

General Terms and Conditions of RR Team GmbH

1. Scope of general terms and conditions

The following conditions are valid exclusively for all supplies between RR Team GmbH and the Purchaser, future supplies included. General terms and conditions of the Purchaser shall apply only if and when expressly accepted by the supplier or the provider of services (hereinafter referred to as "Supplier") in writing. The laws of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). These terms and conditions shall only apply in case the Purchaser is a merchant according to §§ 14, 310 BGB.

2. Delivery

Delivery is contingent upon availability of materials. Our delivery dates are non-binding, if they are noticed as "circa dates". Acts of god that can't be predicted or any acts beyond our control authorize us to delay or to refuse deliveries (partly or completely). This shall also apply if the time of delivery is exceeded or if we are in default. The customer has no right to demand compensation or subsequent delivery. The delivery of ware is on buyer's expense and risk in any case. The return of sold goods is excluded. If goods have nevertheless been taken back by exception, the valid price on the day of the return will be credited. If the delivery prices are below the current price, the delivery price will be credited. The aforementioned conditions do not apply in case of retention of title.

3. Prices

If the period between contract conclusion and the agreed delivery date is longer than four months we are entitled to pass on price increases especially if they are a result of increased wholesale-prices or labour costs. If the price increase is more than ten percent of the agreed price, the customer may cancel the contract. In case of changes of our costs (especially costs for material or wages) of more than 5 % we are entitled up to the day of the shipment to negotiate with the Purchaser regarding a price increase. The right to increase the prices shall be void in case that the late delivery falls into our sole responsibility.

4. Payments

Our invoices are due and payable without deduction as soon as the customer receives the bill. We are not obliged to accept cheques or bills of exchange. We may do it though with covered cheques. We are entitled to charge interests for delays of payment. The interest rate is the base rate of the European Central Bank plus eight percent points. Purchaser's rights to prove that no damage occurred or the damage was substantially lower than the amount we claimed remain reserved. We are entitled to claim overdue fines of 5 € per reminder. Purchaser

may not offset against our receivables unless a counterclaim is uncontested, has been established by final judgement or acknowledged by us. Purchaser may not exercise any right of retention unless the relevant counterclaim is uncontested or has been established by final judgement.

5. Reservation of proprietary rights

All goods delivered by us shall remain our property until full payment of the purchase prices to be satisfied by Purchaser. This reservation of title shall continue to be effective even if individual receivables of ours are taken up in a current account with its balance being struck and accepted, for the reservation of title then to secure such balance. The goods supplied by us under reservation of title may be sold by Purchaser only in the course of ordinary business and on condition that the claim for payment of the purchase price passes to us. Purchaser already now assigns to us any claim of Purchaser under any resale of goods supplied by us under reservation of title and in order to secure all claims we may have against Purchaser on such resale. Purchaser shall be entitled to collect on our behalf the receivables so assigned. This authority of Purchaser, however, can be revoked by us if Purchaser delays any payment due to us. In that event we shall be authorized to notify the relevant customers of Purchaser on Purchaser's behalf of the existing assignment. Purchaser shall be obligated to provide us with all data (especially the names of customers) as well as all documents necessary for us to assert our claims against Purchaser's customers. The foregoing rights of Purchaser shall be the sole dispositions of Purchaser with regard to goods supplied under reservation of title and Purchaser shall in particular not be entitled to pledge or transfer such goods by way of security. Any acts affecting goods supplied by us under reservation of title shall be notified to us, and the same shall apply with regard to any rights or enforcement actions of third parties. If Purchaser's authority to resell goods ceases to be effective, Purchaser shall on request disclose its stock of goods that are subject to reservation of title, and surrender any goods that are subject to reservation of title if requested to do so. In order to enforce our claim for surrender, we may also enter the premises of Purchaser subject to prior announcement and fixing of time period so as to take possession of such goods. Further, as soon as we have withdrawn from a contract or as soon as the conditions for our claiming damages due to non-performance have occurred, we may realize any of the goods so surrendered in order to satisfy our claims. If the combined value of our security interests exceeds the value of all secured claims by more than 10 %, we shall release a corresponding part of the security interest if so requested by the Purchaser.

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If our customer doesn't pay the outstanding deposits despite of reminders we have the right to take possession of the delivered ware, mounted or unmounted, anytime. Our customer grants us the right to take possession of our property anywhere. We also have the right to unmount the ware. The owner concerned is irrevocably entitled to release the ware. Our customer is allowed to own the ware sold under the reservation of proprietary rights as long as we do not make use of or proprietary rights and thus cancel the contract. If we withdraw goods we credit the price valid on the day of withdrawal.

6. Warranty

Concerning the following conditions we are liable for material defects during transfer of risk. Aforementioned are time-barred after 12 months. The limitation period begins with the delivery of the products to our customer. Claims for damages are excluded from the one-year limitation according to § 437 Nr. 3 BGB in case of intent or gross negligence. In this case the statutory periods apply. A tire for which defects liability is claimed shall be sent to us including the completed application form to allow us to investigate the customer's complaint. Defects shall possibly be reprimanded as quick as possible but not later than 8 days after delivery. If this respite is not adhered to, the delivered product is considered to be approved. Warranty claims are excluded in this case except claims according to § 437 Nr. 3 BGB as long as we had intention or gross negligence. We are authorized to choose between removal of defects or replacement delivery. If two attempts fail, our customer has the right to choose between reducing the compensation or rescission of the contract. When it comes to replacement delivery, we are authorized to grant a lower credit depending on the rate of wear of the rejected tires. Warranty claims against us are excluded if deficiencies, damplings or losses are causally attributable, that

- a) products delivered by us have been repaired or formed in any other way by others;
- b) the serial number, the manufacturing sign or other permanent signs on products are not existing any more or have been changed, especially if they have been defaced;
- c) the mandatory air pressure in tires has demonstrably not been adhered to;
- d) tires have been stressed contrary to regulations, especially by exceeding the permitted load or the dedicated speed limit for tires of that size and type;
- e) tires have become damaged by misalignment after the assembly or by other troubles in the wheel arch (e.g. dynamic imbalance);
- f) tires have been assembled on an unassigned, non-calibrated, rusty or deficient rim;

- g) tires have become damaged by extraneous cause, mechanical injury or calefaction;
- h) the wheel nuts or screws have not been tightened after driving 50 km after wheel change - provided that we have advised our customers to do so;
- i) tires have been stored outdoors by our customer or by a third party assigned by our customer;
- j) natural wear and tear of the product due to inappropriate treatment or accident;
- k) tires are assembled by the customer or a third party...
 - i. ...with used tubes/flaps (tube-type-tires)
 - ii. ...without valve replacement (tubeless-tires on passenger cars)
 - iii. ...without a new seal ring (tubeless-tires on trucks).

We defray all necessary expenditures concerning warranty claims in case of a justifiable objection on material defect. Disputes on warranty claims and complaint processing shall be decided by the impartial arbitration board of the "Bundesverband Reifenhandel und Vulkaniseur-Handwerk e.V." in Bonn if our customer or we in consultation with the customer appeal to the board in written form. By calling the arbitration board the legal process will not be excluded. During the arbitral procedure the limitation of any claims is inhibited. The arbitration board cannot be called if legal process is already sought and ends its activities if legal process is held during arbitral procedure. The arbitral procedure is governed by their Terms and Conditions that can be handed out by the arbitration board if the parties ask for it. The arbitral procedure is free of charge for both parties.

7. Liability

Claims for damages shall be excluded irrespective of the legal grounds therefore. Exclusion of liability shall not apply in the case of damage resulting from intentional or grossly negligent infringement of contract by one of our legal representatives or vicarious agents or if a substantial contractual obligation is culpably violated by one of our legal representatives or vicarious agents. If a substantial contractual obligation is violated, the claim for damages shall be limited to the replacement of the typical, foreseeable loss. The exclusion of liability shall neither apply to claims for damages based on the product liability law or damages as a result of deadly or bodily injuries or injuries to health.

8. Place of Venue

If the Purchaser is a businessperson, sole venue for all disputes arising directly or indirectly out of the contract shall be Gießen. However, the Supplier may also bring an action at the Purchaser's place of business.