchase reference is made to "contract" or "contracts", this includes written instructions, a purchase order, order confirmation or order from All Tyre.

2. Applicability

- a. The following terms and conditions of purchase apply to all offers from All Tyre and contracts between All Tyre and the other party, unless the parties have expressly agreed otherwise in writing. The following terms and conditions also apply to contracts in respect of which All Tyre engages the services of third parties in order to perform them.
- b. Deviating terms and conditions, including the terms and conditions of sale of the other party, are expressly rejected by All Tyre, unless the parties have expressly agreed otherwise in writing.
- c. Verbal agreements and/or promises are only binding on All Tyre if All Tyre has confirmed them in writing to the other party.
- d. If All Tyre enters into a contract with the other party on more than one occasion, these general terms and conditions apply to all subsequent contracts regardless of whether these terms and conditions were specifically declared applicable.
- e. All contracts with All Tyre are deemed to have been formed where All Tyre has its corporate seat, both when it comes to the performance of the contracts and the payment. For the performance of these contracts and the consequences thereof, the office of All Tyre is explicitly and solely chosen as its address for service.
- f. If one or more of these terms or conditions are voided, the other terms and conditions remain in full force. Furthermore, All Tyre is entitled at all times to replace a voided term or condition with another with the same purport that is not subject to being declared void.

3. Offers, contracts and prices

- a. Changes to the contract must be made in writing. Verbal agreements discussed over the phone will be binding only when confirmed in writing.
- b. Each change to a contract will only be valid when All Tyre has confirmed it in writing.
- c. Unless otherwise agreed in writing, the other party is not entitled to make partial deliveries.
- d. The other party needs the prior written permission of All Tyre before transferring the supply of goods or the provision of services to a third party. Even after All Tyre has agreed to this transfer, the other party remains responsible and liable for the correct performance of its obligations under the contract.

4. Delivery period

- a. The delivery period is to be regarded as a strict deadline. It starts on the date of the contract and is binding on the other party.
- b. If the other party fails to make the delivery within the agreed period, it will be liable to All Tyre for this failure. Upon expiry of the agreed delivery period, the other party will be in default by operation of law, without any prior notice of default being required. In that case, All Tyre is entitled to cancel the contract, as a result of which the contract will be terminated

out of court, without All Tyre being liable to pay the other party any compensation. In the event the situation occurs as referred to in the preceding paragraph, the other party will be liable to All Tyre for all damage and/or loss suffered by All Tyre as the result of the out-of-court termination of the contract.

5. Delivery

- a. The goods must be delivered by the other party at the place indicated by All Tyre CIF (Cost, Insurance and Freight) in accordance with Incoterms 2010 (issued by the International Chamber of Commerce in Paris (ICC)), unless the parties have agreed otherwise in writing. If the parties have chosen delivery conditions that deviate from those mentioned in the first sentence, the conditions as set out in Incoterms 2010 - either specified with the letter combination used as abbreviation in Incoterms 2010 or specified with the full names used for them in Incoterms 2010 - will also apply to the delivery method chosen by the parties. The delivery conditions are interpreted in accordance with Incoterms 2010, unless Incoterms 2010 are varied from in these general terms and conditions or in the contract between All Tyre and the other party.
- b. On the day on which the goods are dispatched, the other party must send All Tyre a detailed notice of dispatch, separately from the goods and the invoice. The goods must be accompanied by a delivery note and a packing slip. If the goods are shipped, the shipping documents and the invoice must mention the name of the shipping company and the name of the ship. The other party must print the full order number and delivery address as indicated by All Tyre on all dispatch notes, delivery notes, packing slips, consignment notes and invoices, as well as on the outside of the packaging of the goods and elsewhere, where applicable.
- c. The other party is liable for any damage and/or loss that is the result of the failure to comply with the conditions set out in this article and must pay any costs incurred as a result thereof.
- d. Any consignment that All Tyre cannot take receipt of because the provisions set out above have not been complied with will be stored at the expense and risk of the other party. All Tyre is entitled to check the contents and condition of those consignments.

6. Warranty, liability and notice of defects

- a. The other party warrants that its goods and/or services are free of rights of third parties and defects that may reduce their value or affect their usability, that they have the agreed and warranted properties, that they are suitable for the purpose specified in the contract, that the goods and/or services comply with all specifications and indications mentioned, that they comply with the requirements of generally accepted technical standards, that the goods come with a notice of the manufacturer or the party that markets them, that they come with and are accompanied by all documents requested by All Tyre, regardless of when All Tyre requested those documents and that they comply with all applicable, most recent requirements laid down in statutory and other rules applicable in the Netherlands as well as in European and international legislation and furthermore with all applicable specifications and regulations, such as, but not limited to those in the area of safety, the environment, working conditions and the protection of employees and the prevention of accidents.
- b. The other party must obtain all licences and permits that are required in the country of origin.
- c. If the goods or services delivered do not comply with any requirement, the other party will be liable for that and All Tyre will be free to require the repair of the defect or the delivery of goods without defects or to terminate the contract without any prior notice of default and without court intervention and/or to recover the damage and/or loss incurred from the other party (and to set off the damage and/or loss with any amount due to the other party), without All Tyre being liable to pay the other party any compensation.
- d. The warranties of the other party must also cover all goods and services that have been manufactured and/or delivered to All Tyre by third parties on instruction of the other party.
- e. If the other party is notified of a defect, the warranty period must be extended with the time that passes between that notice and the repair of the defect. If the good or service delivered by the other party is replaced in its entirety by a new good or a new service, the warranty period must start again; if the good or service is partly replaced, the warranty period must start again for the new parts.
- f. Goods or services to which a complaint under the warranty refers will remain at the disposal of All Tyre until replacement goods have been delivered, after which they become the property of the other party.

- g. All Tyre is entitled to remedy the defect itself at the expense of the other party or to use one of the other rights to warranty. The acceptance by All Tyre of the delivery of goods or services of the other party does not release the other party from its obligations under the warranty.
- h. The other party indemnifies All Tyre against all claims of third parties that are related to the contract between the other party and All Tyre and that are related to the goods and services delivered by the other party to All Tyre. Furthermore, the other party indemnifies All Tyre against all claims regarding product liability and claims that result from the law on product liability if the defect that gives rise to the claim is caused by the goods and/or services delivered by the other party or any supplier of the other party. In the event of claims of third parties as mentioned above, in addition to its right to claim specific performance, All Tyre is entitled to discontinue the performance of the contract with immediate effect, without any prior notice of default, and to terminate the contract with the other party with immediate effect without court intervention, without being liable to pay the other party any compensation and without prejudice to All Tyre's right to recover all damages, interest and costs from the other party.

7. Compliance with statutory regulations

- a. The other party undertakes towards All Tyre to comply in all its activities and relationships with all relevant laws and regulations that prohibit, prevent and penalize acts of corruption and related criminal or delictual acts or other criminal and terrorist activities.
- b. The other party warrants that (i) none of the goods delivered and services provided, including all parts, components and raw materials, are produced, delivered or provided, wholly or partly, in breach of any applicable trade or economic sanction, export control, embargo or similar statutory order or prohibition, regulation, rule, measure, limitation, licence, including but not limited to those of the European Union, Switzerland, the United States and the United Nations (hereinafter the "Sanction Regulations"), or that (ii) none of the third parties engaged in the production of the goods and the provision of the services (such as auxiliary persons, suppliers or subcontractors) come under any applicable Sanction Regulations.
- c. If any doubts arise at any time on the part of All Tyre about the performance by the other party of the provisions set out in a. and b. of this article, All Tyre is entitled to consider the contract(s) concluded between All Tyre and the other party terminated without any prior notice of default (and without All Tyre being obliged to conduct further inquiries) and/or to terminate current contract negotiations with immediate effect without All Tyre being liable to pay the other party any compensation.

8. Insurance

- a. Transport insurances are the responsibility of the other party in every case and will always be at its expense.
- b. The other party must take out a third-party liability insurance that covers any damage and/or loss caused by or in relation to the goods or services supplied by it or any property belonging to the it, its employees or third parties engaged by it. At the request All Tyre, the other party must submit all documents in which the amounts insured per event are mentioned.

9. Provision of services

- a. These general terms and conditions of purchase also apply to the provision of services. In addition to all other provisions set out in these general terms and conditions of purchase, the following provisions of this article will apply to the services that the other party provides to All Tyre.
- b. The other party must comply with the delivery dates for the services that are specified in the contract or have been notified to the other party by All Tyre.
- c. In the event of the provision of services, the other party must:
 - (1) cooperate with All Tyre and comply with all instructions of All Tyre with regard to all aspects related to the services;
 - (2) provide the services with the utmost care, skill and dedication in accordance with the best practices in the industry, occupational group or trade sector of the other party;
 - (3) deploy employees who are sufficiently qualified and experienced for the performance of the tasks assigned to them and deploy a sufficient number of employees to ensure that the obligations of the other party are complied with;
 - (4) provide all tools, equipment and vehicles and other things that are required for the supply of the services;

- (5) use goods, materials, standards and techniques of the best quality and ensure that all goods and materials provided or used with the services or that are transferred to All Tyre are free from defects in workmanship, installation and design;
- (6) obtain and maintain all necessary permits and permissions and comply with the applicable laws and regulations at all times;
- (7) comply with all health and safety regulations that apply in any of the branches of All Tyre.

10. Place of performance

Unless otherwise agreed in the contract, the place of performance will be the place of delivery specified by All Tyre.

11. Invoice and payment

- a. Unless otherwise indicated, all prices are expressed in euros. The agreed prices are inclusive of any value added tax (VAT), any other taxes or levies, import duties, transport costs, insurance costs and other costs due, unless otherwise agreed in writing. The invoices of the other party must be sent, separately from the goods, to the invoice address or email address mentioned in the contract.
- b. The prices agreed between All Tyre and the other party are fixed and cannot be changed by the other party, unless All Tyre explicitly agrees to that in writing.
- c. Payments by All Tyre will be made within sixty (60) days after receipt of the invoice in question, unless otherwise agreed in the contract in question. After expiry of the agreed term, All Tyre must pay the other party interest on the outstanding invoices only after it has been given notice of default by the other party upon expiry of the term, in which All Tyre is required to pay the outstanding amount within 14 days and it does not pay the amount due within these 14 days.
- d. All Tyre is entitled to set off the amounts that are due and payable by the other party - which also include claims for damages - with the amounts due and payable by All Tyre to the other party and/or to suspend its payment obligations to the other party without any prior notice of default if the other party at any point fails in the performance of its contractual obligations towards All Tyre. All Tyre also has the rights mentioned in the preceding sentence if the payment obligations (including the liability for compensation) and/or contractual obligations of the other party relate to other orders or deliveries than those to which the payment obligations of All Tyre refer.
- e. Payment does not affect the warranty obligations of the other party or the right of All Tyre to submit a complaint.

12. Documents and confidentiality

- a. All equipment and tools, drawings, standards, directives, analysis methods, recipes and other documents that All Tyre has made available to the other party for the goods to be delivered and their manufacturing or the services to be provided, as well as such documents drafted by the other party in accordance with special instructions of All Tyre, remain the property of All Tyre and the other party is not allowed to use them for any other purpose, reproduce them or make them available to third parties. At the request of All Tyre, the other party must immediately hand over these copies and all copies and duplicates thereof to All Tyre or destroy them at the request of All Tyre. All Tyre retains title to the intellectual property rights to all documents as referred to in the first sentence of this paragraph that it provides to the other party.
- b. The other party must regard the request for an offer and the contract and all related work as a trade secret and treat them confidentially. The other party is liable for any damage and/or loss suffered by All Tyre that is attributable to the failure of the other party to comply with one or more of these obligations.
- c. The other party is obliged to impose the same obligations on its employees and/or third parties engaged in the performance of the contract.
- d. The other party must provide All Tyre with all documents that are necessary for or connected with the goods and services to be delivered without this affecting any warranty or other obligation of the other party.
- e. The other party must provide All Tyre in due time, free of charge and without prior request, with all documents that All Tyre needs for the use, storage, transport, operation, commissioning, inspection, maintenance and repair of the goods and services supplied.
- f. Whenever All Tyre specifies standards and regulations, the most recent version applies.

13. Intellectual property rights

- a. The other party grants All Tyre a perpetual, irrevocable, worldwide and transferrable user right with regard to any intellectual property rights to the goods and/or services supplied by the other party. This user right also includes the right to grant such a user right to customers or potential customers or other third parties with whom All Tyre maintains a relationship and/or to whom All Tyre supplies goods or services in connection with the operation of its business.
- b. All intellectual property rights that arise as the result of the performance of the contract by All Tyre and the other party, its employees or third parties that the other party has engaged in the performance of the contract, will be vested in All Tyre. The other party will do everything that is necessary for All Tyre to acquire these rights.
- c. The other party is liable for any infringements of patents, licences and property or other rights of third parties that may be the result of the delivery or the use of the goods and/or the provision of services by the other party to All Tyre. Any fee for licences must be paid by the other party and/or be reimbursed by the other party to All Tyre if All Tyre must pay these fees. The other party indemnifies All Tyre against claims of third parties with regard to that which is mentioned in this paragraph.

14. Advertising materials

The other party is not allowed to include in its information or advertising material or on its websites any reference to its commercial relation with All Tyre, unless All Tyre has given its permission in writing.

15. Termination

- a. Without prejudice to all other rights that All Tyre has, All Tyre is entitled to terminate the contract with the other party, wholly or partly, without any prior notice of default being required and without being liable to pay any compensation, if:
 - the other party fails to perform an obligation under the contract;
 - a petition for the bankruptcy of the other party is filed or the other party is declared bankrupt or has applied for a suspension of payments;
 - the business of the other party is or will be discontinued, wound up or transferred;
 - permits of the other party that are necessary for the performance of the contract are or may be revoked;
 - attachment is levied to an important part of the assets of the other party; or
 - a garnishee order is issued against All Tyre on assets of the other party that All Tyre is in possession of.
- b. All amounts that the other party may owe All Tyre in the events mentioned above will be immediately due and payable in full and All Tyre will be entitled to recover any damage and/or loss, including the lost profit, from the other party.

16. Transfer

All Tyre is entitled to transfer its rights and obligations under the contract to a third party. Through this provision, the other party grants All Tyre its permission to do so, in advance, and will cooperate in this transfer where necessary. The other party may only transfer its rights and obligations under the contract to a third party with the prior written permission of All Tyre.

17. Processing of personal data by the other party

- a. If the other party processes personal data, the other party warrants that it will comply with the General Data Protection Regulation (hereinafter: GDPR) and ensure a suitable protection level at all times. The other party undertakes to keep the personal data processed in connection with the contract (hereinafter 'Personal Data') only for the time necessary and not to provide them to third parties, unless the other party is obliged to do so by the law or by a court decision.
- b. As soon as a Personal Data breach occurs, has occurred or may occur, the other party is obliged to immediately inform All Tyre thereof, however no later than 24 hours after this is discovered.
- c. The other party indemnifies All Tyre against all claims from third parties, on any account whatsoever, if those claims are related to the processing of Personal Data by the other party as well as against any penalties imposed by a regulatory authority that are attributable to the other party.

18. Processing of personal data by All Tyre

- a. All Tyre processes the personal data of the other party based on the GDPR. Pursuant to this regulation, All Tyre must base the use of the personal data of the other party on one of the grounds included in Article 6 GDPR. Based on this article, it is allowed, among other things, to process such data for the formation or performance of a contract or for the purposes of a legitimate interest or compliance with a legal obligation. All Tyre processes the data of the other party first of all for the formation or performance of the contract, but it may also use the data of the other party for the other two grounds.
- b. All Tyre processes the personal data provided by the other party for the following purposes: I. to assess and accept the other party, to enter into and perform contracts with the data subject and to settle payments; and/or II. to make analyses of personal data for statistical purposes; and/or III. to carry out marketing activities, whether targeted or not, to establish a relationship with a data subject and/or maintain or expand a relationship with a party to a contract with All Tyre; IV. to guarantee the interests of All Tyre, insofar as applicable, including the combating, prevention and detection of conduct, whether criminal and/or punishable or not, that may harm All Tyre's interests; V. to comply with statutory obligations.

All Tyre stores the data only for as long as necessary for one of these purposes or as prescribed by law.

- c. All Tyre may engage one of the external service providers from its network in the performance of the order. To that end, it may be necessary to provide personal data of the other party. If All Tyre transfers data to external service providers for the performance of the contract, these service providers are also bound by the statutory regulations for the protection of data and the provisions in this privacy notice. The data of the other party will not be transferred to any other third party.
- d. The other party is entitled to access the personal data held about it, to change its personal data or to have them removed, if this is not impeded by statutory provisions and/or if the data are not necessary for the proper performance of the contract. To this end, the other party must submit a request in writing or by email, accompanied by a copy of a valid passport, driving licence or other identity document, addressed to the Data Protection Officer of All Tyre.
- e. All Tyre protects the personal data of the other party as best as it can, taking into account the technical and organisational possibilities, to avoid unauthorised and improper use of personal data. Only authorized employees will have access to personal data and only insofar as necessary for the performance of their duties.

19. Applicable law

- a. All contracts between All Tyre and the other party and related acts, whether legal acts or not, such as offers, deliveries and the like, are exclusively governed by Dutch Law, also if an obligation is performed wholly or partly abroad or if the other party resides abroad.
- b. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (which entered into force on 1 January 1991) is explicitly excluded for transactions with a party to the contract who is based abroad.

20. Court with jurisdiction

Any dispute between All Tyre and the other party in connection with or as a result of any contract between them will be settled exclusively by the Dutch courts, whereas the court of Oost-Brabant will have jurisdiction in the first instance to hear such a dispute and settle it, without prejudice to All Tyre's right to apply to the court with jurisdiction in the place where the other party resides.