



Tire Inflations Systems

**GENERAL TERMS AND CONDITIONS OF PURCHASE  
PTG REIFENDRUCKREGELSYSTEME GMBH**

(JUNE 2019)

For contracts and orders of Michelin Reifenwerke AG & Co. KGaA and for affiliated companies such as PTG Reifendruckregelsysteme GmbH based in Germany, the following terms and conditions shall apply exclusively, unless otherwise agreed in writing. They shall also apply particularly if deviating general terms and conditions of sale of the supplier conflict with them, even if these have not been expressly contradicted in individual cases.

In addition to the General Terms and Conditions for Purchasing, the PRINCIPLES OF PURCHASING FROM MICHELIN apply, which are known to the supplier and can be viewed at [https://purchasing.michelin.com/fr/documentfilters/ger\\_2020-michelin-purchasing-principles-grundsatz-einkauf-michelin/](https://purchasing.michelin.com/fr/documentfilters/ger_2020-michelin-purchasing-principles-grundsatz-einkauf-michelin/) or are available on request.

**1. GENERAL, CONCLUSION OF CONTRACT**

- 1.1. Offers from the supplier are free of charge for us.
- 1.2. An order from us represents an acceptance of the supplier's offer. Orders, agreements, additions and amendments are only binding if they are issued or confirmed by us in writing or in text form. An order confirmation from the supplier is not required and is not accepted by us. The contract shall become effective upon receipt of the acceptance without order confirmation by the supplier, unless the supplier objects within 5 days of receipt exclusively by e-mail to: [purchase@ptg.info](mailto:purchase@ptg.info) (hereinafter referred to as "objection e-mail").
- 1.3. In the event of deviations from the contractual services, the Supplier shall inform us immediately, in particular of a deviating delivery date and/or delivery quantity, price, etc. The information shall be sent exclusively by e-mail to: [purchase@ptg.info](mailto:purchase@ptg.info) (hereinafter referred to as "information email").
- 1.4. In the case of section 1.3, we have a right of cancellation. This shall be exercised within 5 days of receipt of the information e-mail. The same applies in the event of a deviation from the contractual services in the event of delivery without an information e-mail. The period runs from delivery. Returns shall be made at the supplier's expense.

**2. DELIVERIES OF GOODS**

- 2.1. Unless otherwise arranged or agreed by us, all deliveries shall be made at the supplier's risk-free supplier's works, which is specified as the place of destination/receiving center (DAP Incoterms® 2010). The supplier shall choose the most cost-effective shipping alternative.
- 2.2. Each consignment must be labelled with the address and our order/call-off number. If the order/call-off number is not available, the consignment must be labelled with the name of the contact person.
- 2.3. The goods must be accompanied by a single copy of the delivery note, on which the following must be listed:
  - Our complete order/call-off number or, if not available, the name of the contact person;
  - the designation of the goods;
  - Net and gross weight of the goods;
  - the delivery quantity in the ordered unit of measurement.
- 2.4. If the agreed deadlines are not met by the supplier, the legal consequences shall be governed by the statutory provisions.
- 2.5. Premature deliveries/services or partial deliveries/services require our prior consent.
- 2.6. If the supplier does not fulfill his delivery obligation on time, we reserve the right to claim a penalty of 0.2% of the agreed price per working day for each day by which the deadline is exceeded, up to a maximum of 5% of the agreed order value, unless the supplier is not responsible for the delay.
- 2.7. We assume that the supplier has a comprehensive knowledge of the possible dangers of his goods during dispatch, packaging, storage, etc. Before executing a contract, the supplier must therefore check whether the goods or their components specified in the order have to be categorized as dangerous goods. In such cases, the supplier must inform us immediately and



## Tire Inflation Systems

comprehensively. Immediately after receipt of the order and call-off, the supplier must send us the necessary binding declarations, correctly completed, and signed with legally binding effect.

- 2.8. The delivery of chemical substances and preparations shall be made in compliance with the relevant laws, in particular the REACH and GHS/CLP regulations. Prior to the first delivery, the supplier shall provide us with a current safety data sheet, if applicable with an exposure scenario as defined in Annex II of the REACH Regulation, in German and, upon request, in other languages at [purchase@ptg.info](mailto:purchase@ptg.info).  
In the event of significant changes, the safety data sheet must be sent to us by the supplier immediately and unsolicited, stating the update date. The safety data sheet must be renewed after 5 years at the latest. The supplier of any products is obliged to inform us immediately if a product supplied by him contains more than 0.1% of its mass of one or more substances listed in Annex XIV of the REACH Regulation or the ECHA candidate list (substances of very high concern).
- 2.9. The supplier undertakes not to use any products, materials or equipments that contain one or more of the substances listed below, either in pure form or in combination with other products:
- Asbestos (neither chrysotile asbestos nor amphibole asbestos (anthophyllite, amosite, actinolite, tremolite and crocidolite) and/or artificial mineral fibers to be assessed as carcinogenic;
  - Refractory ceramic fibers (thermal insulation, fire protection, ...) unless they are technically necessary, e.g. at continuous temperatures above 1000°C;
  - Lead chromate, lead sulphate, white lead, etc. (e.g. in paints);
  - Pitch and tar;
  - Trichloroethylene (degreaser);
  - Benzene.
- 2.10. The supplier shall be responsible for all damage arising as a result of incorrect information in the binding declarations or because existing regulations for the handling (packaging, dispatch, storage, etc.) of dangerous goods and chemical substances and preparations have not been observed.

### **3. PACKAGING**

- 3.1. When packaging the goods, the supplier shall observe the principles of the relevant laws, in particular the Packaging Act, and shall deliver the goods in reusable packaging wherever possible. If this is not possible, recyclable packaging must be used. Goods must be packed in such a way that transport damage is avoided.
- 3.2. The supplier must take back its waste, packaging etc. in accordance with the statutory provisions on its own responsibility and free of charge for us, unless otherwise agreed in individual contracts. The supplier shall be liable for damage and shall bear the costs arising from non-compliance with these regulations.
- 3.3. The current national and international regulations must be observed for packaging, labelling and declaration.

### **4. CONTROL, ACCEPTANCE**

- 4.1. The goods will only be accepted after the quantity, weight and quality have been checked. Confirmations of receipt sent to forwarders, railway and postal services are not proof of completeness and/or conformity with our order.
- 4.2. The acceptance of goods that do not correspond to our order will be refused. Such goods will be returned to the supplier carriage forward.

### **5. FAULT LIABILITY**

- 5.1. The Supplier shall be liable for the absence of defects in the delivery or service, for the existence of warranted characteristics and guarantees given and for ensuring that the delivery or service complies with the intended use, the statutory requirements, in particular the Product Safety Act and the Product Liability Act, for a defect-free product, the latest state of the art and provisions of the authorities and trade associations (e.g. accident prevention regulations and DIN standards, etc.).



## Tire Inflation Systems

- 5.2. The supplier waives the defence of late notification of defects, unless the defects are obvious.
- 5.3. The claim for liability for defects consists, at our discretion, of a request for subsequent fulfilment or replacement delivery. If subsequent fulfilment or replacement delivery is not possible, unreasonable or unsuccessful, the right to withdraw from the contract or reduce the purchase price or instead claim damages for non-fulfilment shall remain unaffected.
- 5.4. In urgent cases or if the supplier does not fulfil its liability for defects, we may take the necessary measures ourselves at the supplier's expense and risk and without prejudice to the supplier's liability for defects.
- 5.5. All costs incurred in connection with the liability for defects, e.g. for dismantling, assembly, freight, packaging, insurance, customs duties and other public charges, tests and inspections, etc. shall be borne by the Supplier.
- 5.6. Unless otherwise agreed in individual contracts, the liability period for defects shall be two years from the date of receipt of the delivery or, if acceptance takes place, from the date of acceptance. It begins anew after each replacement delivery for the replacement part.

### **6. COMPLIANCE WITH MINIMUM WAGE PROVISIONS**

The supplier assures and undertakes to strictly comply with the statutory provisions of the Minimum Wage Act.

### **7. RELEASE**

The supplier shall indemnify us against any liability and claims for damages and events that are attributable to the supplier in connection with the fulfilment of the contract. In the event of a claim by third parties for the above-mentioned damages and events, the supplier shall indemnify us.

### **8. INVOICING AND PAYMENT**

- 8.1. For each delivery, a clear and verifiable invoice must be sent to us at the invoice address specified in the order, clearly stating our order/call-off number and the address of the recipient of the service and, if applicable, the delivery note number. If there is no order/call-off number, the name of the contact person must be stated. Any disadvantages arising from incomplete information shall be borne by the supplier.
- 8.2. We reserve the right to return unprocessed invoices at the supplier's expense if they do not comply with the VAT requirements (Section 14 UStG [German Value Added Tax Act]) specified in Section 8.1. In this case, the invoice shall be deemed not to have been issued.  
Upon request, the supplier shall create and send us original electronic invoices and credit notes (hereinafter referred to as "e-invoices") that comply with the legal requirements for e-invoices, in particular the EU Invoicing Directive 2010/45/EU and the Value Added Tax Act. The e-invoices must be created as .pdf files and sent to [eingangsrechnungen@ptg.info](mailto:eingangsrechnungen@ptg.info).
- 8.3. Unless otherwise agreed in individual contracts, the agreed prices are fixed prices. They include all costs and ancillary costs that may arise in connection with the fulfilment of the contract.
- 8.4. If no special provisions on the due date have been made in the order or the agreement, payment shall be made within 30 days by means of payment of our choice, particularly by bank transfer. Consent to direct debit is not given.  
The deadlines shall run from receipt of the invoice, but not before receipt of the goods by us or, in the case of services, not before their acceptance and, if documentation and test certificates are part of the scope of services, not before they have been handed over to us in accordance with the contract. Acceptance of the consideration shall take place no later than 15 days after receipt of the consideration.
- 8.5. Payment shall be made subject to verification of the invoice by us.
- 8.6. Claims against us may only be assigned with our written consent. The supplier may only withhold deliveries or declare offsetting on the basis of counterclaims recognized by us or which have become res judicata. Deductions, in particular credit notes, which have not been expressly agreed shall not be recognized.



Tire Inflation Systems

## **9. COPYRIGHTS AND OTHER RIGHTS**

- 9.1. The models, templates, calculations, logos (word and figurative marks), texts, images, graphics, animations, videos, music, sounds and other materials physically or electronically provided by us as part of the order or agreement are subject to copyright and other laws for the protection of intellectual property and are each protected by copyright/trademark law as a whole and in parts. All materials and other documents provided for execution shall remain our property and may only be used for the contractually agreed purposes. We reserve all rights thereto.
- 9.2. The Supplier may not further utilize or reproduce the materials and other documents, nor make them accessible to third parties. In the event of loss, PTG must be informed immediately. After performance or upon request by us, these must be returned to us free of charge, subject to existing statutory retention obligations, or destroyed by the Supplier with our prior written consent. Electronically transmitted documents, materials or data must be deleted if necessary.
- 9.3. Where relevant for the provision of the service, the Supplier undertakes to duly apply the applicable guidelines for the correct use of the Michelin Group trademarks, which are known to the Supplier or will be made available by us on request.

## **10. SECURITY**

The supplier undertakes to treat all commercial, operational and technical information that is not in the public domain and that becomes known to him through the business relationship as business secrets. In the event of a confidentiality obligation existing for PTG, this does not extend to the disclosure of information to our affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG).

## **11. DATA PROTECTION**

- 11.1. PTG collects and processes personal data in accordance with the principles and on the basis of the GDPR and the BDSG. Personal data that PTG becomes aware of in connection with the business relationship with the supplier will be used exclusively for the specified purposes and for processing the contractual relationship.
- 11.2. Suppliers have the right of access, rectification, objection, restriction of processing and erasure as well as the right to transfer personal data concerning them. If suppliers wish to make use of these rights and receive information about the data concerning them, they can contact the following controller PTG Reifendruckregelsysteme GmbH, for the attention of the Data Protection Officer, Habichtweg 9, 41468 Neuss, info@ptg.info.
- 11.3. PTG transfers personal data to its service providers and/or to affiliated companies within the meaning of Section 15 AktG for the purpose of contract fulfilment. A third country transfer takes place exclusively based on an adequacy decision by the EU Commission; the use of standard clauses in the respective service provider contracts; subject to suitable guarantees (Article 46 GDPR) or binding internal data protection regulations (Article 47 GDPR); an exception under Article 49 (1) subparagraph 2 GDPR (if the requirements of Articles 46 and 47 GDPR are not met); an individual authorization by a supervisory authority. The Supplier may request information about this and may contact the Company's data protection officer for this purpose. The Supplier shall create the same conditions if a transfer to a third country takes place. For this purpose, the Supplier shall inform PTG on what basis a data transfer takes place or if there is a change in the course of the business relationship.
- 11.4. Personal data relating to PTG or third parties that come to the Supplier's knowledge in connection with the business relationship may only be processed and used for processing the order and the associated services and only on the basis of Article 6 (1) GDPR (or Article 9 GDPR). The data may not be passed on to third parties.
- 11.5. The Supplier undertakes to take all technical and organizational measures necessary for data protection and data security. The Supplier's employees shall be obliged to maintain the confidentiality of the data, as the relevant statutory provisions require that personal data be processed in such a way that the rights of the persons affected by the processing to the confidentiality and integrity of their data are safeguarded. The Supplier is therefore prohibited from processing the personal data obtained from the order in an unauthorized or unlawful manner or



## Tire Inflations Systems

intentionally or unintentionally violating the security of the processing in a way that leads to destruction, loss, alteration, unauthorized disclosure, or unauthorized access.

- 11.6. If the order also includes the processing of personal data, the Supplier and PTG shall sign an agreement on commissioned processing within the meaning of Article 28 GDPR. If PTG and the Supplier and/or other third parties jointly determine the purposes and means of processing as the controller, they are joint controllers within the meaning of Article 26 GDPR. They shall set out in a transparent agreement which of them fulfils which obligation under the GDPR, in particular with regard to the exercise of the rights of data subjects and who complies with which information obligations pursuant to Articles 13 and 14 GDPR. Insofar as the supplier fulfils an activity under its own responsibility, it shall ensure that the principles of the GDPR are complied with.
- 11.7. In particular, the supplier undertakes to fulfil the documentation obligations pursuant to Article 24 (1) GDPR; to maintain a processing directory; to carry out a data protection impact assessment where necessary and to delete personal data promptly if its processing and storage are no longer necessary and no longer must be stored within the framework of legal regulations.
- 11.8. The Supplier shall notify PTG's data protection officer within 24 hours if a breach of data protection provisions relating to its own organization has been identified. The same applies if employees of PTG or third parties report such a breach to the Supplier. For this purpose, the Supplier shall immediately contact PTG's data protection officer by e-mail: [info@ptg.info](mailto:info@ptg.info). The Supplier shall comply with all requests and demands of PTG's data protection officer. The Supplier shall - if there is reason to do so - report the violation to the data protection authority responsible for it within the legally required period. In addition, the data protection information of the responsible body applies: <https://ptg.info/datenschutz/>

## 12. ANTI-CORRUPTION

- 12.1. The supplier declares to counteract any form of bribery and corruption within the framework of the supply relationship and to comply with the relevant statutory provisions and the PRINCIPLES OF PURCHASING FROM MICHELIN.
- 12.2. The supplier undertakes and confirms to refrain from the following:
  - a. to promise, to offer, to grant gifts/benefits or other inappropriate financial or other advantages directly or indirectly to our employees who are entrusted with the preparation, conclusion or execution of the contract or to persons close to them,
  - b. committing or aiding and abetting criminal offences that fall under Section 298 StGB (agreements restricting competition in tenders), Section 299 StGB (bribery and corruption in business dealings), Section 333 StGB (granting of advantages), Section 334 StGB (bribery) or Section 23 GeschGehG (violation of trade secrets).

The above obligations also apply to all subsidiaries, employees, directors, workers, or officers of the Supplier as well as to all third parties involved in the contractual relationship.

- 12.3. In the event of a breach of the obligations specified in Clause 12.2, we shall be entitled, without prejudice to other rights of cancellation and withdrawal, to terminate the contract extraordinarily and to break off all negotiations.
- 12.4. The supplier shall compensate us for all damages arising from a breach of the obligations specified in clause 12.2 for which the supplier is responsible.

## 13. SUPPLIER'S DECLARATION

- 13.1. The supplier is obliged to submit a supplier's declaration or a proof of origin in accordance with the customs regulations. If a long-term supplier's declaration is submitted, the supplier is obliged to notify us immediately and without prior request of any changes to the characteristics of the goods that are relevant with regard to the preferential rules of origin.

The supplier shall be liable for all damages resulting from the incorrectness of the content, the improper form or the late submission of the declarations for which the supplier is responsible.

## 14. OTHER PROVISIONS

- 14.1. Suppliers who enter our factory or site premises undertake to observe and comply with the general safety and environmental conditions.
- 14.2. The use of the agreement or order for reference or advertising purposes is not permitted without our prior consent.



## Tire Inflation Systems

- 14.3. In the event of questions of interpretation, ambiguities or contradictions between the above terms and conditions and translations, the German version shall prevail. The contractual language is German.
- 14.4. The place of fulfilment for deliveries and services is the place of receipt specified by us.
- 14.5. The place of jurisdiction and place of fulfilment for all disputes is Neuss. The contracting parties shall attempt to reach an amicable settlement before taking legal action.
- 14.6. The law of the Federal Republic of Germany shall apply exclusively. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.