



**General Terms and Conditions of
IHLE tires GmbH
and its subsidiary companies with their registered offices
located in Germany
(Version as of: January 2025)**

I. General information

These General Terms and Conditions apply to offers and agreements with IHLE tires GmbH and its subsidiaries based in Germany, hereinafter also referred to as "IHLE" or "we". Our General Terms and Conditions, on which all offers and agreements are based, are hereby deemed to be accepted by placing an order, using our services of any kind, using the web shop and the wheel configurator "lissi" or accepting delivery. Supplementary, conflicting or deviating terms and conditions of the buyer (customers in an ongoing business relationship with us within the meaning of section 14 of the German Civil Code - BGB) shall not apply, even if we do not expressly object to them; they shall only apply if and insofar as they are acknowledged by us in writing in individual cases.

II. Products and services

The General Terms and Conditions of IHLE shall apply to all products sold by IHLE tires GmbH, e.g.

- all offered goods (especially new tyres, complete wheels, rims, tubes, valves, accessories) as well as
- services (especially the lissi wheel configurator).

The buyer concludes a separate agreement with us depending on the service.

III. Account opening, offers, prices, delivery and return of products and services

1. Orders can be placed via our Service Centre (by telephone) and via our webshop. The buyer must open an account using an application form for this purpose. We reserve the right to check the applicant's creditworthiness before issuing access data. We are entitled at any time to deny or revoke the buyer's access authorisation.

After checking and approving the application, the buyer will receive a customer number for access and a user ID and password for the webshop. (see Clause XI.)

2. Unless otherwise agreed, our offers are subject to change and non-binding. Orders placed by the buyer shall be deemed to be a binding contractual offer. We reserve the right to accept the offer. Acceptance can be declared either in writing (e.g. by order confirmation in electronic or written form), orally or by delivery of the service or products to the buyer. Acceptance of an offer is subject to correct and timely product availability and solvency of the buyer. The buyer will be informed accordingly if ordered goods or services are not available at the time the order is placed.
3. Incoming orders from the buyer will only be checked and processed with regard to the type and quantity of ordered goods.
4. Cancellation of an order placed by the buyer shall only be possible by telephone via our Service Centre or by e-mail if the goods have not yet been picked on the basis of an order. Depending on the order volume, the goods may already be in the picking and dispatch preparation stage shortly after we accept the order.
5. Unless otherwise agreed, services or delivery and invoicing shall be completed at the total prices currently valid on the day of acceptance of the order by us (list price plus respective valid value-added tax, respective valid Ecotax less any special offer discount and, if applicable, customs duties ex warehouse and, if applicable, transport costs) and conditions.
6. We reserve the right to adjust our prices. If the service or delivery time from the order is less than four months and a price increase occurs during this time, the buyer is entitled to withdraw from their order. Any such withdrawal must be communicated to us in writing immediately after announcement of the price increase and before delivery.
7. As a rule, no delivery dates are agreed, but only represent a non-binding projection. If an obligation to comply with agreed delivery periods is assumed in an individual case, this shall require the written form to become effective. If we cannot meet binding delivery deadlines for reasons that are beyond our control (non-availability of products), we will notify the buyer immediately and indicate the expected new delivery deadline at that time. If the products are still not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part. We shall immediately reimburse any

consideration already provided by the buyer. Without limitation, unavailability of products as referred to above includes the late delivery to us by our supplier if we have concluded a congruent hedging transaction. A congruent hedging transaction is to be assumed if the delivery obligations of our supplier under the purchase contract offer us at least the same security for the delivery as we ourselves guarantee the buyer in the sales contract. Our statutory rights of withdrawal, as well as the statutory provisions on the execution of the contract in the event of an exclusion of the obligation to perform (e.g. impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

We can only be found to be in default of our delivery obligations based on deadlines found in the statutory provisions. However, in any case the buyer must first issue us a reminder.

8. The products shall be dispatched at the buyer's expense, or at our expense depending on the selected mode of shipment, and delivered to the place specified by the buyer (mail order purchase including customs clearance). **Unless otherwise agreed, all our products shall be delivered to the nearest kerbside, not to the buyer's home or business premises.** Unless otherwise agreed, we are entitled to determine the type of dispatch (in particular transport company, dispatch route, packaging). Delivery to the buyer will be made directly against confirmation of receipt, unless the buyer has agreed to another storage location with the freight forwarder without confirmation of receipt by means of a storage permit.

The risk of accidental loss and accidental deterioration of the products shall pass to the buyer upon delivery at the latest. In the case of sale to destination, the risk passes to the buyer when the products are handed over to the person designated freight forwarder.

If dispatch is delayed due to circumstances within the buyer's scope of responsibility, the risk shall pass to the buyer on the day of readiness for dispatch.

If the buyer is in default of acceptance, fails to cooperate or delays our delivery for other reasons for which the buyer is responsible, we are entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). We charge a lump-sum compensation for this in the amount of EUR 10.00 per product per calendar day, beginning with the delivery deadline or - if there is no delivery deadline - upon notification that the products are ready for dispatch. The right to prove higher damage and our legal claims, in particular for reimbursement of additional expenses according to section 304 of the German Civil Code (BGB), remain unaffected; however, the lump sum is to be set off against further monetary claims. The buyer shall be entitled to prove that we have incurred no damage at all or only considerably less damage than the above lump sum.

Section 377 German Commercial Code (HGB) shall apply to the buyer's duty to inspect and give notice of defects. On delivery, the buyer must inspect the delivered products for any defects (in particular for deviations from the ordered quantity, the ordered type, or soiling). Obvious defects must be reported to the driver immediately (written note on the transport document and acknowledgement of receipt) **and** to us immediately upon delivery in order to safeguard the rights of the buyer. If a defect cannot be discovered despite proper inspection (so-called hidden defect), it must be reported within three working days of discovery. Otherwise the delivered products shall be deemed approved.

Our liability is excluded if the buyer fails to properly inspect the goods and give notice of defects within the specified time limits.

9. **Within 14 days of delivery, the buyer shall have the option of returning faultless goods in accordance with the regulations. This must be requested by telephone from our Service Centre, by e-mail or via the contact form in our webshop. The goods and their original packaging must be in a defect-free condition. The return of any goods shall be organised by us in consultation with the customer and at the customer's expense.**

Complete wheels and rims are generally excluded from returns. This shall also apply to goods ordered by us from third-party suppliers at the customer's request and delivered directly to the customer.

10. **The consequences of force majeure and thus any circumstances beyond our reasonable control (e.g. natural disasters, war, pandemics, epidemics, terrorism, civil unrest, instances of wilful or malicious damage, strikes, outbreaks of disease, lockouts, industrial action, limited access to [or non-availability of] means of transport, fires, explosions, floods, droughts, extreme weather conditions), compliance with laws or governmental orders, regulations, ordinances and instructions at our premises and those of our suppliers shall release us from the obligation to deliver on time, and shall also give us the right to suspend further deliveries without any obligation to make subsequent deliveries.**

11. Significant deteriorations in the financial circumstances of the buyer, the submission or the application for the submission of a declaration in lieu of an oath, payment difficulties or a change of company ownership in connection with payment difficulties shall release us from fulfilling any current delivery orders, and shall entitle us to immediately suspend delivery, unless the buyer makes concurrent payment. The same shall apply in cases where an agreement on the continuous supply of products is not concerned even if insolvency proceedings have been initiated.

IV. Payment

1. Our invoices are due as agreed and shown on the invoice. The buyer is in arrears upon the expiry of the agreed payment period. We reserve the right to block the customer's account after two unsuccessful reminders and, in particular, to assign the claims to a collection agency.

If a cash discount has been granted, the discount rate and the discount period shall be stated on the invoice. There is no interest on advance payments or payments on account.

2. If payment by SEPA Direct Debit or in the SEPA Business-to-Business Direct Debit Scheme has been agreed, the final amount shown in the invoice shall be debited from the buyer's bank account in accordance with the mandate issued for the direct debit process or the SEPA Business-to-Business Direct Debit Scheme. For both procedures, we will provide notice of the direct debit as pre-notification in the invoice text. The pre-notification period ends on the due date of the invoice unless we have specified a different deadline. Pre-announcement enables the buyer to arrange for the appropriate cover in the account designated by the buyer.
3. Objections to the invoice or the invoice amount by the buyer (e.g. due to missing or incomplete delivery) must be communicated in writing to IHLE tires GmbH, Heinkelstraße 13, 76461 Muggensturm, within a period of 30 days after the invoice date (receipt of the complaint). After unconditional payment or expiry of this period without written notification, the buyer is precluded from making any objections to the invoice.
4. Claims for payment that are due shall be subject to interest from the due date referred to in Clause 1 pursuant to Section 288 (2) BGB, currently at 9 percentage points above the respective base interest rate of the European Central Bank from the gross final amount of the invoice due for payment. This shall not affect our right to claim damages for default.
5. We reserve the right, on a case-by-case basis, to demand the issuance of direct debit authorisation (Clause 2), advance payment, the provision of security, cash on delivery or cash payment for our deliveries if we become aware of circumstances subsequent to the conclusion of the contract which could substantially reduce the creditworthiness of the buyer and which endanger payment of our outstanding claims by the buyer arising from the respective contractual relationship and the current business relationship.
6. We reserve the right to make deliveries only within the scope of a credit limit defined by us. We hereby reserve the right to cancel any granting of credit – even within the payment periods – if reasons support the belief that our claims or security interests are jeopardised. We are also entitled to demand sufficient security at our discretion at any time.

If such security is not provided in due time following our request, our claim to payment shall become due immediately.
7. The buyer can only withhold or set off payments on the basis of counterclaims that have been recognised by us, are undisputed, ready for decision or are the subject of a final judgement.

V. Electronic data exchange

1. We are entitled to offer buyers the option of electronic data interchange (EDI) within the framework of our e-business portfolio and to convert payment processing from paper form to electronic data interchange. This also applies to the creation and transmission of electronic invoices in accordance with Section 14 German VAT Act (UStG), as well as to electronic credit vouchers (hereinafter referred to as “**e-invoices**”). In this case, the e-invoices shall replace the original invoices/credit vouchers previously prepared in paper form and conform to the legal requirements for e-invoices, in particular EU Regulation no. 910/2014, the VAT Directive 2001/115/EC, the Signature Act and the provisions of the Value Added Tax Act.
2. If the original invoices and/or credit vouchers are still created and transmitted in paper form, the buyer shall be informed of the details (for instance processing methods, implementation periods, third parties involved, storage location) in text form before the conversion.

The buyer hereby declares their agreement to the transmission of e-invoices by IHLE or third parties commissioned by IHLE and their conditions, and shall ensure the technical requirements for accessing the e-invoices as agreed are met.

VI. Retention of title and security rights

1. We reserve title to all products delivered by us until all claims due from the buyer arising from the business relationship, including conditional and future claims, have been satisfied. The same applies as long as we act as security provider to third parties in connection with the business relationship.
2. In the event of the assertion of our reservation of title, we shall be entitled, without prejudice to the payment obligation of the buyer, to credit the repossessed goods

- a) at the market price (= realisable resale proceeds) or
- b) in accordance with the above Clause IV.6. after deduction of the depreciation in value.

In all cases, we shall be entitled to deduct the costs of taking back possession of the goods in the amount of 10 % of the credited amount from the credit note. The buyer is at liberty to provide evidence of lower impairment costs and lower costs for taking back possession of the goods.

- 3. If the goods subject to the retention of title are combined, mixed or blended with products not supplied by us, for the purpose of facilitating proof, our co-ownership share in the products in the buyer's possession pursuant to Sections 947, 948 German Civil Code (BGB) shall be determined in such a way that the additions to our products within the last 6 months before assertion of our reserved rights are set in value in relation to products delivered by third parties within the same period. The buyer is at liberty to provide evidence of a different co-ownership share.
- 4. The buyer must sufficiently insure goods subject to retained title, in particular against fire and theft. Claims against the insurance from damage affecting the goods subject to retained title are hereby already assigned to us in advance in the amount of the replacement value. The buyer must inform the insurance company of the assignment of the claim.
- 5. Until full repayment of all their liabilities within the meaning of Clause VI (1), the buyer hereby assigns to us in full the claims against its customers arising from the resale of the goods subject to retained title with all ancillary rights. The buyer shall refrain from all actions which could impair the agreed advance assignment, in particular the agreement that the claims arising from the resale cannot be assigned by them and that the claims are included in a current account relationship existing with his customers. If, however, a current account relationship arises, the current account claim shall be deemed assigned to us in the amount corresponding to the claims from the resale of products delivered by us that have been included in the current account relationship. The same applies after netting out the balance due in lieu of the current account balance.
- 6. In the event that the goods subject to retained title are invoiced by the buyer with other goods not belonging to us or together with services, the assignment of the purchase price claim pursuant to Clause VI.5 shall be deemed agreed in the amount invoiced by the buyer to their customer for the goods subject to retained title including VAT; if the individual price of our reserved goods is not listed separately in this invoice, the assignment shall be valid in the amount of the price invoiced by us to the buyer at the time of deliver to their customer.

If the buyer renders a related service in connection with the sale of the goods subject to the retention of title, e.g. assembly, balancing or similar, and if the goods subject to retention of title and the service are not listed separately on the invoice, i.e. the invoice value is only shown as the total price, the entire claim shall be deemed assigned to us.

- 7. The buyer is only entitled and authorised to resell or otherwise use the reserved goods on condition that the above-mentioned claims are transferred to us and that the names of our products are listed in their copies of invoices, delivery notes or other documents.
- 8. The buyer is authorised to collect the receivables from the resale despite the assignment. This is without prejudice to our authority to collect. The authorisation to collect claims can be revoked by us if the requirements specified in Section VI (10) and (11) have been met.

In the event of a significant deterioration in the financial circumstances of the buyer, as described in Section IV (7), the buyer's right to resell the goods subject to reservation of title and to collect the claims assigned to us lapses. In this case, the buyer must allow our agents to take all measures at their company which we consider appropriate and necessary to safeguard and assert our rights arising from the reservation of title.

- 9. If a buyer wishes to sell or assign receivables resulting in whole or in part from the sale of our goods to a third party by way of factoring or any other form of debt purchase (hereinafter referred to as "factoring"), the buyer is obliged to inform us in advance and to obtain our consent.

The buyer hereby transfers to us claims to which they are entitled from factoring transactions vis-à-vis the factor in the amount of our respective balance.

If there is concern that our claims or security interests are impaired or endangered, we can inform the factor at any time about the security interests resulting from this paragraph and demand payment to us. If the claims are sold or assigned without our consent, the buyer must compensate us for any resulting damage.

If, in such a case, there are uncertainties about our entitlement, the buyer undertakes, until clarification, to instruct the factor to pay out sums in the amount of our balance into a trust account named by us or to deposit them to such an account.

The above provisions apply both to so-called genuine factoring - the factor bears the credit risk - and to non-genuine factoring, in which the default risk remains with the seller of the receivables.

10. In case of default of payment or if other reasons justify the concern that our rights of retention are endangered, we can assert the security rights mentioned in this section. In this case, the buyer is obliged to provide the information necessary to assert these rights and to hand over the necessary documents, in particular delivery notes, invoices, stock lists etc. to us.
11. The buyer must inform us immediately of any seizure or any other impairment of our reservation of title or security rights by third parties and confirm these rights both to third parties and to us in writing.

The buyer is not permitted to pledge or transfer these rights by way of security.

12. In case of default of payment or if other reasons justify the concern that our rights of reserved title and security are endangered, the buyer is obliged at our request to notify their customers of the assignment described under Section VI (5) above.
13. If the value of the securities for our benefit (with regard to rights of retained title, the invoice value of the goods subject to retention of title is decisive) exceeds our claims by more than 20% overall on a permanent basis, we shall be obliged to release securities of our choice at the buyer's request.

VII. Ethics and compliance

1. Within the scope of the business relationship, the buyer hereby declares that it will counteract any form of bribery, corruption, money laundering and fraud and will comply with the relevant statutory provisions – in particular, the provisions of the German Criminal Code (Strafgesetzbuch) and the Unfair Competition Act (Gesetz gegen den unlauteren Wettbewerb), as well as all pertinent codes and regulations. The buyer hereby undertakes in particular not to offer, promise, or grant our employees involved in the preparation, conclusion or execution of the contract or delivery relationship, or related persons, any gifts, other considerations or other inappropriate financial or other advantages, whether directly or indirectly. This obligation shall also apply to affiliated companies, employees, directors, employees or officers of the buyer in accordance with corporate law, as well as to all third parties involved in the contractual relationship.

In the event of a violation of the above obligations, we are entitled to an extraordinary right of termination in relation to existing contracts or to withdraw and to terminate all negotiations. All damages which we incur due to a violation of the above obligations and which are the responsibility of the buyer must be reimbursed to us by the buyer.

2. In addition thereto, the buyer shall comply with all applicable laws, regulations, codes and ordinances relating to health and safety, as well as environmental protection (whereby the buyer shall refrain from doing anything that could lead to environmental damage and, in particular, contribute to deforestation, land clearing and soil pollution), labour law, human rights, harassment and discrimination.
3. The buyer shall conduct its business in accordance with ethical principles. It is committed to integrity and transparency and ensures the establishment, promotion and observance of fundamental laws regarding human rights, labour law, environmental protection, ethics and fraud, as well as combating bribery and corruption. IHLE shall provide customers with an ethics hotline that they can use in the event of violations of the Michelin Group Code of Ethics (available at the link: <https://ethique.michelin.com/en/>) or the anti-corruption compliance programme. Alerts can be sent via the following link: <http://michelingroup.ethicspoint.com>.

VIII. Trade restrictions

1. The buyer shall comply with all applicable laws and regulations concerning the delivery, sale, transfer, transshipment, export, re-transfer or re-export of products and all laws concerning trade restrictions. To avoid any doubt, the laws and regulations may also include laws and regulations initiated by the United Nations or the OSCE, or otherwise enacted in the European Union or the United States of America.
2. The buyer must not do anything that could lead to us potentially – be it directly or indirectly – violating applicable trade restrictions. In addition thereto, the buyer shall not deliver, sell, transfer, handle, export, re-transfer, re-export or otherwise make available or utilise any products supplied by us if the buyer does so with the intention of circumventing, evading or avoiding any applicable trade restrictions.
3. Should we have reasonable grounds to suspect that a product has – potentially or actually – by way of delivery, sale, transfer, transshipment, export, re-transfer, re-export or other means, entered into the possession of a legal entity or individual subject to sanctions, or if we have reasonable grounds to suspect that a product has been delivered, sold, transferred, transshipped, exported, re-transferred, re-exported or otherwise made available to a legal entity or individual subject to sanctions for any such use, purpose or activity that is prohibited or otherwise subject to trade restrictions, we hereby reserve the right to
 - immediately suspend fulfilment under this contract or any other contractual relationship;
 - request further information or documentary evidence from the buyer – including (but not limited to) – licences, end-use statements and shipping or commercial documents, to verify the end-use and end-users; or
 - to take other appropriate measures with regard to the business relationship with the buyer.

4. The buyer hereby confirms that, as of the date of these General Terms and Conditions, neither the buyer nor the companies in the buyer's group of companies or their respective directors and officers are individuals subject to sanctions. The buyer must notify us immediately if the buyer or the named companies of the buyer's group of companies, directors or officers are placed on a sanctions list.

5. Sanctions and export controls in relation to Russia, Belarus and sanctioned regions of Ukraine (the Crimea region and the Donetsk, Kherson, Luhansk and Zaporizhzhia oblasts, as well as all other regions of Ukraine that could be sanctioned in the future):
 - The buyer shall not sell, export, re-export or transit for use in Russia, Belarus or the sanctioned regions of Ukraine, neither directly or indirectly, any goods or technology supplied under (or in connection with) this contract that fall within the scope of the sanctions imposed by the relevant jurisdictions (for the territories listed above). The buyer must not take any action that could result in us being held liable under these sanctions.
 - The buyer shall make every endeavour to ensure that the purpose of Clause VIII is complied with by all third parties in the further chain of trade – including potential resellers.
 - The buyer shall establish and maintain an adequate monitoring mechanism to detect any behaviour of third parties in the further chain of trade – including potential resellers. The buyer is also aware of the potential criminal law risks associated with circumventing the sanctions imposed on these countries or regions by using third countries that do not impose sanctions on these countries or regions.
 - The buyer shall inform us immediately of any information or findings that indicate non-compliance with Section VIII.5, in particular, also of relevant activities of third parties that could run counter to the purpose of Section VIII.5. The buyer shall provide Michelin with all information regarding compliance with the obligations under Section VIII.5 as soon as possible after the written request for such information.

6. The buyer shall indemnify and hold us harmless against any losses, costs, claims, causes of action, damages, liabilities and expenses – including lawyers' fees, litigation and settlement costs and court costs – resulting from the buyer's failure to comply with prevailing trade restrictions. The buyer shall be liable for all acts and omissions of the buyer, its executive officers, employees, affiliates, agents, suppliers or subcontractors of any tier committed in the performance of its obligations under this Clause VIII.

IX. Warranty

The buyer must comply with the manufacturer's recommendations regarding the products, in particular: storage, tyre selection, assembly, inflation, air pressure, use / restrictions on use, inspection, repairs etc. as well as maintenance. The buyer shall inform their customers about these recommendations. They must transfer these information obligations to their customers who are not end consumers.

The buyer is required to train their employees in the handling of the products. They shall ensure that repairs (e.g. tyre damage or welding work on the wheel) are only carried out after the wheel/tyre unit has been removed.

We assume a guarantee for goods and services supplied by us, solely pursuant to the provisions set out below.

1. In lieu of a product with a not insignificant defect for which we are responsible and which has been reported in due time, replacement will be delivered in exchange at the price plus VAT valid for the buyer on the day of the replacement delivery. We reserve the right to take appropriate account of the advantage of use in transactions with companies, taking into account the remaining tread depth in the case of tyres. Products for which compensation has been granted shall become our property.

If, in our assessment, defects can be properly remedied by repair, we reserve the right to do so instead of delivering a replacement. The buyer has no right to elect. We are entitled to make the cure owed dependent on the buyer paying the purchase price due.

The buyer is not entitled to any further rights for replacement deliveries and rectification work than applicable to the original contractual products.

If the repair or replacement delivery fails, the buyer can demand a reduction of the purchase price or withdraw from the contract.

The size information, technical data (e.g. dimensions) and advertising statements used by us are not guarantees for warranted characteristics.

2. Warranty claims are precluded or there are no defects for which we are responsible if
 - a) the damage is caused by natural wear and tear and external influences;
 - b) the damage is due to improper handling, improper profile modifications, notches, etc. made by the user or third parties, or an accident;



- c) the products are mounted on vehicles/wheels which, after careful inspection, are inapplicable to the products;
 - d) the products supplied by us have been repaired or otherwise handled by others;
 - e) the factory number, the production mark or any other marks permanently affixed to the products no longer exist or have been changed, in particular made unrecognisable;
 - f) the air pressure required or prescribed by the manufacturer has demonstrably not been maintained for tyres;
 - g) tyres have been subjected to improper use, in particular by exceeding the permissible load for the tyre size and type and the associated vehicle speed;
 - h) tyres have been damaged after installation due to incorrect wheel position or their performance has been impaired by other malfunctions in the wheel arch;
 - i) tyres have been mounted on a rim that is not classified for them, is not true to gauge, rusty or otherwise defective, or the tyre has been placed on a rim other than that prescribed in accordance with the relevant technical data;
 - j) tyres have been damaged or exposed to heat by external influence or mechanical damage;
 - k) the goods are naturally worn or damaged as a result of improper handling, storage or an accident;
 - l) tyres have been stored outdoors by the purchaser or third parties prior to installation;
 - m) tyres in tube-type versions with used tubes/beads, in tubeless versions without valve replacement (car tyres) or without a new sealing ring (truck/shoulder tyres) have been fitted by the purchaser or third parties;
 - n) the value or suitability of the product is only impaired to a minor degree.
3. Warranty claims are time-barred 2 years after sale by the buyer, at the latest however after 2 years and 6 months after delivery to the buyer.
4. Only buyers with an ongoing business relationship with us are entitled to assert warranty claims. Products for which a warranty claim is asserted shall be collected by us or a forwarding agent commissioned by us after consultation with the buyer and only with the addition of a fully completed complaint form personally signed by the end consumer. Collection is at the sender's risk and expense. The manufacturer of the products always inspects the products in question. If the buyer's request for the remedy of defects turns out to be unjustified, we can demand reimbursement of the resulting costs from the buyer. If the warranty claim is rejected by the manufacturer, the defective tyre will be returned to the buyer after consultation with the buyer by the manufacturer if they request this within 14 days after receipt of the rejection. Otherwise the tyre will be destroyed by the manufacturer. If the buyer is not the owner of the tyre, they shall ensure that the owner agrees to its disposal.

X. Liability

A claim for damages on the part of the buyer is excluded, irrespective of the basis for liability (e.g. due to non-performance, impossibility, delay, positive breach of contract and breach of obligations in contract negotiations, tort, settlement between debtors, etc.), provided that no special provisions are made below in this Clause.

The exclusion of liability set out above does not apply

- in the event of liability under the Product Liability Act and damages arising from injury to life, limb or health resulting from an intentional or negligent breach of duty on our part or on the part of one of our legal representatives or vicarious agents.
- for other damages which are based on intentional or grossly negligent breach of duty on our part or one of our legal representatives or vicarious agents with the proviso that liability - except in the case of intentional causation - is limited in amount to the foreseeable and typically occurring damages.
- for other damages which are based on a minor or moderately negligent breach of a material contract obligation on our part or one of our legal representatives or vicarious agents, with the proviso that the liability is limited in amount to the foreseeable and typically occurring damages; material contractual obligations are those whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner may regularly rely.

These liability provisions also apply to the personal liability of our legal representatives and employees and other vicarious agents.

XI. Use of our webpages (especially webshop and wheel configurator “lissi”)

You may access our webpages to order our products and for information on the configuration of complete wheels.

1. The buyer is provided access to the webshop after review and approval of the application to open an account (see III (1)). For this purpose, the buyer will be provided a user ID and a password in addition to a customer number. The buyer may apply for additional User IDs by fax or e-mail by providing us with the names of the employees to be granted access. The buyer shall appoint a person responsible for the personal and exclusive use of the user ID and password. Once assigned, the user ID and password may only be used by the person for whom they were requested. The buyer is required to verify log-out from the system after each session.

The buyer undertakes to keep the user ID and password secret and not to pass them on to third parties. The confidentiality obligation applies to every employee of the buyer who receives knowledge of the user ID and the passwords. In this context, it is strongly recommended to change this password immediately upon receipt. The buyer undertakes to ensure compliance with confidentiality and exclusive use of the webshop by authorised persons. The buyer undertakes to inform us immediately as soon as they become aware that unauthorised persons have the user IDs and/or passwords. We will then arrange for access to be blocked and confirm this by e-mail within 24 hours.

If the password is not used for more than 1 year, it will be blocked together with the account. To continue using the webshop, the password must be re-activated and a request sent to us.

Consequences and/or damages resulting from non-compliance with these provisions shall be borne solely by the buyer.

2. The “lissi” wheel configuration system (hereinafter “lissi”) is an information system used to configure complete wheels and offers buyers with access to our webshop an interface to the webshop including information on availability and prices for ordering the products from us based on the configuration. The results of complete wheel configurations can be printed as a pdf. Configuration is based on products available in the industry. In all other respects, the IHLE tires GmbH Terms of Use of for the “lissi” wheel configuration system in its then-current version shall apply and is available at www.lhle-tires.com (lissi B2B).
3. Due to the exchange of information, errors, in particular due to incorrect information provided by tyre dealers, cannot be ruled out completely. Ihle tires GmbH can therefore accept no liability for the accuracy of information.
4. The webpages may be accessed at any time. We may restrict or suspend access at any time for maintenance, updates and/or other technical or legal reasons.

The purchase of the hardware and software required for the use of the online tools, as well as the necessary Internet connection, is exclusively the user’s responsibility. We do not contribute to the costs nor are we provided with the technical means to detect or correct input errors. The user alone is responsible for the accuracy of the data and information entered.

5. Information on the webpages is non-binding and is provided exclusively for information purposes. For the creation and compliance with obligations, as well as our liability for products, only the respective contractual agreements concerning them, including the General Terms and Conditions in their respectively applicable version, shall apply. No contractual relationship can arise on the basis of information contained on this website. The webpages do not contain any guarantees or information on the quality of products or services. The information on these webpages, as well as the products and services described, may be changed or updated by us at any time without prior notice.
6. The buyer bears the risks associated with the use of the Internet, in particular network disturbances, fluctuations in transmission and data loss. They must ensure that they transmit no content to the webpages that contains software, applications, programs or viruses or other data that impair or damage the function of the hardware and software of the webpages or of other users.

All software integrated on the webpages, in particular all types of machine-readable codes, file and/or image collections, are protected by copyright and other laws for the protection of intellectual property. All software is our property, the respective licensees or third parties. The user is entitled to use the software integrated on the web pages, provided that the user complies with these and any additional terms of access and use of the software. No license is granted. The user shall refrain from:

- the use, reproduction, modification, adaptation, translation, download or transfer of the software in whole or in part,
- the sale, rental, licensing, transfer of the software or access to the software,
- the modification, removal or concealment of trademarks or proprietary notices in the software, and/or
- the decompilation, disassembly, decryption, extraction or disassembly of the software or the assistance of other persons in such activities.



7. Despite careful examination, we assume no liability in connection with our webpages. The exclusion of liability applies, in particular, to any direct and indirect damage arising from your access or use of the application, in particular, Webshop and "lissi", or from the contents of external links, including infection with computer viruses. The operators of the linked pages are solely responsible for their respective content.

The buyer is responsible for all damages arising in connection with the incorrect and/or unauthorised use of the webpages and must pay compensation accordingly.

We shall only be liable for typical and foreseeable damages incurred by the buyer in connection with the use of the webshop and "lissi", insofar as these were caused intentionally or through gross negligence. We are not liable for interruptions when using the webshop and "lissi". This also applies to the personal liability of the legal representatives and our employees as well as other vicarious agents. This exclusion of liability does not apply in the case of liability for damages resulting from injury to life, limb or health which are based on a negligent breach of duty by us or an intentional or negligent breach of duty by one of our legal representatives or vicarious agents.

XII. Copyright and other rights

All texts, images, animations, videos, music, sounds and other materials made available are subject to copyright and other laws for the protection of intellectual property and are protected in each case as a whole and in parts by copyright / trademark law.

Without our express prior written consent, they may not be copied for commercial purposes or for provision to third parties, nor may they be used in any other way, reproduced and used on other websites. We hold the exclusive copyright. We reserve all rights.

Unless otherwise indicated, all trademarks mentioned on our webpages as well as all logos and emblems are legally protected trademarks of the respective manufacturer or its subsidiaries. None of the information on these webpages is to be understood as the grant of any licenses or marks. This requires the express written consent of the respective manufacturer. Unauthorised use of these trademarks is prohibited.

XIII. Data protection

1. IHLE tires GmbH is based in Germany and collects and processes personal data according to the principles and on the basis of the GDPR and the German Data Protection Act (BDSG). The company is considered the controller under data protection law. Personal data of which IHLE becomes aware in connection with the business relationship will therefore only be used by IHLE within the scope of defined purposes and for the performance of the contractual relationship.

Data subjects have the rights of information, rectification, objection, restriction of processing, and erasure of data concerning them and may request the transfer of their data. If data subjects wish to exercise these rights and wish to receive information about data concerning them, they may contact the following controller: IHLE tires GmbH, c/o the Data Protection Officer, Heinkelstraße 13, 76461 Muggensturm, E-Mail: dsb@ihle-tires.com. The right to lodge a complaint may be exercised by submitting a complaint to the Data Protection Commissioner of the State of Baden-Württemberg. Further information is available at: <https://www.baden-wuerttemberg.datenschutz.de/>.

2. IHLE shares personal data with its service providers and/or its affiliated companies (group companies) for the purpose of fulfilling the contract. Transfers to a third country are made exclusively on the basis of an adequacy decision of the EU Commission; the use of standard clauses in the respective service provider contracts; subject to own guarantees (Article 46 GDPR) or binding internal data protection policies (Article 47 GDPR); an exception to the second subparagraph of Article 49(1) GDPR (if the requirements of Articles 46 and 47 GDPR are not met); or specific authorisation from a supervisory authority. The buyer may request information concerning the foregoing and may contact the company's data protection officer for this purpose.
3. Personal data concerning IHLE or third parties of which the buyer becomes aware of in connection with the order may only be processed and used for purposes of performing the contractual relationship and only on the basis of Article 6(1) GDPR (or Article 9 GDPR). No such data may be shared with third parties.
4. Buyer undertakes to implement all technical and organisational measures necessary for data protection and data security. The employees of the buyer are to be bound to safeguard the confidentiality of data.
5. When you visit our website, we automatically store statistical usage data. However, you as a user remain anonymous, as we only evaluate this information for statistical purposes in order to optimise system performance, user-friendliness and quality of the contributions.

XIV. Miscellaneous

1. The place of performance and jurisdiction for all disputes is Karlsruhe.
2. 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.

3. The buyer undertakes to treat all commercial and technical information of which they become aware as a result of the business relationship, and that is not publicly-known, as trade secrets. If there is any duty of confidentiality applicable to us, it does not extend to companies affiliated with us within the meaning of section 15 of the German Stock Corporation Act (AktG).
4. Modifying or rendering unrecognisable the marks and numbers on our products in whole or in part or to resell articles which have suffered any deterioration since delivery or to which modifications have been made which do not comply with the technical standards is prohibited. The buyer undertakes to sell the products as we have classified them. They will explain the exact nature and technical details of these products to their customers. We reserve the right to make technical changes.
5. In the event of ambiguities or contradictions under different versions of these General Terms and Conditions (German, English), the original German text shall apply.
6. We reserve the right to update the General Terms and Conditions at any time. The current valid version applies in all cases.