

**GENERAL CONDITIONS OF SALE AND DELIVERY  
TERRITORY OF THE REPUBLIC OF SLOVENIA**

**Concluded between**

**BRIDGESTONE EUROPE NV/SA – Italian branch**

**Via Energy Park 14**

**20871 Vimercate MB**

**(hereinafter “Bridgestone”)**

**AND**

**[•]**

**(hereinafter the “Client”)**

**Art. 1) Subject.**

This Agreement covers the following products: new and retreaded tyres sold by BSIT under its brands Bridgestone, Firestone, Dayton for passenger cars, vans, trucks, buses, tractors, dump trucks, loaders and other motor vehicles, and materials for retreading products, casing and other goods or services related to business operations involving (new or retreaded) tyres (the “**Products**”).

**Art. 2) Validity and acceptance of the General Conditions**

These general conditions of contract (hereinafter the “**General Conditions**”) constitute an integral part of each sales and supply contract (hereinafter the “**Contract**”) concluded by Bridgestone Europe NV/SA - Italian branch (hereinafter “Bridgestone” or the “**Manufacturer**”) in relation to the tyres marketed by Bridgestone (hereinafter the “**Products**”) in the territory of the Republic of Slovenia. By signing these General Conditions of sale, the Client:

- i) accepts that all of the sales contracts stipulated with Bridgestone concerning the supply of Products will be regulated by these General Conditions, even in the absence of specific references to them,
- ii) waives the application of any general conditions of contract of its own.

Any particular conditions of supply applied by Bridgestone to the Client in relation to individual Orders (as defined herein) shall not constitute novation of these General Conditions. The General Conditions shall remain in force until a declaration of withdrawal is sent by one of the parties to the other party by registered mail, return receipt requested, with advance notice of at least sixty (60) days with respect to the date the withdrawal is to take effect. It is understood that, in the event of withdrawal, the General Conditions shall continue to govern the obligations established between the parties prior to the date on which the withdrawal takes effect.

**Art. 3) Orders and Offers.**

The Client shall communicate its purchase orders to Bridgestone in writing (by e-mail, fax, mail or web) or through specific IT/telephone supports made available by Bridgestone (hereinafter the “**Orders**”). The order form must include the name, size, loading index, speed index and number of pieces of the Products. Bridgestone shall be under no obligation to fulfil the Orders unless it has given written confirmation of the same. Without prejudice to the provisions of art. 14) below, the Products delivered by Bridgestone that are of the type requested in the Order may not be refused by the Client as of delivery, nor subsequently returned to Bridgestone.

Any business offers (included, but not limited to, the work programs) transmitted by Bridgestone to the Buyer shall not constitute an offer to the public pursuant to art. 1336 of the Civil Code and thus may not be considered binding for Bridgestone.

**Art. 4) Prices - Conditions and Terms of Payment - Default Interest**

Unless otherwise specifically agreed upon with the Client, the Products shall be sold by Bridgestone at the price indicated in the price lists (hereinafter the “**Price Lists**”) in effect at the time of the Order, that

the Client shall be presumed to be aware of at the time of the Order itself. The price of the Products shall be understood to be at the place of delivery.

Payments shall be made by the Client to Bridgestone within the term specified in the invoice, in the manner indicated there, without the Client being able to raise any objections of any kind to Bridgestone in order to avoid or delay payment of what is due. Delayed payments shall be subject to interest at the rate set pursuant to Legislative Decree 231/02, without any obligation of additional requests for payment or a default action. Any challenges relating to invoicing errors shall be taken into consideration only if they are received by Bridgestone in writing within twenty (20) days of the date of the respective invoice.

Each payment made by the Client for the Products shall be unconditional, and the Client may not reduce it or set it off against any of Bridgestone's liabilities with respect to the Client, unless it is otherwise agreed.

The Client agrees to provide official legal and financial information about its company to Bridgestone, with basic data concerning its business activities, including a list of its main assets, proper guarantees regarding its solvency, and the nature of its business in order to set appropriate targets and payment terms.

#### **Art. 5) Bank Guarantee**

In the event of deferred payment terms, the Client shall be obliged to provide a bank guarantee in favour of Bridgestone, if Bridgestone so requests.

The bank guarantee must be valid for a minimum of 12 months from the issuing date and be accepted by the bank indicated by Bridgestone. The Client shall cover all costs for the issuance of the bank guarantee. The amount of the bank guarantee must cover the total amount of the Products delivered. In the event that the value of the Products exceeds the amount of the bank guarantee, the Client shall be obliged to pay the difference immediately. Regardless of the amount of the bank guarantee, the Client shall be obliged to pay all invoices within the payment term stated on the invoices. The Client must renew the bank guarantee in favour of Bridgestone at least 60 days before the expiry date.

#### **Art. 6) Bonuses**

Against the purchase of certain Products or specific levels of sales, Bridgestone, at its own discretion, may grant the Client - if the Client has fully and promptly fulfilled all of its obligations in connection with the Contractual relationships existing with Bridgestone - bonuses that may be paid through credit notes and/or free supplies of the Products or other products, including third-party products. In the event of the issue of credit notes, the Buyer expressly acknowledges Bridgestone's right, pursuant to art. 1252 of the Civil Code, to set off its payables resulting from the credit notes with the Buyer's payables, even if they are not collectible.

#### **Art. 7) Expenses, Taxes, Fees, Costs and Charges**

Any expenses, fees and taxes that are in any way connected to the supply relationship, shall be the full responsibility of the Client, without prejudice to other understandings reached and provisions of law that expressly prohibit recourse against the Buyer. The Client is obliged to hold harmless and release Bridgestone from any charges, costs or expenses (including legal costs) that Bridgestone may have to sustain or incur as a result of non-performance by the Client of its obligations under this article.

#### **Art. 8) Transport, Delivery Terms and Transfer of Ownership of the Products**

Delivery of the Products shall be made to the location indicated by the Client in the Order, using a carrier chosen by Bridgestone, in compliance with the conditions of transport and delivery agreed upon by Bridgestone with the carrier. Any terms of delivery indicated by Bridgestone shall be purely approximate, and except in the case of malice or serious negligence on the part of Bridgestone, no compensation shall be due to the Client for damages directly or indirectly resulting from delays in delivery, partial delivery, or lack of delivery of the Products. Bridgestone reserves the right to charge the Client for the costs resulting from delays in or lack of delivery attributable to the same. The Client's representatives who sign the shipping documents to acknowledge receipt of the Products shall be considered to be expressly authorised to perform that operation by the Client, that may not make any objections with respect to Bridgestone in that regard. Those representatives shall be required to affix the date, time, Client's stamp and a legible signature on the shipping documents for the Products, along with exhaustive grounds for

any reservations in accepting the Products or refusing delivery. In the absence of such indications, Bridgestone may not be considered liable for any non-performance relating to the delivery or condition of the Products. The ownership of the Products supplied by Bridgestone, along with all of the risks related to the Products, shall be transferred to the Buyer at the time of delivery of the Products to it by the Carrier and as of the signing of the documents as indicated above.

Handover or delivery of the Products shall depend on their availability. If, due to reasons beyond its control, Bridgestone is unable to meet its obligations under this Agreement, it may cancel the order or propose a suitable alternative, informing the Client in writing about the situation and the reasons for which it is unable to fulfil the order. The method of packing the Products shall be at Bridgestone's discretion and shall be consistent with customary packing standards for the type of products. At the time of delivery the Client shall conduct an inspection of the goods in particular with regard to quantity, specifications, appearance, visible defects and compliance with the information above. The Client shall initially make any comments or complaints concerning the delivery when signing the delivery document. Unless otherwise specified, such inspection prior to handover shall be final in all respects. If such an inspection is not conducted or the results of the same are not recorded on the delivery document, Bridgestone shall not be liable for any further claims involving errors, obvious defects or alleged damages resulting from this delivery.

In the event of return of goods due to refusal or for any other unjustified reason, the Client shall be required to pay a penalty of 10% of the amount indicated in the invoice.

#### **Art. 9) Rules for Storage of the Products and Bridgestone Controls. Recommendations on Service Life. Express Termination Clause.**

The Products are produced for specific uses and for assembly on motor vehicles with various uses, performance and characteristics, and due to the intrinsic nature of the raw materials used in their production, they must be stored and preserved in such a manner as to avoid any alteration or degradation of their quality (such as, merely by way of example, deformation due to excessive stacking, flaws resulting from unsuitable conditions of the areas, etc.)

To ensure and maintain the quality and safety of products, Bridgestone attaches primary importance to observance of the strictest rules for storage of the Products themselves and to that end Bridgestone considers essential the scrupulous observance by the Buyer of the rules for storage of the tyres contained in the recommendations of the E.T.R.T.O. (European Tyre and Rim Technical Organization) adopted by regulation UNI No. 11061 containing "*Instructions for the Storage of Tyres, Tubes and Protectors*" (the "**Regulations**"), that include, among other things, the following points:

- the storage area must be cool, dry and moderately ventilated;
  - the tyres must be protected from sunlight and artificial light that is very strong;
  - the storage temperature must be lower than 35°C;
  - the storage areas must not contain any devices that generate ozone. Solvents, fuels, chemical products, acids, disinfectants and other similar substances must not be stored in the same storage area as the tyres;
  - the tyres must be stacked in such a manner as to avoid any condition of tension, crushing or any other deformation;
  - for short-term storage, the tyres may be positioned one on top of the other. For long-term storage, the tyres must be positioned vertically in a single row on appropriate shelves;
- The Buyer declares that it is fully familiar with these Regulations.

In relation to the Regulations, the Buyer declares that the areas and infrastructure in which it exercises its activities are suitable to guarantee what is prescribed by the Regulations, and undertakes to:

- promptly and fully comply with the Regulations - and any updates to the same — in the storage of the tyres;

not to resell tyres that for any reason or cause have not been stored in compliance with the Regulations; to cooperate with Bridgestone, in order to guarantee the maintenance of the level of quality and safety of the Products, providing all of the information necessary and allowing Bridgestone to conduct and perform all of the controls that it may decide to carry out in order to (i) jointly verify compliance with the Regulations as well as with the indications, recommendations and technical specifications provided by the

Manufacturer under art. 10 below, and (ii) to evaluate the possibility of implementing better quality standards;

Moreover, considering that (a) the duration in service of a tyre can not be predicted, as it depends on multiple variables, (b) it is known that rubber blends are subject to a natural, although slow, alteration of their characteristics, and (c) Bridgestone, as regards tyres for cars, off-road and light transport vehicles, recommends replacing tyres in service for more than ten years from their date of production, including spare tyres, with new tyres, even if the tyres appear to be in new or good conditions and able to last longer and have not yet reached the limit of deterioration established by law, the Buyer undertakes to have the maximum consideration for the above including at the time of sales, and to give explicit notice of the same to its Clients.

Bridgestone and the Buyer acknowledge that the scrupulous observance of the obligations contained in this article is considered to be essential by Bridgestone, that shall thus have the right (i) to terminate - pursuant to and in accordance with art. 1456 of the Civil Code - any Contract existing with the Buyer in the event of non-compliance, notwithstanding the right to compensation for damages, and (ii) in cases of serious conduct carried out by the Buyer in violation of the provisions of this article, with malice or serious negligence, to request all of the appropriate actions of the competent authorities including in order to safeguard its own image and the quality and safety of the Products.

**Art. 10) Client's Technical Knowledge. Preservation of the Products. Disclosure Notice to Clients.**

Considering the specific capabilities involved in the professional activities carried out, and also what is set forth in article 9) above, the Buyer makes the following representations:

- that is familiar with and complies with the provisions contained in the laws, regulations and recommendations of the competent Authorities concerning tyres, and in particular all of the UNI regulations on the matter, as well as the recommendations of the E.T.R.T.O

- that it possesses all of the technical knowledge necessary for the marketing and/or assembly of the Products and that it makes use of associates and employees who possess the same technical knowledge.

Without prejudice to the above, the Buyer undertakes to:

- (i) adopt all precautions for the best preservation of the Products and the supply of the Products to its clients, scrupulously observing any directions provided by Bridgestone and/or the manufacturers of the vehicles on which the Products are to be mounted. In particular, in order to prevent any problems and/or damage in connection with the use of the Products, the Buyer undertakes to scrupulously follow the technical specifications and/or the particular instructions relating to the Products that are transmitted by Bridgestone from time to time (including those shown on the Price Lists);
- (ii) not to change, cancel or make illegible, in full or in part, the brands, numbers, letters or whatever else appears on the Products, and not to sell Products that have been modified in such a manner;
- (iii) not to carry out any transformations of any kind on the Products;
- (iv) to resell the new or reconstructed tyres supplied by Bridgestone in the same condition in which they were supplied, and to inform its clients of the quality and precise condition of the tyres in such a manner as to avoid any doubts regarding their nature, intended use and limits on their use;
- (v) to provide its Clients with all of the necessary information regarding the use and preservation of the Products, including, but not limited to, those regarding:
  1. the quality and condition of the tyres under point (iv) above;
  2. the pressure, use and maintenance of the tyres;
  3. the technical specifications and/or particular instructions provided by the Manufacturer and/or producers of the vehicles on which the tyres are to be mounted as per point (i) above;
  4. to inform its Clients, on all occasions and by the most effective means possible, of the technical warnings and recommendations provided by the Manufacturer, including those contained in the Price Lists: a) concerning the service life of the tyres; b) concerning the methods of reading the date of production stamped on the tyres; c) concerning the fact that the tyres, including spare tyres, must regularly undergo inspection by a qualified specialist, who is to certify their adequacy for use; and in particular that tyres in service for 5 years or more must be inspected by a specialist in the field each year, in order to evaluate the necessity or suitability of being replaced.

**Art. 11) Liability and Release.**

The Client shall be solely liable, including with respect to third parties, for all of the consequences of any kind resulting from the behaviour, by actions or omission, malice or negligence, carried out by the Client or by its associates and/or employees in violation of the obligations under articles 9-10 such as, but not limited to, negligent or inadequate storage or preservation of the Products, lack of information provided to its Clients in the terms indicated above, and improper use of the Products, and the Client agrees to hold harmless and release Bridgestone from any costs, charges and/or expenses (including legal expenses) which may arise for Bridgestone as a result of the violation of those obligations by the Buyer.

**Art. 12) Advertising and Trademarks**

The Client undertakes to use in an adequate manner and consistent with its purpose any material identifying the point of sale and/or advertising material that may be supplied by Bridgestone. It is also understood that all of the cited material (except consumable materials) shall remain the property of Bridgestone, shall be provided to the Buyer only on gratuitous loan, and must be returned from the Buyer to Bridgestone simply upon request from the latter. The advertising items, protected by currently applicable legislation concerning business trademarks, shall be provided perfectly ready for use and in compliance with provisions of law. The cost for their installation, the taxes on the advertising and posters, the expenses for ordinary maintenance of advertising installations, and those for the respective consumption of energy, shall be the responsibility of the Buyer. The Client may not request reimbursement from Bridgestone for any costs for removal of the items and installations and for their return to Bridgestone, even if the removal and return are requested by the latter, nor for any costs for returning works or places to their original condition. Bridgestone shall be in no way liable for any damages resulting from installation and maintenance operations involving advertising materials.

Any use by the Client of trademarks owned by Bridgestone (hereinafter the "Trademarks") must be authorised in advance in writing by Bridgestone. In such an event, by signing the General Conditions the Client agrees to use the Trademarks only and exclusively in the context of the authorisation granted and acknowledges that all of the rights granted in such a circumstance shall remain the exclusive property of Bridgestone, and that the use of the Trademarks shall not give the Client any property rights or other rights, and that the Client thus may not transfer any rights relating to the Trademarks to third parties. The Buyer also agrees: (i) not to use the Trademarks in such a manner as to generate confusion for consumers; (ii) not to include any of the words or graphic marks that make up the Trademarks, nor the Trademarks as a whole, in their own business, or company name; (iii) not to register and/or use any distinctive marks that include the Trademarks, or that could be confused with them.

If so requested by Bridgestone, the Client shall be required to immediately cease using the Trademarks, without any indemnification or compensation, and must return to Bridgestone, within fifteen (15) days of the request, all of the hard-copy materials of any kind and/or contents, and any items (signs, etc.), installations, supports or objects with the name of Bridgestone and/or its Trademarks.

**Art. 13) Acceleration Clause — Suspension of Performance by Bridgestone**

In the event that any of the conditions established for the supply are not fulfilled, even if only in part, or if any changes take place to the Client's equity situation sufficient to endanger the performance of the services in favour of Bridgestone (including, but not limited to, changes of any kind in the Client's corporate form and/or structure and/or business structure), and also in the event of an established difficulty for the Buyer in making payments, including with respect to third parties, Bridgestone shall have the right to suspend any deliveries. In accordance with art. 1186 of the Civil Code, Bridgestone shall be authorised to consider the Buyer to be in a state of insolvency, and as a consequence may request immediate payment of all debt exposure, prior to the agreed-upon due dates, if the Client defaults on even only one of the agreed-upon payments.

**Art. 14) Warranty - Product Replacement – Exclusion**

Bridgestone shall be liable with regard to defects in the Products only when such defects are attributable to Bridgestone. Bridgestone warrants that the Products delivered to the Client are free from any flaws and

defects connected with materials or with the manufacturing process. The legal and conventional warranty on the products shall be governed by the laws of Italy.

Bridgestone shall proceed to replace the Products only for established technical reasons, determined unilaterally and at the sole discretion of Bridgestone itself. The Products that Bridgestone determines may be replaced shall be replaced with other products having the same usage characteristics. The replaced Products shall return remain fully available to Bridgestone for any discretionary test inspections, which may also be destructive. Except in cases of malice or serious negligence by Bridgestone, no requests for compensation, indemnification or reimbursements of costs or expenses related to the cited replacement may be made of Bridgestone.

The warranty shall not be valid in the following cases:

- if the DOT number is absent
- when defects are caused by actions of the Client or its customers,
- in the event of complaints relating to the transportation, storage, or maintenance of the Products by the Client,
- if defects are caused by improper use or any other use not consistent with Bridgestone's specifications,
- if the Products have been re-treaded or repaired
- if the defect is: improper toe-in or tyre-balancing, defected absorptive and/or brake, overload, contact with oil or chemicals, fire, contesting manner of use, field-use (with the exception of tyres manufactured for irregularity of the ground), smash, application with improper wheel-load or any damages caused wilfully,
- if tyre damage is caused by bad road-conditions,
- if the products were not released and sold in the territory of Slovenia by Bridgestone, but by any other inadequate trader.

#### **Art. 15) Miscellaneous**

Any tolerance by Bridgestone of conduct carried out by the Client that violates the provisions contained in these General Clauses shall not constitute a waiver of the rights resulting from the violated provisions, or of the right to demand exact compliance with all of the terms and conditions provided for therein.

#### **Art. 16) Transfer**

The Client may not assign any rights or obligations under this Agreement to a Third Party without the prior explicit written consent of Bridgestone.

#### **Art. 17) Form and Expiration**

No modification or amendment of this Agreement, including this clause, shall be effective unless made in writing and least signed by the party against whom the modification or amendment shall be enforced.

Any communication to be given under this Agreement or according to the law shall be made by registered mail. The calculation and the meeting of deadlines is determined according to the post stamp of an Italian post office, with the exception of weekly reports to sent by e-mail.

#### **18) Entirety**

This Agreement constitutes the entire agreement between the parties. Any agreement, statements or any other circumstances of legal relevance made or occurred before or at the conclusion of this Agreement, lose any effect with the conclusion of this Agreement.

#### **Art. 19) Waiver**

No act or omission by a party may be deemed to be a waiver of any rights, if such a waiver is not declared explicitly and in writing.

#### **Art. 20) Waiver of Termination**

To the extend permitted by stringent law, the parties waive their right to challenge this Agreement, to achieve its modification or recession, or to claim, that this Agreement was non concluded validly or is null and void.

**Art. 21) Restrictive Clause**

If any provision of this Agreement should be or become illegal or unenforceable, the remainder of this Agreement shall not be affected.

These provision are automatically replaced by valid and enforceable provisions, witch achieve the intended effect as good as possible

**Art. 22) Privacy**

The parties mutually acknowledge, pursuant to Article 13 of Legislative Decree No. 196 of 30 June 196 (Personal Data Protection Code), that the personal data supplied will be processed solely for the purposes under this agreement and in order to fulfill the related requirements under law, including of a tax or accounting nature.

The information will be processed both by computerized and manual recording methods, and in any event will be kept in secure environments. The data and information processed may be communicated to third parties - including those operating abroad - for the purposes specified above.

In compliance with the cited law, the parties give their mutual consent to the processing of the data for the purposes indicated above and confirm that the rights under art. 7 of Legislative Decree No. 196 of 30 June 2003 may be exercised at their offices and in the persons of the legal representatives identified in the preamble

**Art. 23) Governing Law of the Agreement and Jurisdiction**

The parties agree that this agreement shall be governed by the laws of Italy, and they expressly agree that the venue for any disputes in relation to this agreement shall be the Courts of Italy.

**Art. 24) Authentic Text**

This agreement has been drawn up in the Italian and English languages. In the event that any difficulties in interpretation arise, the parties agree that the text in Italian shall be considered the authentic version

**Art. 25) Jurisdiction**

Any disputes concerning this Agreement including the issue of its valid conclusion and its pre-and post-contractual effects are exclusively decided by the Tribunal of Monza.

**Art. 26) Term**

This agreement is stipulated for the period of three years from the date it is signed, and automatic renewal is excluded. Bridgestone shall have the right to withdraw from the agreement at any time, without being obliged to provide any justification or advance notice. The Client may withdraw from this agreement by providing advance notice of at least three months, taking effect at the end of the calendar month, unless otherwise agreed upon by the parties. The advance notice must be communicated in writing.

Location, date

(signature)  
Bridgestone Europe NV/SA - Italian branch  
Legal representative

(signature)  
The Client

The Client declares that it has clearly understood and fully accepts the provisions of this agreement. In particular, the Client declares that it expressly and specifically accepts the following clauses, in accordance with articles 1341 - 1342 of the Italian Civil Code: 2 - 4 - 5 - 7 - 8 - 9 - 11 - 12 - 13 - 14 - 19 - 20 - 23 - 25 - 26.

Location, date

(signature)  
Bridgestone Europe NV/SA - Italian branch  
Legal representative

(signature)  
The Client