

GENERAL TERMS AND CONDITIONS (as of 2024/06/01)

ARTICLE 1: GENERAL

All quotations from the Seller are subject to these General Terms and Conditions. Issuance of a purchase order implies acceptance of these General Terms and Conditions, except if stated otherwise and accepted by the Seller. All other conditions or remarks on a purchase order will not be accepted, except if stated otherwise in writing.

ARTICLE 2: PRICE OFFERS

Our offers are valid for immediate response, except if stated otherwise.

Purchase orders may be considered as accepted only after written confirmation from the Seller. By default, a bill of lading or an invoice shall be considered as confirmation.

Unless stated otherwise, our prices are in EURO, excluding taxes, duties or freight costs.

ARTICLE 3: DELIVERY – ACCEPTANCE OF GOODS

- For goods sold on “ex works” terms. The Seller shall give the Buyer notice of when the goods are or will be ready for collection by the Buyer at the Seller’s premises. The Buyer must take delivery within 7 days of the date upon which the goods are ready for collection. The Buyer shall be liable to pay charges for carriage and insurance and shall assume the risks of loss or damage during carriage. If the Buyer fails to take delivery of the goods as aforesaid, then without prejudice to any other right or remedy available to the Seller, the Seller may:

- (a) store the goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- (b) terminate the contract of sale.

If the goods are not ready for collection at the Seller’s premises 15 days after the stated collection date, then the Buyer may elect, by giving written notice to such effect to the Seller, to cancel the sale. In such case, neither the Buyer nor the Seller shall be liable one to the other. The Buyer shall, in an “ex works” sale, remain bound to pay to the Seller the full price of the goods notwithstanding any damage, shortage, breakage or loss arising from or caused during carriage.

- For goods sold carriage paid to the Buyer. The Seller shall give the Buyer 48 hours’ advance notice of the delivery. Unloading at the Buyer’s premises shall be undertaken by the Buyer promptly upon arrival, and any demurrage or extra hire charges payable by the Seller to its carrier by reason of delay in unloading shall be reimbursed by the Buyer to the Seller. Any delivery date or time stated in the offer, or otherwise, is an estimate only. The Seller shall not be liable for failure to deliver by such date or time, nor shall the Buyer be entitled to refuse to accept the goods or to claim damages by reason of late delivery. The Buyer shall inspect the goods immediately upon their arrival at its premises and shall, within 5 days of their arrival, notify the Seller in writing of any damage, breakage, shortage or loss. The Buyer shall also either endorse a note of the damage, shortage or loss on the carrier’s receipt or send to the carrier, within 5 days of arrival, a copy of its notice to the Seller referred to in the preceding sentence. If the Buyer fails to comply with the notice provisions within the said period of 5 days of arrival of the goods at its premises, the goods shall be deemed to have been delivered in good condition and complete, and the Buyer shall have no recourse to claims against the Seller for damage, shortage or loss. The Buyer shall also keep the goods intact and as delivered at its premises for 28 days for inspection by the Seller or its agents. If the inspection by the Seller reveals any damage, breakage, shortage or loss of the goods, the Seller shall, in the case of goods delivered carriage paid to the Buyer, at the Seller’s option and at its own expense, either replace the missing or damaged goods or take back the same and credit the Buyer with the price or part referable to the same, the Buyer remaining bound to pay to the Seller such proportion of the price as corresponds to the undamaged goods delivered.

ARTICLE 4: TRANSFER OF PROPERTY AND RISKS

Full transfer of property occurs only after FULL payment of the price.

Risk of loss of or damage to the goods passes to the Buyer at the time of completion of loading at the Seller’s premises (except in the case of goods sold carriage paid to the Buyer, in which case risk shall be passed upon unloading at the Buyer’s premises).

Notwithstanding delivery and the passing of risk, the property in the goods shall not pass to the Buyer until the Seller has received complete payment of the price of the goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

Until such time as the property in the goods passes to the Buyer, the Buyer shall hold the goods as the Seller’s fiduciary agent and bailee, shall keep the goods separate from those of the Buyer and third parties and identified as the Seller’s property, and shall deliver up the goods to the Seller or its agents if so required at any time by the Seller. If the Seller resells or incorporates the same in products sold, it shall account to the Seller for the proceeds of sale and shall keep separate such proceeds from any monies of the Buyer and third parties.

ARTICLE 5: WARRANTY – LIMITATION OF LIABILITY

If the goods are subject to a specification, grade or norm identified in the offer, the Seller warrants that the goods will conform thereto and comply therewith. Where the goods are not subject to a specification, grade or norm identified in the offer, the Seller warrants that the goods will be, according to the technical data sheet, valid at the date of the order.

The Seller warrants that the goods are free of defects linked to faulty materials or faulty manufacture. The Buyer shall, within 15 days of delivery, notify the Seller in writing of any claim by the Buyer resulting from non-conformity of the goods and/or defect in the materials and/or faulty manufacture (or, where the non-conformity or defect is not apparent on examination, no later than 90 days after delivery), failing which the Seller shall have no liability for such notice of non-conformity or defect. The Buyer shall preserve the goods for 28 days following such notice for inspection by the Seller or its agents.

The Seller's liability under the foregoing warranties shall be limited to either, at the Seller's option, (i) replacing the non-conforming and/or defective goods or (ii) taking back the same and refunding the Buyer the price referable to such goods or (iii) making good the non-conforming and/or defective goods free of charge.

The foregoing warranties of the Seller are the sole warranties given by the Seller. All warranties, conditions or other terms implied by law, including any warranty as to merchantability or fitness for use, are excluded. THE LIABILITY IN DAMAGES OF THE SELLER IS IN ALL CASES LIMITED TO THE PRICE OF THE ORDER IN QUESTION, AND THE SELLER SHALL NOT BE LIABLE TO THE BUYER FOR ANY DAMAGES, CONSEQUENTIAL LOSS OR DAMAGE (WHETHER LOSS OF PROFIT OR OTHERWISE), COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION WHATSOEVER (BE IT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES OR AGENTS, OR OTHERWISE) THAT ARISE OUT OF OR IN CONNECTION WITH THE SUPPLY OF THE GOODS OR THEIR USE OR RESALE BY THE BUYER, EXCEPT AS EXPRESSLY PROVIDED IN THESE GENERAL TERMS AND CONDITIONS.

ARTICLE 6: FORCE MAJEURE

The Buyer shall have no right to make any claims whatsoever against the Seller for delay or non-delivery caused by strikes, lock-out, fire, floods, breakdown of machinery, riots, war, economic hardship causing labour or material shortages for the Seller or the Seller's customary suppliers or sub-contractors, or any other unforeseen or exceptional circumstances affecting the Seller's performance of its obligations.

ARTICLE 7: INDEMNITY

The Buyer shall indemnify and hold harmless the Seller against any and all claims, demands or proceedings of any third party, including any sub-buyer or user or their agents or employees, made or brought in respect of the goods for their use or application, howsoever arising and notwithstanding any negligence of the Seller.

ARTICLE 8: PRICE – PAYMENT TERMS

The price in the offer is net of any discount and excludes Value Added Tax. If no price has been quoted by the Seller (or a quoted price is no longer valid), the Seller's published price list valid at the date of acceptance of the Order shall apply. If the Buyer is not in Belgium, the Buyer is responsible for customs and other duties, if any, payable upon import of the goods and for customs clearing costs and charges.

Time of payment shall be of the essence. If the Buyer fails to make payment on the due date, then all outstanding sums due or becoming due to the Seller by the Buyer shall automatically become immediately due and payable. Without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to terminate the sale in question and/or suspend any further deliveries to the Buyer by giving written notice to such effect to the Owner and without the need for any extrajudicial formality.

Late payment shall imply payment of a flat fine totalling 500 € on the day immediately following the due date of the invoice and of a penalty based on 0.8% interest per month late.

ARTICLE 9: EXPORT CONTROL

The Buyer shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, export, re-transfer, or re-export of the goods, including but not limited to those relating to: trade sanctions (including but not limited to comprehensive or sectoral embargoes and restricted parties) and export controls (including but not limited to military or dual usage products), altogether defined hereafter as "**Trade Restrictions**". For the avoidance of doubt, all applicable laws and regulations could include those originating out of the United Nations, the European Union, the OSCE, or the United States of America. The Buyer shall not cause the Seller to, either directly or indirectly, risk any potential violation of any applicable Trade Restrictions. In particular, the Buyer shall not sell, export or re-export, transit, to, within or through or for use in Russia or Belarus or Sanctioned Regions of Ukraine (i.e., Crimea region and the oblasts of Donetsk, Kherson, Luhansk and Zaporizhzhia or any other regions of Ukraine which may become sanctioned in the future), any goods supplied by the Seller that fall within the scope of applicable sanctions regimes imposed by relevant jurisdictions (notably United States of America, European Union) applicable to such territories.

The Buyer certifies that neither the Buyer, nor any of the Buyer's group companies, nor any of their respective directors or officers, is an individual or entity designated on the Trade Restrictions' list or owned by, acting for or on behalf of a person designated on such a list ("**Restricted Person**").

The Buyer shall immediately notify the Seller if any of the aforementioned persons, namely the Buyer, the Buyer's group companies, and their directors or officers, becomes a Restricted Person.



The Buyer acknowledges that Michelin Group has defined Group Positions which consist of list of countries to which Michelin Group refuses and prohibits any direct or indirect sales (including transit across these countries) which as of the date of these General Terms and Conditions comprises Cuba, Iran, North Korea, Syria. These Group Positions apply to the goods sold as spare parts or incorporated in a higher-level assembly (such as fitted unit, a ground vehicle, a plane, etc.). The Buyer shall comply with these Group Positions. The Buyer shall be required to comply with any change to such list of countries if it has been notified in writing.

The Buyer undertakes to indemnify and hold the Seller harmless from and against any and all losses, costs, claims, damages, liabilities and expenses, including attorneys' fees, transaction or legal action costs, caused by any violation of the Trade Restrictions or the Michelin Group Positions by the Buyer. The Buyer is responsible for each of its acts or omissions as well as those of its officers, employees, group companies, agents, suppliers and subcontractors at all levels, in the performance of any of its obligations under this clause.

ARTICLE 10: DISPUTE RESOLUTION

The contract shall be governed by and construed in all respects in accordance with Belgian law, excluding its conflict of laws rules.

The Commercial Court of Tournai shall have exclusive jurisdiction in any dispute arising between the parties in connection with this sale, and the Buyer hereby submits to its jurisdiction.