

## **GENERAL TERMS AND CONDITIONS OF SALE OF FENNER DUNLOP B.V.**

This 2022 version is filed under number 01002977 at the Chamber of Commerce of Leeuwarden and replaces all previous versions.

### **Article 1 – General**

Fenner Dunlop B.V. is a subsidiary of Michelin. These General Terms and Conditions of Sale of Fenner Dunlop B.V. ('Terms and Conditions') are applicable to all offers made by and agreements concluded with Customers by Fenner Dunlop B.V., including associated agreements, and to all other legal relationships arising between Fenner Dunlop B.V. and the Customer as a result of the performance of these agreements, insofar as these are not explicitly deviated from in writing.

The applicability of the general terms and conditions of the Customer is expressly excluded.

### **Article 2 – Definitions**

In these Terms and Conditions, the following terms are understood to mean:

**Customer:** those to whom Fenner Dunlop B.V. makes an offer or with whom Fenner Dunlop B.V. concludes an agreement for the delivery of Products or the rendering of Services by Fenner Dunlop B.V..  
**Service or Services:** assembly activities, start-up activities, supervision, revision, paid consulting and/or other service activities.

**Products:** Fenner Dunlop B.V. Products and/or Services.

### **Article 3 – Offers and agreements**

3.1 All offers of Fenner Dunlop B.V. are without engagement. The agreement is concluded on the day that the written agreement is signed by both parties, or on the day the written order confirmation is sent by Fenner Dunlop B.V. respectively.

3.2 Depictions and drawings provided by Fenner Dunlop B.V. that are not explicitly referred to in the offer or agreement are not binding. Depictions and drawings remain at all times the property of Fenner Dunlop B.V.. The Customer is responsible for ensuring that these depictions and drawings are not copied and/or made available to or inspected by third parties.

3.3 The Customer must determine for itself whether the Products are appropriate for the purpose for which it wishes to employ them. Advice provided by

Fenner Dunlop B.V. in the context of the delivery of the Products shall not lead to any liability of Fenner

Dunlop B.V., other than as provided for in Article 12.2.

3.4 Fenner Dunlop B.V. reserves the right to change composition and execution of its Products if, in its judgement, this is reasonably non-detrimental to the quality.

### **Article 4 – Price and payment**

4.1 Fenner Dunlop B.V. prices are exclusive of turnover tax and other governmental taxes, transportation and insurance costs and other costs.

4.2 Standard payment term will be 30 days after date of invoice.

4.3 All payments must be made in full in the currency agreed upon, without any deduction, deferment or set off, to the bank account to be specified by Fenner Dunlop B.V. on the invoice. If no currency has been agreed upon, all payments are to be effected in EURO.

Fenner Dunlop B.V. is at all times authorised to require payment securities from the Customer. Unless Fenner Dunlop B.V. determines otherwise, payments made by the Customer extend in first instance to settlement of all interest and costs incurred, and secondarily to the longest outstanding invoices, even if the Customer indicates that a payment concerns a later invoice.

4.4 For overdue payments, the Customer will be charged the refinancing interest rate of the European Central Bank plus 8 percent, as well as the full amount of the judicial and extra-judicial costs actually incurred in connection with collection. A notice of default in respect of overdue payments will not be required.

4.5 If one or more cost components undergo an increase after the date of concluding the agreement – whether or not this takes place as a result of foreseeable circumstances or as a result of altered governmental regulations – then Fenner Dunlop B.V. is authorised to increase the agreed-upon price accordingly, and will give a 15 (fifteen) days prior written notice to the Customer. Customer's failure to make a written objection to the change prior to the expiration of the 15 days notice shall be considered as acceptance. If Customer refuses acceptance within the 15 days period, Fenner Dunlop B.V. may either (a) decide to continue with the supply as per the terms and conditions in effect prior to the announced changes, or (b) cancel the agreement for as far as the affected deliveries are concerned. Fenner Dunlop B.V. will cancel within 15 days after receiving Customer's written objection. 4.6 If the Customer does not meet its payment obligations or obligation to provide security, or does not do so

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satisfactorily or in a timely manner, as well as in the case of an event as per Article 17.1, Fenner Dunlop B.V. will have the right to immediately claim all amounts due.

4.7 For the rendering of Services Fenner Dunlop B.V. may in any case invoice the following costs, if no fixed price is agreed upon:

- time spent (including travel time) on the basis of its time accounting, at the rates applicable on the day of performance of the Services;
- travel and accommodation expenses in the broadest sense of the word, including visa and insurance expenses associated with travel expenses;
- costs of the materials to be used and/or processed and their storage;
- costs relating to telephone, telefax, telegrams, telex, messages, postage, and the like;
- other incurred costs.

4.8 If security for the payment for Products has been provided by a bank or another third party and shipping of the Products cannot take place due to Force Majeure on the part of Fenner Dunlop B.V. or circumstances attributable to the Customer, Fenner Dunlop B.V. may have the unpaid portion of the sales price disbursed by the bank or other third party against submission of proof from the depositary that it has warehoused the Products. The warehousing takes place at the expense and risk of the Customer.

#### **Article 5 – Delivery and transfer of risk**

5.1 Standard delivery term: the Products are delivered FCA Dunlop factory Drachten according to the Incoterms applicable on the day of offer. Partial deliveries are permitted.

The risk for the Products transfers to the Customer according to the applicable Incoterm. If Fenner Dunlop B.V. carries out activities on the Customer's existing Products, these Products remains at all times for the risk of the Customer.

5.2 The agreed delivery period begins on the day that the agreement is concluded and all information necessary for the work has been received by Fenner Dunlop B.V., agreed deposits have been made by the Customer and agreed payment securities have been provided.

The agreed delivery period is not a firm deadline. In case of late delivery attributable to Fenner Dunlop B.V., the Customer must notify Fenner Dunlop B.V. of default in writing, with due observance of a reasonable period of at least thirty (30) working days for Fenner Dunlop B.V. to fulfil its obligations.

5.3 A contractual penalty or liquidated damages imposed on exceeding the agreed term of delivery is considered to be the sole and complete settlement of

any damages that Customer may have incurred or will incur as a consequence of late delivery. Such a penalty or liquidated damages shall under no circumstances be incurred if the exceeding of the delivery term is the result of Force Majeure as described in Article 14, or in the event the late delivery is (partly) caused by the Customer.

5.4 If the Customer refuses to take delivery of the goods or fails to provide the information or instructions required for the delivery, Fenner Dunlop B.V. will be entitled to store the goods at the risk and expense of the Customer. In such event, the Customer will owe any and all additional costs, including storage costs and transportation costs. The day on which the Products are warehoused by Fenner Dunlop B.V. shall be regarded as the date of shipment.

#### **Article 6 – Provisions/data**

6.1 The following facilities and data shall be made available by the Customer in a timely manner, in consultation with and at no cost to Fenner Dunlop B.V., in the event that Fenner Dunlop B.V. is required to provide Services at the premises of Customer:

- 6.1.1 a suitable workplace as close as possible to the location where the Services are to be performed;
- 6.1.2 the supporting personnel regarded by Fenner Dunlop B.V. as necessary for the performance of the work, having the professional competence to be stipulated by Fenner Dunlop B.V., such as welders, fitters, electricians and other professionals;
- 6.1.3 a) the supporting aids regarded by Fenner Dunlop B.V. as necessary for the performance of the work;  
  
b) a dry space secured from theft for the storage of the Products, tools, etc. in the immediate area of the location of the activities as well as the timely transport of Products etc. conveyed to this location;  
  
c) a space suitable for Fenner Dunlop B.V.'s employees and subcontractors, secured against theft and heated, with lighting and washroom facilities as well as first aid and all measures necessary for the protection of persons and objects at the location of the activities;

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d) the legally prescribed safety regulations, insofar as significant for the work and the materials required for the work. The Customer shall inform Fenner Dunlop B.V.'s employees and subcontractors of these regulations in a timely manner. In case of violation of these regulations, the Customer shall inform Fenner Dunlop B.V. of the violation;

e) work permits and/or other permits such as any permits legally required for the performance of overtime work in case work must be carried out by Fenner Dunlop B.V.'s employees or subcontractors outside of the normal working hours applicable for the Customer's company, as well as for the presence of a representative of the Customer;

f) information on local taxes relevant to the activities to be performed by Fenner Dunlop B.V. for the Customer;

g) in case of illness of or accident involving Fenner Dunlop B.V.'s employees or subcontractors, the best care available in the country of performance of the activities, as well as any costs of replacement of personnel disabled on the job, insofar as these costs are not covered otherwise;

h) all raw materials and other materials necessary for the start-up and testing of Products or the performance of Services.

6.1.4. the necessary documents, such as an approved layout, drawings and other required data and permits necessary for the commencement and performance of the activities.

### **Article 7 – Governmental regulations/Safety**

The fulfilment of many regulations concerning safety and working conditions is influenced by factors over which Fenner Dunlop B.V. has little or no influence, such as the location of the Products, air humidity, layout, acoustics, materials used in the process, process procedures, safety procedures, maintenance, training and guidance of the production and the like. In this connection, Fenner Dunlop B.V. does not guarantee that its Products meet locally applicable regulations concerning safety and working conditions. The Customer is responsible for having the Products inspected by local supervisory authorities for safety and working conditions as well as for operations in accordance with such conditions.

### **Article 8 – Intellectual Property Rights**

8.1 The ownership and all related rights of industrial and intellectual property comprised in or related to the Products at all times remains with Fenner Dunlop B.V..

8.2 All intellectual and industrial property rights arising from the performance of the agreement shall be(come) the property of Fenner Dunlop B.V., and Fenner Dunlop B.V. is authorised to register such rights in its name if necessary.

### **Article 9 – Ownership**

9.1 The ownership of the Products only transfers to the Customer when the Customer has fully fulfilled all its obligations from all agreements concluded with Fenner Dunlop B.V. for the delivery of Products.

9.2 As long as the ownership of the Products has not been transferred to the Customer, the Customer is not authorised to transfer ownership, alienate, encumber, pledge, or otherwise allow the Products to come under the power of third parties.

9.3 As long as the retention of title applies, Fenner Dunlop B.V. shall be authorised to have unhindered access to the Products. The Customer shall grant all cooperation to Fenner Dunlop B.V. in allowing Fenner Dunlop B.V. to exercise the retention of title as defined under Article 9.1 by retrieving the Products, including any required disassembly.

9.4 If any third party wishes to establish or claims any right on the Products delivered under retention of title, the Customer is obliged to inform Fenner Dunlop B.V. of this fact as quickly as may reasonably be expected.

9.5 At Fenner Dunlop B.V.'s first request, the Customer undertakes to:

9.5.1 Insure and keep insured the Products delivered under retention of title against all forms of damage as well as against theft, and make the insurance policy available for inspection;

9.5.2 Pledge to Fenner Dunlop B.V. all of the Customer's insurance claims concerning the Products delivered under retention of title and claims the Customer acquires vis-à-vis its customers from the onward sale of Products delivered by Fenner Dunlop B.V. under retention of title;

9.5.3 To mark the Products delivered under retention of title to be the property of Fenner Dunlop B.V.;

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9.5.4 Otherwise cooperate with any reasonable measures Fenner Dunlop B.V. wishes to take for the protection of its proprietary right over the Products and which would not unreasonably hinder the Customer in its normal course of business.

9.6 If, in deviation of the provisions under Article 21 of these Terms and Conditions, Dutch law does not apply or only partially applies to this retention of title and the applicable law does not allow for a retention of title in accordance with this Article 9 of Terms and Conditions, Fenner Dunlop B.V. shall receive the benefit of all other rights that the applicable law does allow Fenner Dunlop B.V. to retain, above and beyond any other of the Products title owners. The Customer hereby grants Fenner Dunlop B.V. irrevocable authorisation to do whatever is necessary, and sign whatever documents are necessary, on behalf of the Customer, to establish these other rights and shall provide the necessary cooperation to do so insofar as required.

#### **Article 10 – Examination, inspection and acceptance**

10.1 Unless otherwise agreed in writing, the Products / Services must be examined with due care by or on behalf of the Customer upon delivery with respect to being in good order and in conformity with the agreement. (Amongst others in connection with the specifications, numbers and possible defects.)

10.2 Any defects and / or discrepancies in connection with the Products / Services and/or invoiced amounts must be reported in writing to Fenner Dunlop immediately, but never later than two weeks after delivery of the Products / Services and/or receipt of the invoices.

10.3 Defects that could not be examined upon delivery must be reported within two weeks of their discovery, though in any event within one year after delivery of the Products / Services.

10.4 By not abiding to its obligations as per the preceding paragraphs Customer will lose those rights that it would have had in the event of due fulfilment of these paragraphs

10.5 If final inspection by Fenner Dunlop has been explicitly agreed upon, the Customer is entitled to be present during final inspection. Fenner Dunlop B.V. is obliged to inform the Customer in a timely manner when and where the final inspection shall take place in order to give the Customer the opportunity to be present, or to be represented by specially authorised personnel or third parties. In accordance with Fenner Dunlop B.V.'s instructions, the agreed properties of the Products provided shall be inspected in the final

inspection. Should the Customer or its authorised agent not be present at the final inspection, Fenner Dunlop B.V. shall make a final inspection report available, which the Customer shall not be able to dispute. In case of faults that do not substantially impair the functioning of the Products, the final inspection shall nonetheless be regarded as successfully concluded. Fenner Dunlop B.V. is obliged to remedy these faults within a reasonable time frame. Should the final inspection not be successfully concluded, Fenner Dunlop B.V. shall be given the opportunity to remedy the observed faults and a new final inspection shall be held within a reasonable time frame.

10.6 Products shall be regarded as accepted by the Customer upon the first of the following:

- if no final inspection as defined in Article 10.5 has been agreed upon, at the moment that the delivery and examination of the Products have taken place and / or Fenner Dunlop B.V. has informed the Customer that the performance of the Service has been completed in accordance with Articles 10.1 and 10.2, or:
- if final inspection as defined in Article 10.5 has been agreed upon, at the moment that the final inspection is successfully concluded, or at the moment that the Products are used by the Customer, whichever is earlier. If no final inspection has taken place within a time frame of one month after Fenner Dunlop B.V. has informed the Customer that the final inspection can be performed, due to causes beyond the responsibility of Fenner Dunlop B.V., the Customer shall be deemed to have accepted the Products from that moment.

#### **Article 11 – Guarantee**

11.1 Fenner Dunlop B.V. does not give any guarantee (explicit or implicit), other than as specifically described in the agreement or these Terms and Conditions and notwithstanding Article 10. This guarantee is beneficial to the Customer only.

11.2.1 In general, the guarantee period for the Products and related Services is 12 months. The guarantee period commences upon delivery, or, should the term specified hereafter expire earlier, 18 months after notification that the Products are ready for shipment.

11.2.2 The guarantee period for Services, not related to the sale of Products, is 6 months, commencing immediately after the related work / activities are finalised.

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11.2.3 The guarantee period for conveyor belts and related Services is 24 months. The guarantee period commences upon delivery, or, should the term specified hereafter expire earlier, 30 months after notification that the conveyor belts are ready for shipment.

11.3 During the guarantee period Fenner Dunlop B.V. exclusively guarantees the soundness of (a) design, (b) materials and (c) manufacture of the Products delivered by Fenner Dunlop B.V.. Fenner Dunlop B.V. shall remedy faults falling under this guarantee free of charge, by repair or replacement of the faulty Products, whether or not at the Customer's location, or by providing replacement Products Ex Works, all at Fenner Dunlop B.V.'s sole discretion. Where Fenner Dunlop considers it necessary to replace faulty material by new material, the Customer is obliged to pay a charge for the use of the Product which will be a function of (i) the duration of the use, (ii) the economic life time expectancy of the Product and the (iii) purchase price. All costs beyond the obligation described in the previous sentences, including but not limited to transportation costs, travel and accommodation expenses, labour costs, costs of disassembly and re-assembly, shall be at the expense and risk of the Customer.

11.4 During the guarantee period, regarding Services Fenner Dunlop B.V. guarantees exclusively that the Services have been performed competently. If a Service has not been performed competently, Fenner Dunlop B.V. shall perform this Service again free of charge.

11.5 The guarantee provisions are only applicable if:

- the Customer's payment obligations have been fulfilled;
- the operation and maintenance instructions and any other instructions provided by Fenner Dunlop B.V. have been followed, and in absence of these if the Customer has applied operational and maintenance in accordance with standards applicable in the relevant industry with diligence and care;
- the Products have not been assembled and/or disassembled and/or repaired and/or started up and/or changed by the Customer or a third party, without the written permission of Fenner Dunlop B.V.;
- the fault does not relate to normal wear and tear;
- the Products have not been misused, or the fault is not the result of following governmental regulations or Customer instructions;
- guarantee claims are made to Fenner Dunlop B.V. in writing within 14 days after the discovery of any fault, though in any event within 14 days after the moment Customer reasonably should have discovered them, and including documentation giving evidence of the validity of the guarantee claim. (In any event, all guarantee claims should be lodged

within 7 days after the expiry of the guarantee period.)

g. the Customer did not change the operational conditions on the basis of which Fenner Dunlop B.V. designed, selected and sold the Products;

h. there have been no acts or omissions by or due to negligence of persons made available to Fenner Dunlop B.V. by the Customer.

11.6 If Fenner Dunlop B.V. replaces Products in the performance of its guarantee obligation, the removed Products immediately become the property of Fenner Dunlop B.V. and shall be made accessible to Fenner Dunlop B.V..

11.7 Upon commencement of the guarantee period, Fenner Dunlop B.V.'s liability under the agreement is limited to fulfilment of the guarantee obligations as specified in this Article 11 of these Terms and Conditions.

## **Article 12 – Liability for Damage**

12.1 Fenner Dunlop B.V. accepts no liability whatsoever for damage arising from, relating to or in connection with:

- loss of profit;
- decrease in revenue;
- loss of turnover or production;
- stoppage or delay of production processes;
- full or partial damage or loss of Products delivered by Fenner Dunlop B.V. and of Products manufactured, processed and or treated by Products delivered by or through Fenner Dunlop B.V. (without prejudice to the provisions of Article 11);
- diminution in value of Products;
- repossession of Products;
- adverse effect on goodwill and/or reputation and/or trademarks;
- the delivery of Products for which Fenner Dunlop B.V. has not received compensation;
- actions or omissions of or on account of persons made available to Fenner Dunlop B.V. by the Customer, whether or not these persons were acting on Fenner Dunlop B.V.'s instructions, save insofar as the damage for which liability is not otherwise excluded is the result of faulty instructions by Fenner Dunlop B.V.;
- costs of cleaning;
- net assets loss;

and regardless of whether the damage occurs to the Customer or a third party. The above exclusion of liability does not apply if and insofar as intent or wilful recklessness concerning the cause of the damage can be ascribed to a person charged by Fenner Dunlop B.V. with the management of Fenner Dunlop B.V.'s organisation.

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12.2 If Fenner Dunlop B.V. renders any advice in relation to the goods it will do so with due care. Fenner Dunlop B.V. will not, however, accept any liability for damages on the grounds that the advice was incorrect or incomplete unless Fenner Dunlop B.V. has concluded a separate agreement with respect to such advice and the parties agreed that such advice would be subject to a specific remuneration to be paid by the Customer to Fenner Dunlop B.V..

12.3 Insofar as liability is not excluded and without prejudice to the provisions of Article 5.3 and in the concluding sentence of Article 12.1, Fenner Dunlop B.V.'s liability for damage is limited to a maximum of 50% of the relevant part of agreement sum or a maximum of EURO 100,000.00 if this latter amount is lower than the former maximum amount.

12.4 A claim for damages expires if the Customer does not inform Fenner Dunlop B.V., within one month after the relevant facts have arisen, of the grounds that give or could give cause for compensation, and that it holds Fenner Dunlop B.V. liable giving notice of all relevant data. If the Customer has notified Fenner Dunlop B.V. and held Fenner Dunlop B.V. liable in observance of the provisions of the previous sentence, the claim for damages nonetheless expires unless the Customer institutes a claim against Fenner Dunlop B.V. before the competent authority within six months after notification.

12.5 The limitation of liability set out in these Terms and Conditions is deemed to be stipulated in part on behalf of third parties involved with Fenner Dunlop B.V. for the delivery of the Product.

### **Article 13 – Indemnification**

The Customer indemnifies Fenner Dunlop B.V. against all claims from a third party against Fenner Dunlop B.V. for damages that this third party suffers or claims to suffer (partly) as a result of the use or application of Products provided to the Customer by Fenner Dunlop B.V..

### **Article 14 – Force Majeure**

14.1 Force Majeure shall be understood to include all circumstances impeding the fulfilment, whether in a timely fashion or not, of the agreement, and which cannot be ascribed to the party invoking Force Majeure. In any case, this includes strikes, lockouts, casting flaws, acts by the higher authorities, states of war and siege, fire, natural disasters, epidemics and lack of raw materials and/or labour Force necessary for the delivery of Products, transportation problems in Fenner Dunlop B.V.'s transportation of the Products and problems in the electronic sending or receipt of messages and data. Force Majeure as

described above experienced by suppliers or other third parties on which Fenner Dunlop B.V. is dependent shall likewise be seen as Force Majeure for Fenner Dunlop B.V..

14.2 Force Majeure must be reported by the party invoking Force Majeure within 14 days after it occurs. If the Customer invokes Force Majeure, Fenner Dunlop B.V. is authorised to recover extra costs from the Customer, including but not limited to waiting periods and extra travel and accommodation costs. If the Force Majeure ends, this must be immediately reported in writing to the other party by the party invoking Force Majeure.

14.3 During Force Majeure, the delivery and other obligations of both parties are suspended. If the period of Force Majeure lasts longer than 3 months, either party is authorised to dissolve the agreement in whole or in part without resulting in an obligation for compensation of damage.

14.4 If Fenner Dunlop B.V. has already partially performed, whether by fabrication or partial delivery of Products, it is entitled to reasonable compensation for the costs of this performance incurred up until the moment of commencement of the Force Majeure.

14.5 If Fenner Dunlop B.V. cannot deliver in a timely manner due to Force Majeure on its part, Fenner Dunlop B.V. shall ensure that the Products are warehoused at the expense and the risk of the Customer, notwithstanding the obligation of timely fulfilment of outstanding payment terms by the Customer.

### **Article 15 – Prescribed sub-contractors and Products**

If the Customer prescribes that Fenner Dunlop B.V. employ particular Products or particular suppliers, this shall be at the risk of the Customer. Fenner Dunlop B.V. is not liable if it appears that these Products are inadequate or if these suppliers cannot perform their duties in a timely manner or according to standards.

### **Article 16 – Suspension**

Without prejudice to its other rights, Fenner Dunlop B.V. is authorised to suspend its obligations (including the delivery term) under the agreement if the Customer does not fulfil one or more of its obligations under the agreement, or does not do so in a timely manner, or in the case of Force Majeure. If Fenner Dunlop B.V. invokes its right to suspend performance, Fenner Dunlop B.V. is authorised to impose a final reinstatement term on the Customer after which Fenner Dunlop B.V. is authorised to dissolve the agreement in whole or in part without

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further obligation for damages, without prejudice to its other rights.

### **Article 17 – Dissolution**

17.1 Fenner Dunlop B.V. will be entitled to dissolve the agreement in any of the following events: if the Customer changes the legal form of its enterprise; if there is a change in the control over the company of the Customer; if assets of the Customer are attached; if the Customer files for suspension of payments; if it is declared bankrupt or if it loses the free disposal of its assets; if its company is wound up; or, in the event that the Customer is a natural person, if he/she dies; or in the event that the Customer is a company, if it is dissolved. Any right of the Customer to suspend performance is hereby excluded, with the exception of Article 17.2.

17.2 Without prejudice to the provisions in Article 14.3, the Customer is only authorised to dissolve the agreement in whole or in part if, despite repeated notice of default in which a reasonable time frame for remedy of the unfulfilled obligation is given each time, Fenner Dunlop B.V. remains in default of an essential obligation of the agreement and the Customer suffers demonstrable damage from this default. The Customer's right to claim dissolution in judicial and extra-judicial proceedings expires six months after the facts that give or may give grounds for dissolution have arisen.

### **Article 18 – Ethics and compliance**

Customer agrees that (a) in its business dealings with Fenner Dunlop B.V., it will adhere to the highest standards of ethical conduct, such as set forth in the Michelin Code of Ethics, available at <http://ethique.michelin.com/en>; and (b) be aware of and comply with the laws and regulations that apply to Customer. In the event of inconsistency between any applicable law or regulation and any provision of these Terms and Conditions, the more stringent requirement shall take precedence.

Customer shall apply a “zero tolerance” policy with regard to corruption and influence peddling. In particular, Customer agrees that it will not (1) offer, promise, or give, or (2) attempt to conspire to offer, promise or give, any unfair advantage, whether monetary or of any other nature, directly or indirectly through an intermediary, to a public official or to any professional relation, for that official or professional relation or for a third party, such that the official, professional relation, or third party acts or refrains from acting in the performance of their duties, with a view to obtaining or retaining an activity or other advantage improperly.

With respect to gifts and invitations, Customer agrees to refrain from any practice aimed at (1) directly or indirectly improperly influencing the judgment of any

of Fenner Dunlop B.V.'s personnel or (2) obtaining any undue advantage.

In the event that Fenner Dunlop B.V. reasonably believes that Customer has violated this clause, Fenner Dunlop B.V. reserves the right to (a) immediately suspend its performance under the Agreement; (b) request further information or documentary evidence from Customer that in Fenner Dunlop B.V.'s good faith judgment is related to the suspected violation; and (c) take any other appropriate and proportionate measure regarding its commercial relationship with Customer.

An Ethics Line is available that can be used by anyone to report any potential breach of any applicable laws and regulations and/or Michelin's Code of Ethics and Anti-Corruption Code of Conduct. An alert can be submitted through the following link: <http://michelingroup.ethicspoint.com/>.

### **Article 19 – Export Control Regulations Compliance**

*Fenner Dunlop B.V. Positions* – Customer shall respect the Fenner Dunlop B.V. Positions, which may contain more restrictive provisions than the Trade restrictions defined below. These Fenner Dunlop B.V. Positions are based on commercial considerations and other compliance concerns, including but not limited to: money laundering and corruption concerns and concerns related to the financing of terrorism. These Fenner Dunlop B.V. Positions apply to the products sold as spare parts or incorporated in a higher-level assembly. As of signature date of the Agreement, the list of countries to which Fenner Dunlop B.V. refuses and prohibits any direct or indirect sales (including transit across these countries) is as follows: Cuba, Iran, North Korea, Syria. This list is subject to changes during the term of the agreement and Fenner Dunlop B.V. reserves the right to regularly notify such changes to the Customer.

*Trade Restrictions* – Customer shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, export, re-transfer, or re-export of the Fenner Dunlop B.V. 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. Customer shall not cause Fenner Dunlop B.V. to, either directly or indirectly, risk any potential violation of any applicable Trade Restrictions. Furthermore, Customer will not supply, sell, transfer, export, re-transfer, re-export, or otherwise make available or

#### **THE LONGEST LASTING CONVEYOR BELTS**

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All offers and agreements of our company are subject to the General Terms and Conditions deposited by the Chamber of Commerce of Leeuwarden, under number 01002977. Copies are available at your request, any other terms and conditions are hereby explicitly excluded.

use any goods supplied by Fenner Dunlop B.V. in order to circumvent, evade or avoid any applicable Trade Restrictions.

Customer shall only supply, sell, transfer, export, re-transfer, re-export, otherwise make available or use Fenner Dunlop B.V. goods as permitted by applicable law and shall not supply, sell, transfer, export, re-transfer, re-export, or otherwise make available, either directly or indirectly, any goods:

(a) To any individual, entity or body resident, located, registered, incorporated, domiciled or head-quartered in any jurisdiction targeted by applicable Trade Restrictions;

(b) To any "Restricted Person": Restricted Person shall mean any individual, entity or body either: (i) specifically designated or listed under Trade Restrictions; (ii) owned or controlled by any person specifically designated or listed under Trade Restrictions; or, (iii) acting for or on behalf of any person specifically designated or listed under Trade Restrictions and

(c) For any use, purpose or activity which is prohibited or otherwise restricted under Trade Restrictions.

Where Fenner Dunlop B.V. has reasonable cause to suspect that any Fenner Dunlop B.V. goods may be or has been supplied, sold, transferred, exported, re-transferred, re-exported, otherwise made available to any jurisdiction targeted by applicable Trade Restrictions, or to a Restricted Person, or for any use, purpose or activity which is prohibited or otherwise restricted under Trade Restrictions, Fenner Dunlop B.V. reserves the right to:

(a) Immediately suspend its performance under the Agreement;

(b) Request further information or documentary evidence from the Customer, including but not limited to: (i) Any licenses, authorizations, permits, or approvals obtained by the Customer with respect to the supply, sale, transfer or export of the goods; (ii) Any End User Certificates or undertakings supplied to the Customer; (iii) Any shipping or commercial documentation, including: invoices; or, bills of lading,

in order to verify the end use(s) or end user(s) of the Products.

(c) Take any other appropriate and proportionate measure regarding its commercial relationship with the Customer.

Customer certifies that, as of the date hereof, neither Customer, nor any of the Customer's Group Companies, nor any of their respective directors or officers is a Restricted Person. Customer shall

immediately notify Fenner Dunlop B.V. if Customer, or any of the Customer's Group Companies, or any of their respective directors or officers becomes a Restricted Person. Furthermore, Customer shall immediately inform Fenner Dunlop B.V. if Customer is or become aware or has reasonable cause to suspect that either the Customer, or any of the Customer's Group Companies, or any of their respective directors or officers may become a Restricted Person.

In the event that any goods supplied by Fenner Dunlop B.V. is re-supplied, re-sold, re-transferred, re-exported, re-distributed or otherwise made available to any third party, Customer shall take all actions reasonably necessary to ensure that such third parties: (a) Comply with any applicable Trade Restrictions and Fenner Dunlop B.V. Positions; and, (b) Do not cause Fenner Dunlop B.V. to directly or indirectly violate any applicable Trade Restrictions or Fenner Dunlop B.V. Positions.

Customer shall indemnify and hold harmless Fenner Dunlop B.V., from and against any losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, any expense of litigation or settlement, and court costs, arising from any noncompliance with Trade Restrictions, these Terms and Conditions, or Fenner Dunlop B.V. Positions by Customer. Customer shall be responsible for any act or omission of Customer, its officers, employees, affiliates, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

## **Article 20 – Final provisions**

20.1 Fenner Dunlop B.V. is authorised to employ third parties in the performance of its obligations.

20.2 The Customer is not authorised to transfer its rights and obligations arising from the agreement to third parties in any way whatsoever, without written permission from Fenner Dunlop B.V..

20.3 The headings above each Article serve only as general indications of the content of the relevant Article.

20.4 If any article of these General Delivery Conditions is shown to be invalid, voidable or otherwise non-binding, it shall be replaced by an article approximating the nature and scope of the invalid, voidable or otherwise non-binding article as much as possible.

20.5 After termination, dissolution or nullification of the agreement for whatever reason, these Terms and Conditions continue to apply insofar as they have independent significance and/or insofar as required

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for the regulation of the consequences of the termination, dissolution or nullification, including but not limited to the provisions concerning secrecy, delivery, penalty clauses, liability, legal jurisdiction and applicable law.

#### **Article 21 – Applicable law and disputes**

21.1 Dutch law is exclusively applicable to all offers made and/or agreements concluded by Fenner Dunlop B.V., including associated agreements, and all disputes arising from same.

21.2 All disputes arising as a result of the offers made and/or agreements concluded by Fenner Dunlop B.V., including associated agreements, shall be brought before the court in Leeuwarden, the Netherlands. Fenner Dunlop B.V. is further authorised to institute proceedings against the Customer in the country of the Customer's establishment or place of business, or in the country where the Products are located.