TYRE WARRANTY PLUS

COMMERCIAL WARRANTY AGREEMENT

AD TYRES INTERNATIONAL SLU , a company incorporated under Andorran law in the form of a limited liability company with a capital of 1,000,000 euros, registered in the Trade and Companies Register of Andorra under number 16339, whose registered office is at C. Prat de la Creu, 59-65, AD500, ANDORRA LA VELLA (Principality of Andorra), email: cm@adtyre.com, tel. +376 810 888 (hereinafter the " **Guarantor**") offers a commercial warranty as an additional service to the sale of its tyre products, the terms and conditions of which are set out below.

1. DEFINITIONS

Acknowledgement of Receipt	has the definition referred to in Article 1 of the T&C.
Beneficiary	means a Customer on the Website who has requested the Tyre Warranty Plus at the same time as purchasing a Tyre.
T&C	refers to the tyreleader general terms and conditions of sale.
Customer	means any Consumer who is a customer of the Guarantor, whether or not he or she is a Beneficiary of the Tyre Warranty Plus.
Consumer	means any natural person who acts for purposes which are not within the scope of his commercial, industrial, artisanal, liberal or agricultural activity.
Commercial Warranty Agreement	has the definition referred to **in Article** 2.
Withdrawal Period	has the definition referred to **in Article** 10.
Force Majeure	means an event beyond the debtor's control, which could not reasonably have been foreseen at the time of the conclusion of the contract and the effects of which cannot be avoided by appropriate measures, preventing the performance of his or her obligation by the debtor.
Guarantor	means AD TYRES INTERNATIONAL SLU, whose contact details are detailed in the Preamble.

Tyre	means a tyre sold by the Guarantor on the Website.
Website	means the website of the Guarantor accessible at the URL tyreleader.ie.
Holder of the Right of Withdrawal	has the definition referred to **in Article** 10.

2. SUBJECT

This commercial warranty agreement (the "Commercial **Warranty Agreement") is intended** to specify the content, the terms of implementation, the price, the duration and the territorial scope of the Tyre Warranty Plus.

The Tyre Warranty Plus is a " **commercial warranty** " within the meaning of articles 2.12) and 17 of Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects of contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC and repealing Directive 1999/44/EC.

The Guarantor hereby undertakes, under the conditions set out below, to ensure that the Tyre(s) purchased by the Beneficiary has (have) a higher resistance than is expected for normal use, with regard to the risks of punctures and bulges.

In fact, the legal warranties provide an overall guarantee against Tyres that are not in conformity with the usual use or unfit for the use for which they are intended. However, these guarantees rarely allow the Customer to obtain a replacement tyre in the event of a puncture or bulge.

For the entire duration defined in this Commercial Warranty Agreement, this Tyre Warranty Plus provides the Beneficiary with a more extensive protection against the risks of puncture or bulge under the conditions and subject to the exclusions defined in this Commercial Warranty Agreement. In other words, the Tyre Warranty Plus functions as an extension of the field of legal guarantees to the benefit of the Beneficiary.

The Beneficiary's attention is drawn to the fact that the Tyre Warranty Plus is not an insurance product insofar as it does not guarantee the Beneficiary against extrinsic risks at the level of tyre resistance that the Guarantor undertakes to guarantee for the benefit of the Beneficiary. The Beneficiary is free to take out an insurance product with an insurance company to cover these risks (vandalism, accident, etc.) independently of this Tyre Warranty Plus.

This Commercial Warranty Contract is accessible on the Website and is sent to the Beneficiary in a durable medium as an attachment to the Acknowledgement of Receipt referred to in the T&C.

The Commercial Warranty Contract is deemed to be concluded as from the issue of the Acknowledgement of Receipt.

The Guarantor shall ensure the preservation of the written document evidencing the Commercial Warranty Agreement for a period of ten years from its conclusion. The Beneficiary may access the archived Commercial Warranty Agreement upon simple request to the Guarantor (https://www.tyreleader.ie/contact).

The Beneficiary is informed that the conclusion of the Commercial Warranty Agreement entails the obligation to pay the price to the Guarantor.

3. REMINDER OF INDEPENDENT LEGAL GUARANTEES

Regardless of whether or not a subscription to the Tyre Warranty Plus exists, AD TYRES INTERNATIONAL SLU remains bound, with regard to all its Tyres, by the applicable legal guarantees.

Also, any Customer is legally entitled to recourse against the Guarantor, free of charge, in the event of a lack of conformity of the goods and the Tyre Warranty Plus has no effect on this recourse.

4. CONDITIONS OF THE WARRANTY

The Tyre Warranty Plus applies exclusively to the sale on the Website of one or more Tyres by the Guarantor to a Beneficiary who has subscribed to the Tyre Warranty Plus and paid the corresponding price, at the same time as the purchase of the Tyre(s).

Excluded from the scope of the Tyre Warranty Plus:

- Tyres with a unit price greater than 150 EUR including tax;
- Tyres intended to be fitted on trucks or agricultural or industrial vehicles;
- the sale of any non-tyre products or the provision of any services by the Guarantor to the Beneficiary;
- all sales on the Website of one or more Tyres to Customers who have not subscribed and/or paid the price of the Tyre Warranty Plus at the same time as the order for the Tyre(s) concerned.

The Beneficiary's attention is drawn to the fact that the subscription of the Tyre Warranty Plus for an order is only applicable to the Tyres of that order and not to all past or future orders that have not been, or will not be, the subject of a separate and independent subscription of the Tyre Warranty Plus.

5. PRICE

The price of the Tyre Warranty Plus is calculated on the basis of a rate **of three euros and forty-nine cents including VAT (3.49 EUR incl.** VAT) per Tyre, applied to all Tyres in the same order.

The Beneficiary may not split the application of the Tyre Warranty Plus based on the tyres present in an order. If the Beneficiary wants the Tyre Warranty Plus to apply only to certain tyres within an order, he/she will have to place several separate orders.

Article 6 of the T&C shall apply to the payment of the price of the Tyre Warranty Plus.

6. TERRITORIAL SCOPE

This Tyres Plus Warranty is applicable to Tyres delivered in Ireland.

7. DURATION

This Tyre Warranty Plus is granted from the time of its subscription for a period extending until the replacement of the tyre guaranteed due to a failure covered by the Tyre Warranty Plus pursuant to Article 8 of this Commercial Warranty Agreement and, in any event, for a maximum period of one (1) year. In other words, the Tyre Warranty Plus shall end upon the occurrence of the first of

these events, namely the replacement of the guaranteed tyre or the end of the aforementioned one (1) year period.

This period is irrevocable and neither party may prematurely terminate the Commercial Warranty Contract except in the cases provided for by law or the exercise of the Customer's right of withdrawal.

In the event of replacement of the guaranteed tyre, it is up to the Beneficiary to take out a new Tyre Warranty Plus on the replacement tyre if the Beneficiary so wishes.

The duration defined in this article cannot be tacitly renewed.

Any advantage freely granted by the Guarantor to the Beneficiary after the expiry of the term set out in this article may under no circumstances be deemed to be a continuation of the execution of this Commercial Warranty Agreement.

8. CONTENT OF THE WARRANTY

Under this Tyre Warranty Plus, the Beneficiary is entitled to one (1) replacement of the Tyre in the event of a puncture or bulge occurring after delivery of the Tyre and as a direct result of a **cause endogenous** to the Tyre concerned, which demonstrates a lower level of resistance than that guaranteed by the Guarantor under this Tyre Warranty Plus.

Excluded from this Tyre Warranty Plus are punctures or bulges resulting directly from a **cause external** to the tyre concerned, and in particular:

- the fault or fraudulent negligence of the Beneficiary or a third party (in relation to the Guarantor or its employees or partners) in the fitting or handling of the Tyre(s);
- a road accident;
- vandalism or an intentional act by the Beneficiary or a third party;
- a mechanical defect in the vehicle;
- fire, explosion or direct exposure to any dangerous goods as defined in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR); or
- a case of Force Majeure.

The replacement of the Tyre is carried out by allocating a promotional code to the Beneficiary enabling him or her to order the same Tyre free of charge or, if not available, a Tyre from at least the same range.

Notwithstanding the foregoing, the cost of delivery of the replacement tyre shall be borne by the Beneficiary.

9. IMPLEMENTATION OF THE WARRANTY

To implement the Tyre Warranty Plus, the Beneficiary is invited to go to his or her personal account on the Site and make a request to this effect. Photographs of the damaged tyre(s) must be provided by the Beneficiary.

Upon receipt of the request, the Guarantor reserves a period of ten (10) days to analyse the damage and report the results of its assessment to the Beneficiary.

In the event of a failure falling within the scope of the Tyre Warranty Plus, the Guarantor shall provide the Beneficiary, within three (3) days following the expiry of the aforementioned appraisal period, with a promotional code allowing the Beneficiary to order the replacement tyre(s) free of charge.

In the event of damage not falling within the scope of the Tyre Warranty Plus, the Guarantor shall send the Beneficiary an e-mail refusing to replace the tyre within three (3) days following the expiry of the aforementioned appraisal period.

10. WITHDRAWAL

Those who hold the right of withdrawal (the " **Holder of the Right of Withdrawal** ") are:

- the Consumer Customer when the Commercial Warranty Contract is concluded remotely, following a telephone or off-premises canvassing;

- the Professional Customer when the Commercial Warranty Agreement is concluded off-site as soon as the subject of the Agreement does not fall within the scope of the principal activity of the Professional Client solicited and if the number of employees employed by the latter is less than or equal to five.

The Holder of the Right of Withdrawal shall have a period of fourteen (14) days (hereinafter the "**Withdrawal Period**") to exercise his or her right of withdrawal without having to give reasons for his or her decision or to bear any costs other than those referred to in this article.

The Withdrawal Period starts from the conclusion of the Commercial Warranty Agreement.

The day on which the Commercial Warranty Agreement is concluded does not count towards the Withdrawal Period. The Withdrawal Period starts at the beginning of the first hour of the first day and ends at the end of the last hour of the last day of the Withdrawal Period. If the Withdrawal Period expires on a Saturday, Sunday or a public holiday or non-working day, it shall be extended until the first following working day.

To exercise his or her right of withdrawal, the Holder of the Right of Withdrawal shall inform the Guarantor of his or her decision to withdraw by sending the Guarantor, before the expiry of the Withdrawal Period, the form available here, duly completed and expressing his or her unambiguous wish to withdraw by e-

mail (https://www.tyreleader.ie/contact). The burden of proof of the exercise of the right of withdrawal lies with the Holder of the Right of Withdrawal.

When the right of withdrawal is exercised, the Guarantor shall reimburse the Right of Withdrawal Holder for the totality of the sums paid, without undue delay and at the latest within fourteen (14) days from the date on which he is informed of the Right of Withdrawal Holder's decision to withdraw.

The Guarantor shall make this refund using the same means of payment as that used by the Holder of the Right of Withdrawal for the initial transaction, unless the Holder of the Right of Withdrawal expressly agrees to use another means of payment and insofar as the refund does not incur any costs for the Holder of the Right of Withdrawal.

If the Holder of the Right of Withdrawal wishes the performance of the Tyre Warranty Plus to begin before the end of the withdrawal period, the Guarantor shall receive his express request by any means for contracts concluded at a distance and on paper or in a durable medium for contracts concluded off- site.

The Holder of the Right of Withdrawal who has exercised his or her right to withdraw from the Commercial Warranty Agreement whose performance has begun, at his or her express request, before the end of the withdrawal period shall pay the Guarantor an amount corresponding to the service provided up to the communication of his or her decision to withdraw; this amount shall be proportionate to the total price of the service agreed in the Commercial Warranty Agreement. If the total price is excessive, the appropriate amount shall be calculated on the basis of the market value of what has been provided.

No sum is due by the consumer who has exercised his or her right of withdrawal if his or her express request has not been collected by the Guarantor in accordance with this Article.

The exercise of the right of withdrawal terminates the obligation of the parties to execute the Commercial Warranty Agreement.

11. UNFORESEEN CHANGES

The Parties have agreed to bear the risk of any unforeseen change in circumstances that would make the performance of each Party's obligations under the Commercial Warranty Agreement excessively onerous.

Consequently, each Party acknowledges that it may not bring any claim of any nature or in any form whatsoever, and in particular any claim aimed at renegotiating and/or asking the courts to revise or terminate the Commercial Warranty Agreement.

12. PERSONAL DATA

The personal data collected by the Seller about the Customer in the context of the Sale shall be subject to automated processing for which the Seller alone

shall define the means and purpose and, as such, shall be responsible for such processing.

The Customer is invited to consult the Confidentiality Charter and the Cookie page of the Site to find out the conditions under which personal data is processed and stored by the Seller.

13. FORCE MAJEURE

In the event of Force Majeure resulting in a definitive impediment of the debtor party, the Commercial Warranty Agreement shall be terminated by operation of law and the parties shall be released from their obligations.

In the event of Force Majeure having the effect of a temporary impediment, the performance of the obligation is suspended unless the resulting delay justifies the termination of the Commercial Warranty Contract.

The impossibility of performance of a contractual obligation by a party releases that party to the full extent of the amount when it arises from a case of Force Majeure and is definitive, unless it has agreed to perform or has been given prior notice of default.

14. HEADINGS

The headings used in the Commercial Warranty Agreement are provided for convenience only and shall not contribute to affecting the meaning or structure of the provisions of the Commercial Warranty Agreement.

In the event of any difficulty of interpretation between any of the headings at the beginning of the clauses and any of the clauses, the headings will be declared non-existent.

15. VALIDITY

If one or more stipulations of the Commercial Warranty Agreement should be declared null and void, unwritten or not enforceable in application of a law, a regulation or following a final decision of a competent court, this or these stipulation(s) shall be considered as detachable from the Commercial Warranty Agreement. The other stipulations of the Commercial Warranty Agreement shall be considered valid and shall remain in force unless one of the Parties demonstrates that the cancelled stipulation(s) is (are) of an essential and determining nature without which it would not have entered into the Agreement.

16. TOLERANCES

The fact that one of the parties does not rely on a breach by the other party of any of its obligations under the Contract shall not be interpreted as a waiver of performance of the obligation in question in the absence of a statute of limitations.

17. APPLICABLE LAW

The contractual relations between the Guarantor and the Beneficiary located in the territory of the European Union are governed by the law of the Member State in which the latter is established, with regard to his or her protection under the consumer law of that Member State.

As the data relating to the Commercial Warranty Agreement is processed electronically by the Guarantor's Maltese establishment, Maltese law shall apply to the processing of personal data.

For any other matter not covered by the two provisions above, Andorran law shall apply on a subsidiary basis.

18. MEDIA

Pursuant to Article 14.1 of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013, you are informed of the possibility of using the Online Dispute Resolution (ODR) platform made available by the European Commission and accessible at the following address: