

Goodyear Tires Ireland Limited – Terms & Conditions of Sale

General

Transactions for the supply of products and services by Goodyear Tires Ireland Limited ("Goodyear") whether or not manufactured or performed by Goodyear shall be exclusively and definitely governed by these general terms and conditions of sale, which are deemed read, understood and unconditionally accepted by a Customer ("Customer") upon Customer's receipt of Goodyear's order confirmation for the same. These general terms and conditions of sale shall apply to the exclusion of any conflicting terms and conditions of the Customer. Goodyear reserves the right to vary these general terms from time to time by written notice to the Customer.

Offer & Acceptance

Price lists and standard business terms for the products of Goodyear are available to Customers upon request. Purchase orders shall only be deemed accepted by Goodyear upon and in accordance with Goodyear's order confirmation (or other written acceptance).

Delivery Terms

Unless otherwise agreed, products will be delivered to an address of the Customer within the Republic of Ireland and shall be deemed delivered when made available for unloading at the Customer's address. Following delivery of the products unless the Customer notifies Goodyear within 5 days of any discrepancies in the products received all the products ordered as stated on the delivery note shall be deemed to have been delivered. Delivery dates are estimates only and shall never be legally binding upon Goodyear, unless otherwise agreed in writing by Goodyear. Absent firm delivery dates, delays in delivery do not entitle Customer to refuse acceptance of the products, terminate, cancel or rescind the order, or to claim damages therefrom. In the event Customer does not take the products in time, Goodyear shall be entitled to charge Customer with 100% of the agreed purchase price, together with any costs incurred by Goodyear resulting from Customer's failure or delay in accepting delivery, including, but not limited to, transport, demurrage and labour costs

Retention of Title

Ownership of the products shall not pass to the Customer until Goodyear has received in full (in cash or cleared funds) all sums due to it in respect of: (i) the products; and (ii) all other sums which are or which become due to Goodyear from the Customer on any account.

Until ownership of the products has passed to the Customer, the Customer shall: (i) hold the products on a fiduciary basis as Goodyear's bailee; (ii) store the products (at no cost to Goodyear) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Goodyear's property; (iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the products; and (iv) maintain the products in satisfactory condition and keep them insured on Goodyear's behalf for their full price against all risks to the reasonable satisfaction of Goodyear. On request the Customer shall produce the policy of insurance to Goodyear.

The Customer may resell the Goods before ownership has passed to it solely on the following conditions: (i) any sale shall be effected in the ordinary course of the Customer's business at full market value; and (ii) any such sale shall be a sale of Goodyear's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

Goodyear shall be entitled to recover the products in respect of which title has not passed to the Customer at any time and the Customer licenses Goodyear to enter upon the premises of the Customer in order to recover possession.

Passing of Risks

Except as otherwise agreed in writing by Goodyear, risk of loss or deterioration of the products supplied hereunder shall pass from Goodyear to Customer upon such products leaving Goodyear's warehouse for delivery (or upon leaving factory in the case of direct deliveries from factory) or at the date products were ready to be delivered should effective delivery be prevented by Customer's acts or omissions, whichever is the earliest.

Prices

Prices for the products (or services) shall be those in effect at the time the products are delivered to the Customer (or the services are provided to the Customer). Price lists do not include VAT.

Invoice queries

The Customer shall notify Goodyear of any invoice queries or disputes within 14 days of the date of such invoice failing which the Customer shall be deemed to have accepted such invoices at the end of this 14 day period. Customer shall not be entitled to the benefit of any set off to which he might otherwise be entitled in law or in equity, except that the Customer may withhold an amount, certified in advance in writing by Goodyear, being an amount that is subject to a genuine dispute between Customer and Goodyear.

Payment Terms & Penalties

Standard payment terms applicable to all Goodyear's products are 30 days from the end of the month in which Goodyear issues an invoice, unless otherwise agreed in writing.

If payment is not received by the due date, Goodyear may apply late payment charges without prior notice to Customer on any outstanding balance at a rate equal to European Central Bank main refinancing rate plus seven (7) percentage points as well as charge Customer liquidated damages of 250 EUR per late payment occurrence representing Goodyear's related administrative costs. Goodyear further reserves the right to suspend the manufacture and/or delivery in respect of any outstanding order from Customer until such payment has been received. Goodyear also reserves the right to suspend delivery of, or cancel, an order if it has reasonable grounds for doubting the Customers ability to make future payments on a timely basis. Goodyear reserves the right to demand payment in advance in such circumstances.

Warranty

Goodyear warrants only that the products manufactured by it will, for a period of 5 years from date of production conform to their current technical specifications and be free from defects. This warranty is in lieu of all other written or unwritten, express or implied warranties.

Warranty Remedies

Customer's exclusive remedy and Goodyear's sole responsibility for any claim of whatever nature arising out of the above warranty, is expressly limited to either the replacement within a reasonable time of the products shown to be other than as warranted or, at Goodyear's option, a reimbursement in cash (such sum, in the case of tyres, to be calculated on the basis of the remaining tread depth) or in free products not to exceed the price effectively paid by Customer for the specific products shown to be other than as warranted. Any such replacement or reimbursement is conditional on Customer giving Goodyear notice that the products are other than as warranted within 14 days from the date of discovery. Failure by Customer to give this prior notice on time shall constitute Customer's waiver of all claims hereunder with respect to such products. If requested by Goodyear, all unsold or unprocessed products alleged by Customer to be other than as warranted must be returned to Goodyear, who will reimburse Customer's reasonable return freight charges. Except as set out in these terms and conditions, the Customer shall not be entitled to return the products to Goodyear.

Limitation of Liability

Goodyear shall not be liable to the Customer for loss of profits, loss of business, depletion of goodwill, loss of anticipated savings, loss of goods, loss of contracts, loss of use (in each case whether direct, indirect or consequential) nor shall it be liable in respect of any special, indirect, consequential or pure economic loss, costs, damages or charges.

To the extent permissible by law, Goodyear's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance of its obligations shall be limited to the price paid for the products or services which are the subject of the purchase order.

Cancellation

Goodyear reserves the right to cancel any accepted purchase order immediately in the event Customer breaches one of its material obligations under that accepted purchase order, and does not remedy the same within thirty (30) calendar days after notice of such breach sent by registered letter to Customer's address, without prejudice to any damages that Goodyear could claim in contract, tort or otherwise. Goodyear also reserves the right to immediately cancel any accepted purchase order should Customer be subject to any of the following events: (i) cessation of trade, (ii) placement in receivership, (iii) entrance into liquidation, or (v) inability to meet its financial obligations when due (the Cancelling Events), without any compensation to Customer as a result of such cancellation and without prejudice to any damages that Goodyear could claim in contract, tort or otherwise as a consequence of such Cancelling Events.

Patents & Trademarks

Goodyear expressly disclaims any written or verbal, express or implied warranty against patent infringement with respect to the use of the products or any application therefrom. Moreover, Goodyear's products are commercialised under names, logos and distinctive signs which constitute registered trademarks or are protected by intellectual property rights. Use, reproduction or representation in whole or in part of these names, logos or distinctive signs on any support is formally prohibited except with Goodyear's prior written agreement.

Contingencies

If in the course of executing any confirmed order, hardship or unfairness is anticipated by or has occurred to Goodyear, such as, but not limited to, any temporary restriction or unreasonable cost increase of raw materials or energy supplies, Goodyear is entitled to modify unilaterally and without liability such confirmed order to the extent strictly necessary to rectify, remove or manage such hardship or unfairness, while still substantially meeting Goodyear's obligations and duties anticipated under such confirmed order. Such modification could include an increase in purchase price or a reduction in quantity to be delivered under the confirmed order.

Force Majeure

Strikes, whether internal or external to Goodyear, floods and fires, war, riots, transport disruptions or stoppages, shortage of raw materials or energy sources, significant accident affecting sub-contracted production, receivership or compulsory liquidation of subcontractors, accident of any kind, governmental decisions affecting the manufacture or storage of products and, in more general terms, any event unforeseeable at the time of order confirmation and outside the control of Goodyear which prevents the manufacture, shipment or delivery of products to Customer or the provision of services, shall constitute cases of force majeure which authorize Goodyear to either suspend or eliminate the corresponding quantities of products from Customer's confirmed order without any liability to Goodyear.

Data Protection

The Customer shall not supply any personal data of any person to Goodyear without securing such person's express, informed consent to such supply and to Goodyear processing such personal data for the purposes of performing its obligations under these terms and conditions.

Dealing with Rights under the Contract

Goodyear may assign or sub-contract any of its rights or obligations under an order, may delegate performance of any of its obligations under the order to any agent, employee or contractor and may charge or otherwise deal in any way whatsoever with any of its rights under the order. The Customer may not assign, sub-contract, delegate, share, charge or otherwise deal with any of its rights under the order and may not so deal with any of its obligations under the order.

Cumulative Rights

The rights and remedies provided to Goodyear by these terms are cumulative and are not exclusive of any rights or remedies otherwise available to it under statute or common law. To the fullest extent permitted by the law, the rights and remedies provided to the Customer by these terms are the only rights and remedies of the Customer.

Severability

If any provision of these terms shall be found, by any court or administrative body of competent jurisdiction, to be void, invalid or unenforceable, the voidance, invalidity or unenforceability of such provision shall not affect the other provisions of these terms and all provisions not so affected shall remain in full force and effect to the extent this shall be lawful and commercially viable for Goodyear.

Waiver

Failure by Goodyear to exercise or enforce any of its rights under or in connection with these terms, including delay in submitting any invoice or demanding any payment, shall not be deemed to be a waiver of such rights or a bar on the exercise or enforcement of such right subsequently. No provision of these terms shall be treated as being waived by Goodyear unless such waiver is in writing signed by Goodyear.

Applicable Law & Competent Jurisdiction

These terms and conditions of sale as well as the relating transaction(s) between Goodyear and Customer shall be governed by and construed in accordance with the laws of the Republic of Ireland; Conflict of law rules as well as the application of the Convention of the United Nation on International Sales Contracts done in Vienna on the 11th of April 1980 are hereby specifically excluded. Exclusive jurisdiction is assigned to the Irish courts.

November 2019