

General Terms of Sale and Delivery of Continental Reifen Deutschland GmbH

I. Scope

1. All offers, services and deliveries are made on the basis of our General Terms of Sale and Delivery. They shall be deemed accepted by placing an order or by acceptance of delivery and shall form part of all contracts which we conclude with our contractual partners ("Customers").
2. The general terms and conditions of our Customers or third parties shall only apply if accepted by us in writing in each individual case.
3. Individual agreements made with the Customer take precedence over our General Terms of Sale and Delivery. Such agreements require a written contract or our written confirmation.
4. In order to comply with the written form under this Agreement, it is sufficient to transmit the signed declaration by telecommunication, in particular by fax or email.
5. Our General Terms of Sale and Delivery shall only apply if the Customer is an entrepreneur (Section 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

II. Offer and Conclusion of Contract

1. Our offers are subject to change and non-binding unless they are expressly denoted as binding or include a specific acceptance period. The order for the goods placed by the Customer shall be deemed a binding contractual offer. Acceptance shall either be declared in writing (e.g. through an order confirmation) or through delivery of the goods.
2. Any additions and amendments to agreements made, including these General Terms of Sale and Delivery, shall be effective only if made in writing.

III. Delivery and Default in Acceptance

1. Unless otherwise agreed in the contract or in the order confirmation, our deliveries shall be made ex works or branch. We shall be entitled to determine the type of shipment (in particular the transport party, packaging and dispatch route). Delivery and transport costs as well as the costs of transport insurance for the goods shall be borne by the Customer.
2. The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer upon receipt of our notification that the goods are ready for shipment.

The risk of accidental loss and accidental deterioration of the goods shall also pass to the Customer if Customer is in default of acceptance. If the Customer is in default of acceptance, if Customer fails to cooperate or if our delivery is delayed for other reasons for which the Customer is responsible for, we shall be entitled to demand compensation for the resulting damages including additional expenses (e.g. storage costs).
3. In cases of force majeure and other disruptive events on our end, at our suppliers or at transport parties we are not responsible for (such as interruptions of operations, traffic disruptions, fire, floods, shortage of manpower, energy or raw materials, strikes, lockouts, official measures), the delivery time shall be extended appropriately. The statutory provisions relating to the exclusion of the duty of performance in case of impossibility to perform shall remain unaffected. We shall inform the Customer of such events without delay.
4. In principle, return of purchased goods is excluded. If goods are taken back as an exception, the original amount paid shall be credited.

IV. Retention of Title and Security Rights

1. a) We shall retain title to all goods delivered by us until all our present and future claims against the Customer have been satisfied.

b) In case that we resign from a contract, we are entitled to the assertion of our retention of title and can demand the immediate return of the reserved goods, excluding any right of retention, unless these counterclaims have been legally established or are undisputed.

c) The Customer shall notify us immediately of any attachment or any other impairment of our ownership rights by third parties and shall confirm in writing the ownership rights to the third parties and to us. The Customer is prohibited from pledging or assigning the goods delivered under retention of title as security.

d) The Customer shall insure the reserved goods at his own expense against theft, fire and water damage at replacement value. Claims against the insurance company arising from a damage event with respect to the reserved goods are hereby assigned to us in the amount of the value of the reserved goods. The Customer shall inform the insurance company of the assignment of a claim.

e) In the event of processing or conversion, combination or incorporation of the reserved goods with goods not belonging to us, we shall require joint ownership of the new resultant product proportional to the ratio of the value of the reserved good to that of the other product (final invoice amount including value-added tax) at the time of its processing or conversion, combination or incorporation. In the event that no such acquisition of ownership occurs, the Customer herewith assigns his future ownership or, in the above-mentioned proportion, joint-ownership of the new resultant product to us as security. For the new resultant products, the provisions applicable to the reserved goods shall apply.

2. a) Claims of the Customers arising from the resale of the reserved goods are hereby assigned to us with all ancillary rights. If the assigned claim against the third-party debtor has been included in a current invoice, the agreed assignment shall also include the claims from the current account. The assigned claims shall serve as security for all our rights and claims in accordance with Section IV.1.a).

b) In the event that the reserved goods are sold by the Customer together with other goods not belonging to us, whether without or after processing or conversion, combination or incorporation, the assignment of the claims referred to in Section IV.2.a) to us in the amount of the value of our reserved goods (final invoice amount including value-added tax) shall be deemed agreed.

c) The Customer is only entitled and authorized to resell or otherwise use the reserved goods if the claims described under Section IV.2.a) and b) are transferred to us and if our goods are listed as separate positions in invoices, delivery notes or other documents. Customer is not entitled to dispose of the reserved goods in any other way.

d) The Customer is entitled to collect debts arising out of claims for such resale despite the said assignment. Our authority to collect remains unaffected by the Customers collection authorization. We will not collect as long as the Customer duly meets its payment obligations. Upon our request, Customer must inform us about the debtors of the assigned claims and notify the debtors of the assignment. Upon request, the Customer shall provide us with the documents necessary for the determination and assertion of the claims assigned to us for inspection, short-term removal, or copy.

e) We are entitled to revoke Customers authorization for the resale of the reserved goods and to collect the receivables assigned to us with immediate effect if the Customer is in default of payments towards us or has payment difficulties due to a significant deterioration of its financial circumstances. Customers authorization to resale our reserved goods and to collect the receivables shall automatically lapse i) if insolvency proceedings against Customers assets are initiated or ii) if payment is suspended or iii) if information about Customers financial status according to Section 802c Code of Civil Procedure (ZPO) is provided or iv) if a change of ownership of Customer occurs due to Customers financial difficulties.

3. The retention of title expires when all requirements referred to in Section IV.1.a) have been fulfilled. In this case, ownership of the reserved goods is transferred to the Customer and Customer shall have the right to the assigned claims.

4. If the value of existing securities exceeds the value of the claims to be secured by more than 10%, we shall release the securities accordingly.

V. Prices and Payment

1. Delivery, performance and invoicing shall be carried out according to the last prices confirmed by us. In the event of unforeseen changes in the costs of raw materials, labour, energy and other items beyond our

control, we are entitled to adjust our prices accordingly, if the aforementioned changes have a significant influence on the economic efficiency of the order.

2. Our invoices are due immediately, unless an individual due date has been agreed upon in writing.
3. Decisive for the date of payment is the date of crediting to our account. If a discount has been agreed upon, this is only granted if all payment obligations due from previous deliveries have been fulfilled and the invoice amount has been credited to our account in due time. The Customer shall bear the risk arising out of the form of payment.
4. If a payment has been agreed in the SEPA direct debit procedure, the final amount shown in the invoice shall be debited from the Customers bank account in accordance with the mandate issued in the SEPA direct debit procedure.
5. If the transaction is a mutual commercial transaction and if the Customer fails to effect payment by the due date, interest shall be charged on the outstanding amounts ("interest on maturity") at the statutory interest rate (Section 352 (2) German Commercial Code (HGB)). Furthermore, if Customer is in default of payment, we shall be entitled to charge default interest in the statutory amount (Sections 288, 247 BGB). Our right to claim further damages shall remain unaffected.
6. If circumstances become known to us after the conclusion of the contract which give rise to doubts about the payment of the purchase price due to a lack of solvency of the Customer, we shall be entitled to determine a reasonable period in which i) Customer effects payment against delivery or ii) provides suitable securities in the amount of 110% of the respective final invoice amount including value-added tax.
7. We shall not pay interest on advance payments or installments.
8. The Customer shall be entitled to offset or deduct payments only if Customers counterclaims are undisputed or legally binding. The Customer shall be entitled to other counterclaims, in particular the plea of non-performance of the contract, to the statutory extent.
9. The Customer shall be entitled to the payout or offsetting of an agreed bonus only if such Customer has paid to us all debts due.

VI. Liability for Material Defects

1. As far as we are liable for any lack of conformity, the Customer shall be entitled to have the products brought into conformity free of charge by repair or replacement, as we deem fit. Instead of subsequent fulfillment, the Customer shall also be entitled to request credit for the amount paid in return of the respective product to us.
2. Statements made by us relating to the delivery and performance of the goods and on the applications of the goods themselves (e.g. dimensions, weight, hardness, service values) only represent descriptions or designations and not guaranteed properties; they are to be regarded as only approximate and are subject to the variations customary in the industry, unless otherwise agreed. Guarantees with respect to quality or durability must be expressly and individually identified as such in writing.

Deviations from samples or previous deliveries shall be avoided as far as technically feasible. In case, we have a legitimate interest in the modifications, we reserve the right to make modifications that the Customer can reasonably be expected to accept, in particular if such modifications assist technical progress and insofar as the object in question is not substantially changed. Only substantial modifications may justify liability for material defects.

3. Tires on which claims for material defects are asserted should be accompanied by a completed form, e.g. a printout from our ordering dealer portal for direct Customers (ContiOnlineContact (COC)). The order for the collection of objected tires at our plant in Hanover-Stoecken, Jädekamp 30, 30419 Hanover, will be carried out automatically if our dealer portal COC is used.

In case of use of other forms to object tires, Customer has to contact the ContinentalServiceCenter (Tel: 0800 211 1230, Fax: 0800 2111220, email: continentalservicecenter@conti.de) in order to place an order for collecting the tires. The form must be signed by the Customer. Documentation showing the date the tire was sold to the Customer must be enclosed (copies of invoice and delivery note or motor vehicle registration certificate with the date the motor vehicle was first registered). Tires for which subsequent delivery or

compensation instead of performance has been granted shall become our property. In the case of unjustified defect claims, we reserve the right to invoice the costs incurred for the inspection and processing these claims.

4. The warranty period for claims for material defects for tires is limited to a period of two years as from delivery of the tires from the Customer to the end customer. If the end customer is a consumer, the warranty period shall expire at the latest five years after delivery of the tires to the Customer or, if only entrepreneurs are involved in the supply chain, at the latest four years after delivery of the tires to the Customer. The warranty period for other deliveries and services is limited to a period of two years as of delivery of the goods to the Customer or acceptance of the service by the Customer.

5. The Customer must inspect the goods immediately after delivery, insofar as this is feasible in the ordinary course of business and shall inform us in writing about any defects without delay. Otherwise, the assertion of claims for defects shall be excluded.

VII. Liability and Industrial Property Rights

1. We shall be liable under the statutory provisions for damages of any kind and on any legal grounds if a breach of duty attributable to us is based on intent or gross negligence. In case of ordinary negligence and if we are in culpable breach of a material contractual obligation, our liability shall be limited to the foreseeable damage typically occurring in comparable cases. In all other cases, liability is excluded. However, liability under the Product Liability Act shall remain unaffected by the above provisions as well as our liability for damages arising from injury to life, body and health.

Aforementioned limitations of liability shall also apply in the event of breach of duty by our legal representatives or vicarious agents. To the extent our liability is excluded according to the above provisions, this shall also apply to the personal liability of our employees and vicarious agents.

The above limitations of liability apply to all our deliveries and services.

2. We shall only be liable for the infringement of third party industrial property rights if the tires supplied by us are used in accordance with the contractual agreement and if at least one intellectual property right of the respective family of intellectual property rights has been published either by the European Patent Office or in one of the following countries: Federal Republic of Germany, France, Great Britain, Austria, or the US.

Furthermore, we shall only accept liability if the Customer informs us immediately of any claim asserted by third parties for alleged infringement of industrial property rights, does not acknowledge any alleged infringement of industrial property rights and reserves all defensive measures including any out-of-court settlements to us.

Claims shall be excluded if the goods were manufactured according to drawings, models or other equivalent descriptions or information provided by the Customer and we did not know and did not have to know that the industrial property rights of third parties were infringed thereby or the Customer is otherwise solely responsible for the infringement of the industrial property rights.

Furthermore, the provisions contained in Sections VI.1. and VII.1. shall apply accordingly in the event of infringements of industrial property rights.

VIII. Export Control

1. The Customer shall comply with all applicable export control regulations and sanctions.

2. The Customer shall provide us with all information necessary for us to comply with the export control regulations.

3. The performance of the contractual obligations is subject to compliance with the applicable export control regulations. In case of contravening export control regulations, we are entitled to withdraw from the order.

IX. Data Protection and Confidentiality

The following data protection notice applies to processing of personal data by Continental Reifen Deutschland GmbH:

1. Contact details of the data controller:

Continental Reifen Deutschland GmbH, Vahrenwalder Str. 9, 30165 Hannover, email: mail_service@conti.de

You can contact our data protection officer as follows: dataprotection@conti.de

2. For information requests, notifications and orders of, and deliveries to, our Customers we may process following personal data:

- Form of address, first name, last name,
- valid email address,
- address,
- telephone number (landline and/or mobile) and fax number,
- Information required to process information request, notifications, and orders

3. This data is collected for the purpose of

- Identification of our Customers or their contact person and representative;
- Processing of information requests, notifications and orders, deliveries as well as for the performance of contracts;
- Correspondence with Customers;
- Invoicing / Accounting;
- Processing of claims.

4. We process personal data according to

- Art. 6 (1) b) EU GDPR, where processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
- Art. 6 (1) c) EU GDPR, where processing is necessary for compliance with a legal obligation to which the controller is subject;
- Art. 6 (1) f) and Art. 17 (3) e) EU GDPR, where processing is necessary for the establishment, exercise or defence of legal claims or for the purposes of the legitimate interests pursued by us, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data.

5. Personal data which we collect, or which has been communicated to us, will only be stored until the purpose for which it was collected and processed has been fulfilled. Insofar as commercial and tax retention periods are to be observed, in particular from § 147 of the German Tax Code, § 257 HGB and § 14b of the German Value Added Tax Act, the storage period for certain data may be up to 10 years.

6. To the extent necessary in connection with information requests, notifications, deliveries for the performance of contracts, the personal data may be transferred to third parties (e.g. logistics companies) in accordance with Art. 6 (1) lit. b) EU GDPR. If necessary for the performance of the contract, the data may also be transferred to third parties associated with Continental AG within the meaning of §§ 15 et seq. of the (German) Stock Corporation Act in accordance with the Binding Corporate Rules of Continental. Continental may transfer personal data to third parties outside the Continental Group in countries European Commission has issued an adequacy decision. If personal data are transferred to third countries with no adequate level of data protection, Continental will provide appropriate safeguards to protect the personal data. Further information can be obtained from our data protection officer (see IX.1. above for contact details).

7. With respect to the processing of their personal data, our Customers or their contact persons ("data subjects") with whom we communicate, shall have the following rights:

- the right to request access to the personal data processed by us in accordance with Art. 15 EU GDPR;
- the right to obtain from us without undue delay the rectification of inaccurate personal data concerning him or her accordance with Art. 16 EU GDPR;

- the right to obtain from us the erasure of personal data concerning him or her without undue delay, unless the processing is necessary for the establishment, exercise or defence of legal claims or compliance with a legal obligation;
- the right to obtain from us restriction of processing of personal data in accordance with Art. 18 EU GDPR if the accuracy of the personal data is contested by the data subject, the processing is unlawful, the data is no longer needed for the purpose of the processing or the data subject has objected against the processing;
- the right to receive the personal data concerning him or her, which he or she has provided to us, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from us;
- in accordance with Art. 21 EU GDPR, to object to processing of personal data, on grounds relating to his or her particular situation, provided that the data processing is based on our legitimate interest or that of a third party. In this case, we will no longer process the personal data unless we can demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims;
- the right to lodge a complaint with a supervisory authority according to Art. 77 EU GDPR.

Corresponding inquiries must be sent to our Data Protection Officer (see IX.1. above for contact details).

8. Any information that the Customer receives from us in connection with the delivery relationship must be treated confidentially and must not be passed on to third parties.

X. Industrial Property Rights and Copyright

We shall remain the owner of all industrial property rights (in particular patents, trademarks, utility models, designs), copyrights and know-how existing with respect to the tires delivered and to the documents handed over in connection with the contractual relationship. Licenses to any industrial property rights, copyrights or know-how are not granted by the contractual relationship.

XI. Final Provisions

1. This Agreement shall be governed exclusively by the laws of the Federal Republic of Germany. Place of jurisdiction for all claims arising out of the business relations shall be Hanover, Germany.

2. The invalidity of any individual provision herein shall not affect the validity of the remaining provisions.

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