

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 of All Tyre to the transactions to which these general terms and conditions (of sale) refer will hereinafter be referred to as the "buyer".

2. Applicability

- a. The following terms and conditions (of sale) apply to all offers of All Tyre and the contracts between All Tyre and the buyer, 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 purchase of the buyer, 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 buyer.
- d. If All Tyre enters into a contract with the buyer 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 expressly and solely chosen as its address for service.
- f. If one or more of these terms and 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. All offers of All Tyre are subject to contract and can only be regarded as an invitation to make a further offer. This only changes if the offer specifies a term for acceptance.
- b. An order placed by the buyer will not be binding on All Tyre until it has confirmed the order to the buyer in writing without any reservation or until it has started to fulfil the order. Verbal promises made by or agreements with the employees of All Tyre will not be binding until All Tyre has confirmed them in writing. All Tyre is entitled to reject an order placed by the buyer without giving reasons or to attach further conditions to the order, including the condition that the order must be paid in advance, wholly or partly. All Tyre is also entitled to attach further conditions to an order already accepted by it (whether or not in writing) without giving reasons, including the condition that the order must be paid in advance, wholly or partly.
- c. The prices given by All Tyre are net prices, unless expressly agreed otherwise in writing, therefore *exclusive of* additional costs and/or charges such as any VAT due, any other taxes, import duties, transport costs, insurance costs and any other costs. If the additional costs and/or charges referred to in the preceding sentence are charged to All Tyre, All Tyre is entitled to pass on these costs to the buyer.
- d. The buyer may only claim a discount if this is explicitly agreed with All Tyre in writing.
- e. If after acceptance of the order circumstances arise that affect the cost price, such as changes in the prices of raw materials, wages, exchange rates, import duties, transport costs, taxes and the like, All Tyre is entitled to pass on these price changes to the buyer. For goods that All Tyre sells for future delivery or on a call-off basis and for goods that All Tyre has not in stock or has only partly in stock on receipt of the order, All Tyre is entitled to charge the buyer the prices applicable at the time of delivery without any prior notice, regardless its earlier order confirmation.
- f. If after acceptance of the order the buyer gives notice of any changes and All Tyre cannot agree to these changes or if the buyer does not accept the further conditions to be set by All Tyre as mentioned in 3b. of these general terms and conditions or if the order is cancelled by the buyer wholly or partly, all costs already incurred by All Tyre as well as the amount of the loss of profits and other damage and/or loss will be at the expense of the buyer. Furthermore, All Tyre will

be entitled in all the cases mentioned in the preceding sentence to cancel the order out-of-court, without any prior notice of default being required and without All Tyre being liable to pay any compensation to the buyer. In the event of cancellation by the buyer, the buyer will also be liable to pay All Tyre an immediately payable penalty which is not subject to mitigation in the amount of 50% of the total amount of the order plus VAT (where applicable), without prejudice to All Tyre's right to claim full compensation for the costs and damage and/or loss mentioned above from the buyer. Furthermore, in the event of a cancellation, All Tyre is entitled to set off any advance payment due by the buyer against the penalty and/or damage and/or loss suffered by All Tyre.

- g. Insofar as All Tyre depends on factories or other suppliers for its deliveries, either for the total of the delivery or a part thereof, or for the raw materials to make the deliveries and it has to accept the cancellation of the orders by one or more of its suppliers, it is entitled to cancel the orders placed with it out of court, without any prior notice of default and without being liable to pay the buyer any compensation.

4. Delivery

- a. Delivery periods (dates and times) are approximate only. Delivery periods, even when mentioned on offers, orders and/or delivery documents or on any other document, can never be regarded as strict deadlines. Any failure to meet the delivery period therefore does not entitle the buyer to terminate the sales contract and/or give the buyer any right to compensation.
- b. Delivery is made by transport by road FCA (Free Carrier) and by transport by ship FOB (Free On Board) in accordance with the conditions set out in 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 it 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 the Incoterms 2010 are varied from in these general terms and conditions or in the contract between All Tyre and the buyer.
- c. All Tyre is entitled to charge the buyer an advance amount not exceeding the amount of the order. The delivery period specified in the contract will not start until the advance payment has been received in the account of All Tyre.
- d. The delivery period specified in the contract will not start until the buyer has provided All Tyre with all the data and/or documents and/or information necessary for delivery.
- e. Orders must be taken delivery of within the periods determined in the contract. All Tyre is entitled to make partial deliveries and to send a separate invoice for each partial delivery. For the purposes of these general term and conditions, each partial delivery is regarded as an independent transaction with all corresponding legal consequences. All Tyre is entitled to engage third parties for the fulfilment of the order, if it deems this to be desirable and/or necessary. The buyer is obliged to accept each partial delivery forthwith.
- f. The buyer is obliged to directly take possession of the goods purchased that are offered for delivery by or on behalf of All Tyre. If the buyer does not take possession of the goods offered for delivery, the delivery will nevertheless be deemed as having been completed and the payment terms of the order in question remain unchanged. All Tyre is entitled to store the goods not taken possession of by the buyer at the expense and risk of the buyer and to sell these goods to another party if the buyer does not take possession of the goods within 14 days. Any damage and/or loss suffered by All Tyre in the event of resale will be entirely at the expense of the buyer.
- g. As for their number, weight, type, dimensions, brand and other particulars and/or specifications, the goods are deemed to have been shipped in accordance with the data specified in the shipping documents.
- h. If the delivery is delayed or held up at the request of the buyer or its authorized representative, All Tyre is entitled to charge the buyer 1% of the invoice amount per month for the storage of the goods to be delivered.
- i. In the sale to third parties of the goods delivered by All Tyre to the buyer, the buyer undertakes to sell and deliver these goods giving the full specifications indicated by All Tyre and furthermore without making any change, whether physical or not, to the goods delivered by All Tyre. If the buyer acts contrary to the first sentence of this paragraph, the buyer will be liable to pay All Tyre an immediately payable penalty equal to the total amount of the order (exclusive of VAT) under which the goods in question were delivered by All Tyre to the buyer, without prejudice to All Tyre's right to claim compensation for the damage and/or loss suffered as the result of the acts of the buyer in contravention with this agreement.

5. Warranty

- a. All Tyre warrants the reliability of the goods delivered by it. If goods are defective, they will be replaced with reliable goods. In that case, the buyer is obliged to return the defective goods subject to the provisions set out in article 6b of these terms and conditions, in default of which the claims of the buyer under the warranty will lapse. If no reliable replacement goods can be delivered, instead of replacement All Tyre can credit the buyer for the price originally charged for the goods. All Tyre does not give any further warranty.
- b. The warranty referred to in a. for the goods delivered by All Tyre is limited to manufacturing defects and the warranty period is one month starting from the day on which the risk with regard to the goods delivered by All Tyre passed to the buyer, unless the parties have agreed otherwise. Any damage and/or loss and/or defect to the goods that is the result of improper or negligent use, a use that differs from the normal use, vandalism or any other outside cause or that is the result of normal wear is not covered by the warranty.
- c. The buyer cannot invoke the warranty referred to in a. if he has not complied or not fully complied with his obligations under the contract.
- d. Any claim of the buyer under the warranty will lapse if the buyer has work or repairs done by third parties to the goods delivered by All Tyre without the permission of All Tyre.

6. Defects/Complaints

- a. On delivery, the buyer must verify if the quality, composition, quantity, weight, type, dimensions, brand and other particulars and/or specifications of the goods delivered are in accordance with the corresponding agreements between the parties. Complaints with regards to defects and/or deviations regarding the composition, quantity, weight, type, dimensions, brand and other particulars and/or specifications of the goods delivered by All Tyre must be noted by the buyer on the consignment note/packing slip or other documents that are relevant in connection with the delivery of the goods on receipt of the goods and must be notified to All Tyre within 2 days after receipt of the goods, in default whereof the goods are deemed to be reliable and at the risk of termination of any liability of All Tyre in that respect. The payment obligations of the buyer will not be suspended as a result of this. In the event of a breach of the obligation to inspect the goods and/or to complain set out in the first sentence of this paragraph, the buyer is deemed to have approved the goods delivered and the buyer can no longer rely on the warranty referred to in article 5 of these terms and conditions or enforce any other claim against All Tyre.
- b. Goods with regard to which the buyer has complained with good reason and in time can be returned only after having received written instructions from All Tyre. Goods are returned at the expense and risk of the buyer, unless the parties agree otherwise in writing. The buyer continues to be obliged to purchase the goods ordered and to pay the purchase price. All Tyre is entitled to decide not to replace the goods returned. In that case, the invoice value of the goods in question will be credited, provided that the buyer has complied with its obligations towards All Tyre, including its payment obligations. Any other right of the buyer to compensation is expressly excluded. As soon as goods are modified, processed and/or packed or supplied on to third parties, All Tyre no longer accepts any complaints.
- c. All Tyre is not liable for any damage to and/or loss of goods (including goods that the buyer wishes to return) that occurs during transport or during the inspection, processing or packing at the buyer's company.
- d. Replaced goods will become the property of All Tyre again if the ownership had already passed to the buyer.
- e. Any objections of the buyer against the invoice of All Tyre must be made in writing within 8 days after the invoice date, in default whereof the buyer is deemed to have acknowledged that he owes the invoice amount. The filing of a complaint on the invoice does not suspend the obligation of the buyer to pay the invoice in full and in time.
- f. Without prejudice to the other provisions in these general terms and conditions, any right of action - which includes claims for compensation - of the buyer against All Tyre in respect of the goods delivered by All Tyre will become extinguished six months after the time of delivery of the goods of All Tyre to the buyer.

7. Liability

- a. The liability of All Tyre with regard to the goods it has delivered is limited to compliance with the warranty obligations described in article 5 of these terms and conditions.
- b. All Tyre is never liable for any damage and/or loss that is the result of any recommendations that All Tyre has given the buyer. Furthermore, All Tyre is not liable for any damage to and/or loss of goods of the buyer or third parties that have been put under its care in connection with the preparation or execution of a contract. Moreover, All Tyre is not liable for any damage and/or loss that is the result of improper or negligent use of the goods delivered to the buyer.
- c. Except for the intent or gross negligence on the part of All Tyre, any liability of All Tyre with regard to the goods delivered by it, such as trading loss (including lost sales, lost profit and lost savings), other consequential damage

and/or loss or indirect damage and/or loss and damage and/or loss as the result of liability to third parties is expressly excluded.

- d. The buyer indemnifies All Tyre for any claims of third parties that allegedly suffered damage and/or loss in any form whatsoever in connection with the goods delivered by All Tyre. Claims of third parties also include claims that are related to damage to goods of third parties that have been entrusted to it as referred to in article 7(b) of these general terms and conditions and claims that are related to the infringement, whether alleged or not, of industrial property rights or any other right from third parties. In the event of claims from third parties as referred to above, All Tyre is entitled to immediately discontinue the delivery of goods and terminate the contract with the buyer without any prior notice of default, without prejudice to the right of the buyer to claim payment of damages, interest and costs incurred.
- e. Without prejudice to the other provisions of these general terms and conditions, the liability of All Tyre under the contract with the buyer will in all cases expressly be limited to the amount of any insurance payment or, if no insurance payment can be obtained or no insurance was taken out with regard to the liability, to the invoice value of the goods delivered exclusive of turnover tax.

8. Risk transfer

- a. The risk of the loss of or damage to goods that are the subject matter of the contract transfers to the buyer when these goods must be deemed to have been delivered in fact and/or legally as referred to in article 4. Contrary to the provisions of Incoterms 2010, for all deliveries FOB (Free On Board) or CIF (Cost, Insurance and Freight) as defined in Incoterms 2010, the risk of loss of or damage to the goods that are the subject matter of the contract transfers when All Tyre has in fact delivered the goods in the agreed port of shipment and not after the goods have been brought on board.
- b. If All Tyre has to arrange for the transport or shipment of the goods to be delivered to the buyer (including loading and unloading), this is done entirely at the risk of the buyer, unless the parties have agreed otherwise.

9. Force majeure

- a. All Tyre is never liable for any direct or indirect damage and/or loss suffered by the buyer or third parties in connection with or arising from the failure on the part of All Tyre to perform its obligations or to perform them properly or in time, if such a failure is the result of any cause beyond the control of All Tyre, such as business interruption, fire, flood, strike, accidents, disturbances, riots, war, blockades, shortage of labour, fuel, raw materials or auxiliary materials, transport problems, regulations, limitations or prohibitions issued/imposed by civil or military authorities, or with any other form of force majeure.
- b. In the event of force majeure as referred to above, the performance of the obligations of All Tyre are suspended by operation of law for the duration of the situation of force majeure. All Tyre will inform the buyer in writing about the occurrence of this situation of force majeure. If this situation of force majeure extends beyond three months, to be calculated as of the time of the written notice by All Tyre mentioned above, both the buyer and All Tyre will be entitled to consider the contract terminated without any court intervention and prior notice of default being required.
- c. If at the time of the occurrence of force majeure as referred to in a. All Tyre has already partly performed its obligations, All Tyre is entitled to separately invoice the part already performed. The buyer is obliged to pay this invoice as if it were a separate contract.
- d. In the event of force majeure and/or termination of the contract, the buyer cannot claim any compensation from All Tyre.

10. Exclusion of corruption, criminal and terrorist activities

- a. The buyer undertakes towards All Tyre to comply with all relevant laws and regulations in all his activities and relations that prohibit, prevent and penalize acts of corruption and related criminal or delictual acts or other criminal and terrorist activities.
- b. The buyer undertakes towards All Tyre and warrants All Tyre that the goods delivered by All Tyre to the buyer will not be used, either directly or indirectly, for criminal and/or terroristic activities.
- c. If any doubts arise at any time on the part of All Tyre about the performance by the buyer 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 buyer terminated without any prior notice of default (and without All Tyre being obliged to conduct further inquiries) and/or to terminate the current contract negotiations with immediate effect. In that case, the provisions laid down in article 9(c) apply *mutatis mutandis*.

11. Payment terms

- a. All invoices sent by All Tyre must be paid without discount or setoff within 30 days after the invoice date (this is to be regarded as a strict deadline) in the currency mentioned in the offer/order confirmation into one of the bank accounts of All Tyre. Unless otherwise indicated, all prices are expressed in euros.
- b. Payments made by the buyer will firstly be applied to settle all costs and interest due and subsequently those invoice amounts which have been outstanding for the longest period, even though the buyer has stated that the payment relates to a later invoice. If All Tyre so requires, the buyer is obliged at all times to pay the agreed price wholly or partly in advance.
- c. If the buyer fails to pay in time or to perform his obligation(s) under the contract, All Tyre is entitled to suspend any further deliveries or to terminate the order or a part thereof without any further notice of default being required and without court intervention, without prejudice to All Tyre's right to full payment of the total amount of the order including turnover tax and payment of damages, interest and costs. All Tyre will have the same rights if the buyer dies, is placed under guardianship, is declared bankrupt, applies for a suspension of payments, is granted statutory debt adjustment (under the Dutch Debt Management (Natural Person) Act), proceeds to the transfer or winding-up of his business, his business is discontinued otherwise, attachment is levied on a part of his assets or otherwise gives indications of being insolvent.
- d. If the payment term is exceeded, the buyer will be in default by operation of law by the mere expiry of this term, without any notice of default being required. Furthermore, in the event of failure to pay in time, interest will be due on the principal sum or the part thereof that is still unpaid at 1.5% per month, part of a month counting as a whole month, without prejudice to All Tyre's right to compensation of any further damage and/or loss.
- e. As of the time the buyer fails to pay that which the buyer owes All Tyre or to perform any other obligation in time, all costs related to taking legal action - including the extrajudicial costs - that All Tyre will have to incur to collect the amounts due by the buyer will be at the expense of the buyer. As far as the extrajudicial collection costs are concerned, All Tyre is entitled to pass on these costs to the buyer in the following manner: 15% on the capital sum of the first €5,000.-- and 5% on the amount above €5,000.--, with a minimum of €500.--.
- f. All Tyre is entitled at all times to require the buyer to provide security for the payment of the amounts due by the buyer. If within ten days after a request to that effect the buyer does not proceed to provide security, All Tyre is entitled to suspend further performance of its obligations under the contract or to terminate the order or a part thereof based on that failure to provide security without any prior notice of default being required and without court intervention, without prejudice to All Tyre's right to full payment of the total amount of the order including turnover tax and furthermore without All Tyre being liable to pay any compensation to the buyer.
- g. The buyer is not entitled to invoke its right to setoff or suspension of its payment obligations towards All Tyre. The Buyer expressly waives its right to suspension and its right to setoff with regard to the counterclaims (whether contested by All Tyre or not) of the buyer against All Tyre.
- h. Subject to proof to the contrary, the data included in the records of All Tyre on the contract are decisive.

12. Retention of title

- a. All Tyre retains title to the goods sold and title to those goods does not pass to the buyer until the buyer has paid all purchase prices, interest, costs, and compensations due with regard to the sales contract and the goods sold. If, however, All Tyre enters into a new contract before the day mentioned above, All Tyre retains title to the goods delivered earlier as additional security for the new debt, until this new debt is also fully satisfied. Until the day referred to above, All Tyre also retains title to all other goods delivered by All Tyre to the buyer. The buyer gives All Tyre or the third party to be designated by All Tyre irrevocable permission to access all those places where the property of All Tyre is located and to take it back in the event All Tyre wants to exercise its property rights described in this paragraph.
- b. The buyer is not authorized to pledge the goods delivered by All Tyre in which All Tyre has retained title as described above in a. or to encumber them in any other way, to use them as means of payment or to sell them on outside his normal business operations, unless the parties have agreed otherwise. The goods delivered referred to in the preceding sentence cannot be pledged and are not subject to transfer. In the event third parties attach goods in which All Tyre has retained title as described above in a., the buyer must inform All Tyre of this within 7 days, subject to an immediately payable penalty payment to All Tyre of 50% of the total amount of the order (including any VAT due) based on which All Tyre delivered the goods in question to the buyer.
- c. The buyer bears all risks of damage to, whole or partial destruction or loss, for any reason whatsoever, of the goods in possession of the buyer and in which All Tyre has retained title.
- d. All Tyre reserves all industrial and intellectual property rights with regard to the goods it delivered and any brochures, catalogues, price lists, documents and other materials and/or files, whether electronic or not, as well as to the

inventions, drawings, models and copyrighted works contained in them. They remain the property of All Tyre and cannot be reproduced, published or disclosed to third parties, unless the nature of the documents made available provides otherwise.

13. Transfer of rights and obligations

- a. All Tyre may transfer its rights and obligations under any contract with the buyer to third parties. By means of this provision, the buyer grants All Tyre his permission to do so, in advance, and will cooperate in this transfer where necessary.
- b. The buyer is not entitled to transfer his rights and/or obligations under any contract with All Tyre to a third party without the prior written permission of All Tyre.

14. Termination

- a. Without prejudice to any other right that All Tyre has, All Tyre is entitled to terminate the contract with the buyer, wholly or partly, without any prior notice of default being required and without being liable to pay any compensation, if:
 - the buyer fails to perform an obligation under the contract;
 - a petition for the bankruptcy of the buyer is filed or the buyer is declared bankrupt or has applied for a suspension of payments;
 - the business of the buyer is or will be discontinued, wound up or transferred;
 - permits of the buyer 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 buyer; or
 - a garnishee order is issued against All Tyre on assets of the buyer that All Tyre is in possession of.
- b. All amounts that the buyer 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 buyer.

15. Processing of personal data by the buyer

- a. If the buyer processes personal data, the buyer warrants that he will comply with the General Data Protection Regulation (hereinafter: GDPR) and ensure a suitable protection level at all times. The buyer 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 buyer 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 buyer is obliged to immediately inform All Tyre thereof, however no later than 24 hours after this is discovered.
- c. The buyer indemnifies All Tyre against all claims from third parties, on any account whatsoever, if those claims are related with the processing of Personal Data by the buyer as well as against any penalties imposed by a regulatory authority that are attributable to the buyer.

16. Processing of personal data

- a. All Tyre processes the personal data of the customer based on the General Data Protection Regulation (GDPR). Pursuant to this regulation, All Tyre must base the use of the personal data 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 buyer first of all for the formation or performance of the contract, but it may also use the data of the buyer for the other two grounds.
- b. All Tyre processes the personal data provided by the buyer for the following purposes: I. to assess and accept the buyer, 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 buyer; 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 buyer. 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 buyer will not be transferred to any other third party.

- d. The buyer is entitled to access the personal data held about him, to change his 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 buyer 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 buyer as best as it can, taking into account the technical and organisational possibilities, to avoid unauthorized 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.

17. Applicable law

- a. All contracts between All Tyre and the buyer 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 buyer 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 buyer who is based abroad.

18. Court with jurisdiction

Any dispute between All Tyre and the buyer 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 buyer resides.