

22 April 2026

KUMHO TYRE (U.K.) LIMITED

TERMS AND CONDITIONS OF SALE

VERSION DATED APRIL 2026

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1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Applicable Law	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national;
Bribery Laws	means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
Conditions	means KUMHO's terms and conditions of sale set out in this document;
Confidential Information	means any commercial, financial (including pricing) or technical information, information relating to the Goods, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
Container Customer	a Customer which has placed a Container Order on KUMHO the account number for which Customer is set out in the Order Acknowledgement;
Container Order	means a bulk Order for Goods to be scheduled for manufacture in a KUMHO plant and shipped and delivered by sea container or other bulk delivery mechanism as KUMHO may determine from time to time;
Contract	means the agreement between KUMHO and the Customer arising under clause 2.10 for the sale and purchase of the Goods incorporating these Conditions, including all its schedules, attachments and annexures and the Order (subject to clause 2.4);
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and controls ,

controlled and the expression **change of control** shall be construed accordingly;

Customer

means the person which has Ordered Goods

Documentation

means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Goods;

Force Majeure

means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations (or any of them) under the Contract including an act of God, disease epidemic or pandemic including recommendations or advice relating to any disease whether in connection with isolation or with the curtailment of work or travel or of assembly or otherwise, laws or sanctions of any sort imposed by any government or other applicable authority, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving KUMHO's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

Freight Surcharge

means any additional charge or cost levied against KUMHO (or any KUMHO Affiliate) by its carrier or otherwise suffered or incurred by KUMHO (or any KUMHO Affiliate) in any way relating to transport, shipment or delivery of the Goods whether for extra expenses incurred by KUMHO (or any KUMHO Affiliate), its carrier or another person in additional handling, special service, unusual delivery, or other expenses inherent in shipping, transportation or delivery of products or otherwise applicable in the circumstances in each case to the extent (as reasonably determined by KUMHO) relating to the Goods supplied or being supplied to the Customer;

Goods

means the KUMHO tyres described in the Order and to be supplied by KUMHO to the Customer in accordance with the Contract;

Intellectual Property Rights

means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in software, rights in goodwill, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not
- (b) including any applications to protect or register such rights
- (c) including all renewals and extensions of such rights or applications
- (d) whether vested, contingent or future
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

KUMHO

means KUMHO TYRE (U.K.) LIMITED registered in England under Company number 01331860, with its registered office at the date of these Conditions at 9 Mitchell Court, Castle Mound Way, Rugby, Warwickshire, England, CV23 0UY

Location

means the address or addresses for delivery of the Goods as set out in the Order or as may be subsequently and expressly agreed by KUMHO in writing;

Order

means a single order placed by a person for the purchase of Goods from KUMHO and which includes the applicable Customer account number for that person;

Order Acknowledgement

a written acknowledgement and acceptance of an Order by KUMHO whether set out in a KUMHO proforma invoice or otherwise;

Price

has the meaning given in clause 4.1;

Returns Policy

means KUMHO's policy in relation to the return of Goods to KUMHO as referred to in clause 16;

Shipping Documents

Bill of Lading

Insurance Certificate

Certificate of Origin

Statement on Origin

KUMHO Commercial Invoice

Packing List

Specification

means the description of the Goods published to the Customer from time to time by KUMHO;

Tariff

a tax or duty that a country levies on goods and/or services imported from another country or countries;

VAT

means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods; and

Warranty

the warranty given by KUMHO in relation to the Goods as referred to in clause 10.

1.2 In these Conditions, unless the context requires otherwise:

1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);

1.2.2 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;

1.2.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;

1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.6 a reference to a gender includes each other gender;

1.2.7 words in the singular include the plural and vice versa;

1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);

- 1.2.10 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of KUMHO under the Contract;
- 1.2.11 a reference to legislation includes all subordinate legislation made from time to time under that legislation;
- 1.2.12 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction, and
- 1.2.13 “party” is a reference to KUMHO or the Customer and “parties” means each of them.

2 Application of these conditions

- 2.1 These Conditions apply to and form part of the Contract between KUMHO and the Customer. They supersede any previously issued KUMHO terms and conditions of sale or supply.
- 2.2 No person may order any Goods from KUMHO unless and until KUMHO has agreed to open an account for such person. Just because an account has been opened does not mean that any Customer is entitled to any credit terms unless this is expressly agreed by KUMHO as referred to in clause 5 and or clause 6. On an account being opened for a person KUMHO will issue a Customer account number to the person concerned and that Customer account number must be quoted by the Customer in all communications with KUMHO and in particular must be given on each and any Customer Order.
- 2.3 Notwithstanding any other provision of the Contract or these Conditions, KUMHO may
- 2.3.1 refuse to deal with any person and may without thereby incurring any liability cancel any Order even if previously accepted by KUMHO if it becomes unlawful for KUMHO to trade with or supply the Goods concerned to any such person;
- 2.3.2 if the Customer has not placed any Order for a period of six months or more and at KUMHO’s absolute discretion suspend or deactivate the Customer’s account with KUMHO in which case (a) the Customer will have no right or ability to place any Order and (b) any credit terms previously agreed by KUMHO for the Customer are automatically cancelled.
- 2.4 No terms or conditions endorsed on, delivered with, or contained in the Customer’s purchase conditions, order (or Order), confirmation of order, specification or other document shall form part of the Contract except to the extent that KUMHO otherwise expressly agrees in writing.
- 2.5 Without prejudice to any express rights of KUMHO to vary any element of these Conditions Kumho may vary or replace these Conditions at any time and if it does so it will notify the Customer before accepting any further Orders from the Customer. Such new or varied conditions shall apply to all Contracts between KUMHO and the Customer entered into after the date of such notice.
- 2.6 Each Order by the Customer to KUMHO shall be an offer to purchase the Goods subject to the Contract including these Conditions. No Order shall be valid unless the Price for the Goods concerned as set out in it complies with clause 4.1.
- 2.7 Container Orders can only be made by a Customer on an applicable order form as prescribed by KUMHO from time to time and shall be placed by email to KUMHO at

containerorder@kumhotire.com (or any alternative address specified by KUMHO from time to time). Any other Order may be placed

- 2.7.1 by telephone to the KUMHO call centre;
 - 2.7.2 through the KUMHO online ordering system (in accordance with any procedures established by KUMHO from time to time),
 - 2.7.3 by email to kumho.orders@kumhotire.com, or
 - 2.7.4 through a third party electronic ordering platform (in accordance with any procedures established by KUMHO from time to time).
- 2.8 Any purported Order will not be valid unless it displays the correct Customer account number as referred to in clause 2.2.
- 2.9 The offer constituted by an Order shall remain in effect and be capable of being accepted by KUMHO for twenty Business Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn.
- 2.10 KUMHO may accept or reject an Order at its absolute discretion. An Order shall not be accepted, and no binding obligation to supply any Goods (a Contract) shall arise in the case of a Container Order except in accordance with clause 2.10.1 and in the case of any other Order until the earlier of:
- 2.10.1 KUMHO's written acceptance of the Order by Order Acknowledgement (or otherwise); or
 - 2.10.2 KUMHO delivering the Goods or notifying the Customer that they are available for collection (as the case may be).
- Each Contract relates only to the one Order concerned.
- 2.11 Rejection by KUMHO of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.12 Any delivery date stated in an Order, even where the Order is accepted or the delivery date is expressly acknowledged by KUMHO, is only an expression of the Customer's wish and is not binding on KUMHO.
- 2.13 If KUMHO believes it will not be able to deliver the Goods (or some of them) in any Order whether or not accepted, KUMHO has the right without thereby incurring any liability to the Customer to cancel that Order (or the part of the Order relating to the Goods concerned) by notice in writing to the Customer
- 2.14 KUMHO may issue quotations to the Customer from time to time. Quotations are invitations to treat only and in any event are valid only for the period of validity specified in the Quotation or if none then a period of 30 days from the date of the Quotation. No Quotation is an offer to supply Goods and is incapable of being accepted by the Customer.
- 2.15 Marketing and other promotional material relating to the Goods are illustrative only and do not form part of the Contract.
- 2.16 The Customer undertakes to KUMHO that it will promptly inform KUMHO in writing of any change to its business or company name, its registered office or trading address, and to any change in the identity of any of its directors or (in the case of an LLP) members.

3 Goods

- 3.1 From time to time KUMHO may in its absolute discretion
- 3.1.1 alter the Specification of any or all Goods;
 - 3.1.2 withdraw Goods from sale or suspend Goods from production either temporarily or permanently.
- 3.2 Production/lead times for Goods cannot be guaranteed and may vary from time to time at the discretion of KUMHO or due to external factors.
- 3.3 KUMHO is entitled to supply Goods of
- 3.3.1 better quality, and/or
 - 3.3.2 updated Specification or composition (provided that this does not result in the Goods concerned (a) being less durable than those Ordered or (b) no longer complying with applicable legal standards)

in comparison with those Ordered the Customer shall not be entitled to reject any such Goods on those grounds or claim that KUMHO is thereby in breach of any of its obligations under the Contract concerned.

4 Price

- 4.1 Unless otherwise stated or agreed in each case by KUMHO in writing the price for the Goods shall be as set out in KUMHO's most recent price list as advised by KUMHO from time to time before the date the Order is placed (the **Price**).
- 4.2 The Prices are exclusive of:
- 4.2.1 In the case of Orders which are not Container Orders, Freight Surcharges which shall be payable by the Customer in addition;
 - 4.2.2 In the case of Container Orders the following which are additionally payable by the Customer
 - (a) any items which are not the express obligations of KUMHO under the applicable INCOTERM;
 - (b) Freight Surcharges,
 - (c) demurrage charges, port storage charges, detention charges and similar in each case as suffered or incurred by KUMHO in relation to the Goods Ordered by the Customer, and
 - 4.2.3 VAT (or equivalent sales tax).
- 4.3 The Customer shall pay any applicable VAT to KUMHO on receipt of a valid VAT invoice.
- 4.4 KUMHO may increase all or some of the Prices at any time and will communicate the new Prices to the Customer by email or any other means as KUMHO may determine.

5 Payment

5.1 KUMHO shall invoice the Customer for the Goods, partially or in full, at any time on or after the Contract concerned comes into existence (as described in clause 2.10).

5.2 The Customer shall pay all invoices:

5.2.1 in full without deduction or set-off, in cleared funds either

- (a) where (b) does not apply prior to despatch of the Goods by KUMHO and as a precondition to such Order acceptance, or
- (b) if KUMHO has agreed credit terms with the Customer (but without prejudice to clause 6) and the value of the Order is less than the available credit (i) on the date for payment as notified by KUMHO to the Customer including by email, or (ii) where no such date is notified then no later than seven days following the date of the applicable KUMHO invoice,

in any case to the bank account nominated by KUMHO from time to time to receive payment.

5.3 Time of payment is of the essence. If sums due to KUMHO under the Contract are not paid in full by the due date including, (without prejudice to clause 26.2) where the Customer offsets or purports to offset against any KUMHO invoice any amount alleged by the Customer to be due to it from KUMHO) other than in accordance with clause 26.2:

5.3.1 KUMHO may, without limiting its other rights and without thereby incurring any liability to the Customer,

- (a) charge interest on such sums at two percent a year above the base rate of Barclays Bank PLC from time to time in force, or
- (b) where applicable to the debt concerned claim interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 and associated regulations, and or
- (c) suspend all deliveries to the Customer and stop and / or recall the delivery of Goods in transit

5.3.2 interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

6 Credit

6.1 Before KUMHO will consider any granting of credit terms to a Customer that Customer must complete and deliver to KUMHO a trade credit application form as provided by KUMHO. KUMHO may grant credit terms or not at its sole and absolute discretion.

6.2 The Customer warrants and represents to KUMHO that all of the information provided by it in any such trade credit application form or under clause 2.16 is or will when delivered to KUMHO be complete and accurate in all respects and not misleading.

6.3 KUMHO may vary or withdraw credit limits from time to time at its absolute discretion and withhold all further supplies of Goods including where the Customer:

- 6.3.1 exceeds any such credit limit granted;
- 6.3.2 is in any way in breach of any of its obligations under these Conditions;
- 6.3.3 has no credit granted to it, or
- 6.3.4 KUMHO believes that any circumstances relating to the Customer or any information

provided by the Customer to KUMHO on its trade credit application form or otherwise is or has become inaccurate or unacceptable to KUMHO.

- 6.4 Where the Customer's credit limit is varied or withdrawn by KUMHO, notice of such variation will be given to the Customer save where the Customer is in breach of any payment obligation to KUMHO when no such notice need be given.
- 6.5 Credit facilities are granted on the condition that every payment due to KUMHO is made by Direct Debit, unless KUMHO approves in writing an exception for bank transfer or other payment mechanism acceptable to KUMHO.
- 6.6 If a direct debit collection is unsuccessful for any reason whatsoever the Customer will make full payment of overdue invoice(s) by bank transfer within 3 days of notice of uncollected direct debit being sent to the Customer by email or otherwise.
- 6.7 Where requested Customer agrees to provide promptly to KUMHO a payment remittance advice to enable KUMHO to allocate payment against invoices as intended by Customer
- 6.8 Notwithstanding clause 6.5 where any Customer account is in arrears Kumho reserves the right to allocate payments received and/or credit notes applied against the oldest outstanding invoices first.

7 Delivery

- 7.1 All Goods are delivered under DDP (Incoterms 2020).
- 7.2 Delivery of the Goods has taken place upon the Goods:
 - 7.2.1 arriving at the Location specified in the Order, or
 - 7.2.2 if earlier being collected by the Customer from KUMHO or from KUMHO's agent.
- 7.3 Without prejudice to clause 7.10 Goods are deemed to have been accepted on signature by the Customer or its agent of KUMHO's (or KUMHO's agent's) acknowledgment of delivery documentation. After acceptance (including deemed acceptance) of the Goods the Customer has no right to reject the Goods.
- 7.4 Notwithstanding section 35A(i) of the Sale of Goods Act 1979 acceptance of some of the Goods by the Customer whether conforming to the Contract or not deprives the Customer of the right to reject the rest of the Goods whether they conform to the contract or not.
- 7.5 KUMHO may deliver the Goods in instalments and/or in any mix of its own choosing. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 7.6 If the quantity of Goods delivered varies by up to plus or minus 3 percent of the volume/number Ordered, the Customer shall not be entitled to object or reject the Goods by reason of such surplus or shortfall but shall pay for the Goods at the pro rata Contract rate. Where the shortfall exceeds 3 percent the matter will be dealt with under clause 7.7 and if the surplus exceeds 3 percent the Customer must promptly inform KUMHO so that arrangements might be made for the excess to be removed or another solution, but the Customer shall be responsible for safety and security of the excess whilst in the possession or control of the Customer. In neither case will the Customer have the right to reject the Goods delivered up to 103 percent of the Order.
- 7.7 Subject to clause 7.6 and clause 13.5 in respect of any shortfall or defect in any of the Goods

supplied, KUMHO shall not be liable:

- 7.7.1 unless the Customer gives notice of the defect or shortfall to KUMHO (and to the carrier if the defect may have resulted from damage in transit) within 5 days of:
- (a) delivery in respect of a shortfall, or
 - (b) the date when the Customer discovers or ought to have discovered the defect,
- and after receiving the notice KUMHO shall have and the Customer will promptly allow KUMHO a reasonable opportunity to access and examine such Goods and the Customer shall (if asked to do so by KUMHO) return the Goods (or some of them as specified by KUMHO) to KUMHO at the address specified by KUMHO and at the cost of KUMHO so that the Goods may be examined;
- 7.7.2 if the Customer makes use of the Goods (or sells any or all of them) after the later of
- (a) the discovery of the defect or possible defect, and
 - (b) giving written notice to KUMHO pursuant to clause 7.7.1.
- 7.8 KUMHO shall not be liable if a defect or damage arises because the Customer has failed to comply with the written or oral instructions of KUMHO as to the storage, fitting, commissioning, use or maintenance of the Goods or failed to comply with good trade practice.
- 7.9 Delivery of the Goods shall be accompanied by a delivery note stating:
- 7.9.1 the date of the Order;
 - 7.9.2 the product numbers, type and quantity of the Goods in the consignment; and
 - 7.9.3 any special handling instructions.
- 7.10 The Customer must co-operate fully with KUMHO's delivery process and shall sign KUMHO's (or its agent's) acknowledgment of delivery documentation. If the Customer fails to sign such delivery documentation delivery will nevertheless be deemed to have taken place.
- 7.11 Time of delivery is not of the essence. Without prejudice to clause 2.12 KUMHO shall use its reasonable endeavours to meet delivery dates but such dates are indicative only.
- 7.12 Any pallets or stillages on which the Goods are delivered belong to KUMHO's delivery agent and will be returned to that agent promptly on demand by either KUMHO or such agent.
- 7.13 Without prejudice to clause 7.7, KUMHO shall not be liable for any delay in or failure of delivery caused by:
- 7.13.1 the Customer's failure to make the Location available for delivery;
 - 7.13.2 the Customer's failure to provide KUMHO with adequate instructions for delivery or otherwise relating to the Goods;
 - 7.13.3 Force Majeure.
- 7.14 If the Customer fails to collect or accept delivery of the Goods, KUMHO shall store and insure the Goods pending collection or delivery, and the Customer shall pay all costs and expenses incurred by KUMHO in doing so and shall make payment promptly upon receipt of an invoice from KUMHO for such costs and expenses.

7.15 If after ten Business Days following the due date for delivery or collection or where applicable the last day of the period for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, KUMHO may resell or otherwise dispose of the Goods without any obligation or liability to the Customer, except as provided for in clauses 7.15.1 and 7.15.2, KUMHO shall:

7.15.1 deduct all storage charges at KUMHO's then-applicable rates and reasonable costs of resale; and

7.15.2 account to the Customer for any excess of the resale price over, or invoice the Customer for any shortfall of the resale price below, the Price paid by the Customer for the Goods.

8 Risk

8.1 Risk in the Goods passes to the Customer upon delivery as described in clause 7.1 or clause 7.2 or otherwise as the case may be.

9 Title

9.1 Notwithstanding

9.1.1 that DDP (INCOTERMS 2020) or any other INCOTERM may otherwise apply to an Order, or

9.1.2 the passing of risk in the Goods

title to the Goods in any Order shall pass to the Customer only once KUMHO has received payment in full in cleared funds for all of the Goods specified in that Order.

9.2 Until title to the Goods has passed to the Customer, the Customer shall:

9.2.1 hold the Goods as bailee for KUMHO;

9.2.2 store the Goods separately from all other material in the Customer's possession;

9.2.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;

9.2.4 insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting KUMHO's interest on the policy and provide a copy of such policy to KUMHO on request;

9.2.5 ensure that the Goods are clearly identifiable as belonging to KUMHO;

9.2.6 not remove or alter any mark on the Goods or on the packaging of the Goods;

9.2.7 not create, or allow any third party to have or create, any charge or encumbrance whatsoever over or in relation to any unpaid for Goods;

9.2.8 inform KUMHO immediately if it becomes subject to any of the events or circumstances set out in clauses 18.1.1 to 18.1.4 or 18.2.1 to 18.2.14; and

9.2.9 on reasonable notice permit KUMHO to inspect the Goods during the Customer's normal business hours and provide KUMHO with such information concerning the Goods as KUMHO may request from time to time.

- 9.3 Notwithstanding clause 9.2, the Customer may use or resell the Goods in the ordinary course of its business (and at its customary market price) as principal and not as KUMHO's agent until such time as it becomes aware or ought reasonably to have become aware that an event specified in clauses 18.1.1 to 18.1.4 or in clauses 18.2.1 to 18.2.14 has occurred or is likely to occur.
- 9.4 If the Customer resells the Goods in accordance with clause 9.3, title to the Goods shall pass to the Customer immediately prior to the resale.
- 9.5 If, at any time before title to the Goods has passed to the Customer, the Customer informs KUMHO, or KUMHO reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 18.1.1 to 18.1.4 or in clauses 18.2.1 to 18.2.14, KUMHO may:
- 9.5.1 require the Customer at the Customer's expense to re-deliver the Goods to KUMHO;
and
- 9.5.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

10 Warranty

- 10.1 It is the policy of KUMHO to grant a noncontractual warranty in relation to the Goods in favour of the original end user of the Goods and only in relation to the Goods whilst they remain fitted to the vehicle on which they were originally fitted. Such warranty is not transferrable to any other person or in respect of the Goods if fitted to any other vehicle.
- 10.2 The details of the Warranty current at the date of these Conditions as KUMHO may vary the same from time to time including the applicable warranty periods and the conditions to which the Warranty is subject are available from KUMHO on request.
- 10.3 Except as referred to in this clause 10:
- 10.3.1 KUMHO gives no warranties and makes no representations in relation to the Goods;
and
- 10.3.2 shall have no liability for the failure of any of the Goods to comply with the Warranty,
and all warranties and conditions (including the conditions implied by ss 13–15 of the Sale of Goods Act 1979) concerning the quality and/or the fitness for purpose of any Goods, whether express or implied by statute, common law or otherwise are excluded to the full extent permitted by law.

11 Anti-bribery

- 11.1 For the purposes of this clause 11 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 11.2 The Customer must comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
- 11.2.1 all of its personnel;
- 11.2.2 all others associated with it; and
- 11.2.3 all of its subcontractors;

involved in performing the Contract so comply.

- 11.3 Without limitation to clause 11.2, the Customer shall not make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.
- 11.4 The Customer shall immediately notify KUMHO as soon as it becomes aware of a possible breach by the Customer of any of the requirements in this clause 11.
- 11.5 Any breach of this clause 11 by the Customer shall be deemed a material breach of the Contract that is not remediable and shall entitle KUMHO to immediately terminate the Contract by notice under clause 18.1.1.

12 Indemnity

- 12.1 The Customer shall indemnify KUMHO from and against any and all losses, damages, liability, costs (including legal fees) and expenses which KUMHO may suffer or incur directly or indirectly from the Customer's breach of any of its obligations under the Contract.

13 Limitation of liability

- 13.1 The extent of the each party's liability under or in connection with each Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 13.
- 13.2 Subject to clauses 13.5, the total aggregate liability KUMHO and its Affiliates in relation to or arising in any way whether out of (i) any single Order or Contract with the Customer and/or (ii) the Goods concerned shall not exceed:
- 13.2.1 the total Price paid by the Customer for the Goods under that Contract, or
- 13.2.2 if greater the sum of US Dollars 5,000,000.
- 13.3 Subject to clause 13.5, KUMHO shall not be liable for consequential, indirect or special losses.
- 13.4 Subject to clause 13.5, KUMHO shall not be liable for any of the following (whether direct or indirect):
- 13.4.1 loss of profit;
- 13.4.2 loss of revenue;
- 13.4.3 loss or corruption of data;
- 13.4.4 loss or corruption of software or systems;

- 13.4.5 loss or damage to equipment;
 - 13.4.6 loss of use;
 - 13.4.7 loss of production;
 - 13.4.8 loss of contract;
 - 13.4.9 loss of commercial opportunity;
 - 13.4.10 loss of savings, discount or rebate (whether actual or anticipated);
 - 13.4.11 loss arising out of delay in delivery of Goods;
 - 13.4.12 harm to reputation or loss of goodwill; and/or
 - 13.4.13 wasted expenditure.
- 13.5 Notwithstanding any other provision of the Contract, the liability of either of the parties shall not be excluded or limited in any way under or in respect of the following:
- 13.5.1 death or personal injury caused by negligence;
 - 13.5.2 fraud or fraudulent misrepresentation;
 - 13.5.3 section 7 Consumer Protection Act 1987;
 - 13.5.4 any other losses which cannot lawfully be excluded or limited by Applicable Law;
 - 13.5.5 any losses caused by willful misconduct.
- 13.6 To the extent permitted by the applicable law the Customer shall not make any claim against KUMHO in connection with or arising out of any Contract more than twelve months after the date on which the Customer became aware of or should have become aware of the circumstances giving rise to such claim.

14 Intellectual property rights

- 14.1 Nothing in the Contract shall have the effect of passing to the Customer any of Intellectual Property Rights of KUMHO or any of its Affiliates in the Goods

15 Confidentiality and announcements

- 15.1 The Customer shall keep confidential all Confidential Information of KUMHO and of any Affiliate of KUMHO and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- 15.1.1 any information which was in the public domain at the date of the Contract;
 - 15.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 15.1.3 any information which is independently developed by the Customer without using information supplied by KUMHO or by any Affiliate of KUMHO; or

15.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

15.2 This clause 15 shall remain in force from the date of the Contract until five years after termination or if later, full performance by KUMHO of its obligations under the Contract.

15.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

16 Returns Policy

16.1 The Customer has no right to return to KUMHO any Goods which are compliant with the requirements of the Contract.

16.2 Notwithstanding clause 16.1 KUMHO may from time to time operate a returns policy details of which may be obtained from KUMHO. If any such scheme operates KUMHO is at liberty to withdraw that scheme and or change its terms without reference to the Customer. The operation of any such policy or scheme is at all times at the sole and entire discretion of KUMHO.

17 Force majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 90 days, either party may terminate the Contract forthwith by written notice to the other party.

18 Termination

18.1 KUMHO may terminate the Contract and/or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:

18.1.1 the Customer commits a material breach of the Contract and such breach is not remediable;

18.1.2 the Customer commits a material breach of the Contract which is not remedied within 14 Business Days of receiving written notice of such breach;

18.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid 30 days after the date that KUMHO has given notification to the Customer that the payment is overdue;

18.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled,

18.1.5 any Tariff is imposed which increases the cost to KUMHO (or any KUMHO Affiliate) of (a) any of the Goods which are to be supplied by KUMHO under the Contract or (b) the supply/delivery of them to the Customer.

18.2 KUMHO may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:

- 18.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 18.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if KUMHO reasonably believes that to be the case;
 - 18.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 18.2.4 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 18.2.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - 18.2.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - 18.2.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 18.2.8 has a resolution passed for its winding up;
 - 18.2.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 18.2.10 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
 - 18.2.11 has a freezing order made against it;
 - 18.2.12 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
 - 18.2.13 is subject to any events or circumstances analogous to those in clauses 18.2.1 to 18.2.12 in any jurisdiction;
 - 18.2.14 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 18.2.1 to 18.2.13 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 18.3 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle KUMHO to terminate the Contract under this clause 18, it shall immediately notify KUMHO in writing.
- 18.4 Any and all Contracts between KUMHO and the Customer will terminate automatically and without KUMHO thereby incurring any liability to the Customer if it becomes unlawful for KUMHO to trade with or supply any Goods to the Customer.
- 18.5 Termination or expiry of the Contract shall not affect any accrued rights of KUMHO and liabilities of the Customer at any time up to the date of termination.

19 Notices

- 19.1 Any notice given by a party under these Conditions shall:

- 19.1.1 be in writing and in English;
 - 19.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - 19.1.3 be sent to the relevant party at the address set out in the Contract.
- 19.2 Notices may be given, and are deemed received:
- 19.2.1 by hand: on receipt of a signature at the time of delivery;
 - 19.2.2 by Royal Mail Recorded or Signed For post: at 9.00 am on the second Business Day after posting;
 - 19.2.3 by Royal Mail International Signed For post: at 9.00 am on the fourth Business Day after posting, and
 - 19.2.4 by email provided confirmation is sent by first class post.
- 19.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 19.1 and shall be effective:
- 19.3.1 on the date specified in the notice as being the date of such change; or
 - 19.3.2 if no date is so specified, ten Business Days after the notice is deemed to be received.
- 19.4 This clause 19 does not apply to notices given in legal proceedings or arbitration.

20 Cumulative remedies

The rights and remedies provided in the Contract for KUMHO only are cumulative and not exclusive of any rights and remedies provided by law.

21 Time

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.

22 Further assurance

The Customer shall at the request of KUMHO, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

23 Entire agreement

- 23.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 23.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 23.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

24 Variation

Save as otherwise provided in these Conditions or elsewhere in the Contract, no variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

25 Assignment

25.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without KUMHO's prior written consent, which it may withhold or delay at its absolute discretion.

25.2 Notwithstanding clause 25.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives KUMHO prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.

26 Set-off

26.1 KUMHO shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract against any liability of the Customer to KUMHO under the Contract or under any other contract which KUMHO has with the Customer.

26.2 The Customer shall pay all sums that it owes to KUMHO under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law except that the Customer may set off the amount of any valid and correct credit note it has received from KUMHO from a subsequent invoice received from KUMHO.

26.3 If any deduction or withholding is required by law to be made from any payment by the Customer under the Contract, the Customer will pay KUMHO at the same time as making the payment in question, such additional amount as will, after such deduction or withholding has been made, leave KUMHO with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

27 No partnership or agency

27.1 The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

27.2 The Customer undertakes to KUMHO that it will enter into each Contract on its own behalf only and not on behalf of, or as an agent for, any third party whatsoever.

28 Equitable relief

The Customer recognises that any breach or threatened breach of the Contract may cause KUMHO irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to KUMHO, the Customer acknowledges and agrees that KUMHO is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

29 Severance

- 29.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 29.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

30 Waiver

- 30.1 No failure, delay or omission by KUMHO in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 30.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by KUMHO shall prevent any future exercise of it or the exercise of any other right, power or remedy by KUMHO.
- 30.3 A waiver of any term, provision, condition or breach of the Contract by KUMHO shall only be effective if given in writing and signed by KUMHO, and then only in the instance and for the purpose for which it is given.

31 Compliance with law

The Customer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

32 Conflicts within contract

- 32.1 Save as KUMHO may expressly agree in writing to the contrary if there is any conflict between the Conditions and
- 32.1.1 the rights, responsibilities and obligations provided for by any INCOTERM, or
- 32.1.2 the terms of the Order, schedules, appendices or annexes to the Contract,
- the relevant provision of these Conditions shall prevail to the extent of the conflict.

33 Costs and expenses

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

34 Third party rights

- 34.1 Except as expressly provided for in clause 34.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any

of the provisions of the Contract.

- 34.2 Any Affiliate of KUMHO shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

35 Dispute resolution

- 35.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 35.

- 35.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

- 35.3 The parties shall use reasonable endeavours to reach a negotiated resolution through the following procedure:

35.3.1 Within five Business Days of service of the notice, the sales or contract managers of each of the parties shall meet to discuss the dispute and attempt to resolve it.

35.3.2 If the dispute has not been resolved within five Business Days of the first meeting of the sales or contract managers, then the matter shall be referred to a relevant senior manager of each of the parties. The senior managers shall meet within five Business Days to discuss the dispute and attempt to resolve it.

- 35.4 Either party may issue formal legal proceedings at any time whether or not the steps referred to in clause 35.3 have been completed.

36 Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods of 1980 shall not apply.

37 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

38 Data Protection

In carrying on business under or in relation to a Contract the parties are likely to accumulate some personal data concerning personnel of the other party. If either party does receive any personal data concerning the other party or its personnel it will hold that data only for the purposes of and ancillary to the Contract and as a controller and treat that data strictly in accordance with its privacy policy and in any event in accordance with the requirements of the applicable law. KUMHO's privacy policy can be found at <https://www.kumhotire.com/uk/index.do> or by contacting KUMHO at its operational address for the time being which at the time of the introduction of these Conditions is Kumho House, 9 Mitchell Court, Castle Mound Way, Rugby, CV23 0UY.