

KENDA General Terms of Sale

Revision: [1.2.06.PO001_REV02_20240601]

Please read all the provisions of these Terms carefully before agreeing to them. Without limitation We draw Your attention to Clauses 7 (Retention of Title), 15 (Limitation of Liability), and 16 (Disclaimer).

1. Introduction

- 1.1 These Terms apply to, and form a part of, any Contract for the sale of Products by Us to You.
- 1.2 We may change, add to, or delete from these Terms at any time by no less than 30 days' notice in Writing to You, effective for all Contracts made between us after the expiration of the notice period.
- 1.3 Any terms provided by You (e.g., in a Quotation request or an Order) that conflict with or add to these Terms do not apply to, or form a part of, any Contract unless We expressly agree to them in Writing.
- 1.4 Words written with first capital letters in these Terms have the meanings defined in Clause 20.

2. Basis of Contract

- 2.1 A Contract is made only when You have accepted a Quotation or when We have accepted an Order as explained more fully in Clause 3.
- 2.2 Any variation to a Contract must be agreed by You and Us in Writing to be binding and is not subject to the consent of any other person.
- 2.3 Any price list, brochure, drawing, design, specification, or other information provided by Us is binding on Us only to the extent that it is complied with by Us or expressly agreed by You and Us in Writing.
- 2.4 Any drawing, design, specification, or instruction provided by You is binding on Us only to the extent that it is complied with by Us or expressly agreed by You and Us in Writing.

3. Quotations, Orders, Acceptances, and Changes

- 3.1 A Quotation is binding on Us only if given in Writing. All Quotations are subject to prior sale and correction in the event of clerical errors.
- 3.2 A Quotation given by Us in Writing is valid for 10 Business Days from its date of issue unless a different period is stated by Us in Writing.
- 3.3 A Quotation is accepted by You when You have given Your acceptance of the Quotation in Writing, verbally, by conduct, or by other means.
- 3.4 An Order is binding on You whether given in Writing, verbally, by conduct, or by other means and may not be revoked or cancelled.
- 3.5 An Order is accepted by Us only when We have given Our acceptance of the Order in Writing or commenced delivery of the Order.
- 3.6 If We have not accepted an Order within 10 Business Days of receipt, the Order will be considered rejected by Us and of no effect.
- 3.7 Any requested Contract change (e.g., as to delivery, quantity, or Product type or specification) is subject to Our acceptance in Writing.

4. Prices

- 4.1 Subject to Clause 5, the Price payable by You to Us for a Product shall be the Price We quote You. All Prices are for the Product only.
- 4.2 All Prices exclude any VAT or other similar tax, any duty, and any environmental fee at the then applicable rate unless otherwise expressly stated in the Contract.
- 4.3 All Prices exclude any packaging, packing, loading, unloading, storage, transport, insurance, customs clearance, export, import or other delivery charges unless otherwise expressly stated in the Contract.

5. Price Increases

- 5.1 We may increase the Price effective for any existing and/or future Contract by notice in Writing to You with immediate effect if the cost to Us of producing, procuring, or delivering the Product increases:
 - 5.1.1 Due to any factor beyond Our reasonable control (e.g., any increase in taxes, duties, freight, or the cost of labour or materials according, where applicable, to IHS Markit or Platts SBB, any currency fluctuation, Force Majeure (see Clause 14), COVID-19, or Brexit), or
 - 5.1.2 For any reason for which You are responsible (e.g., any delay caused by any instructions or information You give Us or Your failure to give Us adequate or accurate instructions or information).

- 5.2 If a Price increase under Clause 5.1.1 exceeds 20 % and the Product is to be delivered to You within 20 Business Days after You received Our Price increase notice, You may terminate the purchase of the Product by notice in Writing to Us with immediate effect.

- 5.3 Any notice of termination under Clause 5.2 must reach Us within 10 Business Days after You received Our Price increase notice, failing which You will be considered to have waived Your right to terminate and be bound by the Price increase.

6. Invoices and Payment

- 6.1 We will invoice You for the Prices and any other amounts payable by You to Us in respect of the Products (e.g., under Clause 4.2 or 4.3) on or at any time after delivery or, if advance payment has been agreed, at any time before delivery.
- 6.2 You must notify Us of any invoice queries or disputes within 10 Business Days of receipt of the invoice, failing which You will be considered to have waived Your right to do so and be bound by the invoice.
- 6.3 Subject to Clause 6.4, the payment terms for all Contracts are within 30 days of invoice date unless otherwise expressly stated in the Contract. The currency of payment is the currency stated in the Contract.
- 6.4 We may vary the agreed payment terms and/or, if granted, credit limits by notice in Writing to You with immediate effect if, in Our sole opinion, Your financial position or previous payment record warrants.
- 6.5 Time for payment is the essence of the Contract. If You fail to pay any amount owing to Us by its due date and You are responsible for such failure, We may, without limiting any other right or remedy:
 - 6.5.1 Charge You default interest at the higher of (i) 8 % p.a. and (ii) 8 % p.a. above the base rate of the European Central Bank from time to time until You have paid the amount in full, subject to any mandatory maximum under applicable law,
 - 6.5.2 Charge You all reasonable costs and expenses incurred by Us in seeking to recover the amount, including, without limitation, debt collection agency, lawyer, and court fees and charges, and/or
 - 6.5.3 Claim damages for any other loss suffered by Us on account of Your failure to pay the amount.

7. Retention of Title

- 7.1 Title to Products does not pass from Us to You until We have received payment in full (in cash or cleared funds) of:
 - 7.1.1 The Prices of the Products and of any other Products supplied to You,
 - 7.1.2 Any other amounts payable by You to Us in respect of the Products or any other Products supplied to You (e.g., under Clause 4.2 or 4.3), and
 - 7.1.3 All other moneys owed by You to Us regardless of how such indebtedness arose.
- 7.2 Until title to Products has passed from Us to You, as explained in Clause 7.1, You must:
 - 7.2.1 Store the Products separately from all other goods held by You and mark them so that they remain readily identifiable as Our property,
 - 7.2.2 Not remove, deface, or obscure any identifying mark or packaging on or relating to the Products,
 - 7.2.3 Maintain the Products in satisfactory condition and keep them insured against all risks for their full Price from the Delivery Date,
 - 7.2.4 Allow Us to enter the premises where the Products are stored in order to verify that Clauses 7.2.1, 7.2.2, and 7.2.3 are complied with,
 - 7.2.5 Give Us such information relating to the Products as We may require from time to time, and
 - 7.2.6 Notify Us immediately if You become subject to any event listed in Clause 13.1.2 or if Your financial position deteriorates.
- 7.3 Notwithstanding Clauses 7.1 and 7.2, You may resell or use Products in the ordinary course of Your business (but not otherwise) before title to the Products has passed from Us to You. If You make use of Your right to resell Products, title to the Products shall pass from Us to You immediately before the time at which resale by You occurs.
- 7.4 Notwithstanding Clause 7.3, We may at any time, whether for cause or otherwise:

- 7.4.1 Terminate Your right to resell or use Products in the ordinary course of Your business by notice in Writing to You with immediate effect, and
- 7.4.2 Require You to deliver up all Products in Your possession that have not been resold or irrevocably incorporated into another product and, if You fail to do so promptly, enter the premises where the Products are stored in order to recover them.
- 7.5 Our retention of title rights in Products shall not affect the passing of risk in Products to You in accordance with the agreed delivery terms.

8. Delivery

- 8.1 The delivery terms for all Contracts are ex works Our factory or warehouse identified in the Contract unless otherwise expressly stated in the Contract.
- 8.2 The agreed delivery terms are interpreted in accordance with Incoterms® as in force at the time the Contract is made. We direct Your attention to www.iccwbo.org for further information on Incoterms®.
- 8.3 If We arrange for shipment of a Product on Your behalf, including, without limitation, loading, unloading, storage, transport, insurance, customs clearance, export, or import, We do so for Your cost and risk. Any such arrangement will not alter the agreed delivery terms.
- 8.4 We may deliver any Contract by instalments, which may be invoiced separately. If delivery by instalments is not foreseen in the Contract, We will bear any resulting additional delivery charges.
- 8.5 Subject to Clause 8.6, We must deliver any Product purchased by You on the Delivery Date.
- 8.6 We may deliver any Product before the Delivery Date if We provide reasonable advance notice to You. You are not entitled to refuse to take delivery of any Product so delivered before the Delivery Date.
- 8.7 If We fail to deliver any Product within 10 Business Days of the Delivery Date and We are solely responsible for such failure, You may:
- 8.7.1 Terminate the Contract in respect of such Product by notice in Writing to Us with immediate effect unless in the meantime We have commenced delivery of the Product, and
- 8.7.2 Buy a comparable product in the cheapest market available within 10 Business Days after termination of the Contract and charge Us for the difference between the Price of the Product and any higher price paid for such comparable product up to a maximum of 20 % of the Price.
- 8.8 Clause 8.7 states Your sole and exclusive rights and remedies, and Our sole and exclusive obligations and liability, for late delivery or non-delivery of any Product purchased by You, whether Our non-performance is fundamental or not.

9. Taking Delivery

- 9.1 You must take delivery of any Product purchased by You on the date that the Product is ready for delivery as notified by Us.
- 9.2 If You fail to take delivery of any Product within 10 Business Days after it is ready for delivery as notified by Us and You are responsible for such failure, We may, without limiting any other right or remedy:
- 9.2.1 Terminate the Contract in respect of such Product by notice in Writing to You with immediate effect unless in the meantime You have taken delivery of the Product, and
- 9.2.2 Resell the Product in a reasonable manner and within a reasonable time and charge You for the difference between the Price of the Product and any lesser price obtained on resale up to a maximum of 20 % of the Price, plus any costs of storage, insurance, and handling.

10. Incoming Inspection

- 10.1 To allow Us to file a claim with Our carrier and/or insurer in cases where We bear the risk of loss of or damage to a shipment of Products in transit under the agreed delivery terms, You must:
- 10.1.1 Inspect the shipment for any visible discrepancy (e.g., shortage, overage, damage, or Non-Conformity) upon receipt, note any discrepancy discovered on the carrier's delivery receipt before signing for the shipment, obtain the carrier's signature on the delivery receipt acknowledging the discrepancy, and immediately send Us a copy of the signed delivery receipt, enclosing photos of the discrepancy, and

- 10.1.2 Inspect the shipment for any non-visible discrepancy immediately after receipt and notify Us in Writing of any discrepancy discovered, enclosing photos thereof, no later than 48 hours after receipt.
- 10.2 In any event, but without limiting Your obligations under Clause 10.1, You must inspect any shipment of Products and notify Us in Writing of any discrepancy discovered within 10 Business Days after delivery of the shipment to You.
- 10.3 You lose the right to rely on any discrepancy that You discover or ought to have discovered during incoming inspection if You fail to notify Us or otherwise act in accordance with Clause 10.1 or 10.2.
- 10.4 We will make good any discrepancy for which We are liable; where practicable, in accordance with Our Warranty Policy (attached).

11. Warranty of Products

- 11.1 We provide a warranty in respect of all Products purchased by You from Us in accordance with Our Warranty Policy (attached).

12. Proprietary Rights and Confidentiality

- 12.1 We retain all Our industrial and intellectual property rights in and to any information provided by Us. You shall have no right therein or thereto other than the right to use it for the authorised purpose.
- 12.2 You agree not to use, or permit the use of, any information provided by Us for any unauthorised purpose or to disclose any non-public information to any third party without Our prior written permission.
- 12.3 You agree not to copy or permit the copying of any information provided by Us without Our prior written permission and to return any information and any copies of it to Us immediately upon Our request.

13. Termination and Suspension

- 13.1 Subject to any agreed limitations or exclusions, either party may terminate any Contract in whole or in part by notice in Writing to the other party with immediate effect if the other party:
- 13.1.1 Commits a material breach of the Contract or any other Contract (e.g., fails to pay any amount owing to the other party by its due date) and, if such breach is remediable, fails to remedy it within 10 Business Days of being required in Writing to do so, or
- 13.1.2 Becomes subject to any insolvency proceeding under applicable law or suspends or ceases to carry on all or a substantial part of its business (or threatens to do so).
- 13.2 Either party's right of termination of any Contract in Clause 13.1 shall not be subject to the consent of any other person.
- 13.3 Subject to any agreed limitations or exclusions, either party may suspend performance of its obligations under any and/or all Contracts in whole or in part by notice in Writing to the other party with immediate effect if the other party becomes subject to any event listed in Clause 13.1.1 or 13.1.2.

14. Force Majeure

- 14.1 In this Clause 14, "Force Majeure" shall mean the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its obligations under a Contract, if and to the extent that that party proves: (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time of the conclusion of the Contract, save that events or circumstances preventing or impeding a party from performing one or more of its obligations under a Contract which relate to COVID-19 shall constitute Force Majeure notwithstanding that such events or circumstances may be considered reasonably foreseeable.
- 14.2 In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under Clause 14.1: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation, (ii) civil war, riot, rebellion, revolution, military or usurped power, insurrection, act of terrorism, sabotage, piracy, (iii) currency and trade restriction, embargo, sanction, (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation, (v) plague, epidemic, pandemic, flood, storm, hurricane, lightning, natural disaster, extreme natural event, (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system, or energy, (vii) general labour disturbance such as boycott, strike, lock-

out, go-slow, occupation of factories and premises, (viii) cyberattacks and other malicious acts of third parties, (ix) failure to perform by sub-contractors, sub-suppliers, or other third parties for any reason for which the affected party is not responsible, and (x) Brexit.

- 14.3 A party successfully invoking this Clause 14 is relieved from its duty to perform its obligations under the Contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that notice thereof is given to the other party within a reasonable time. If notice thereof is not given within a reasonable time, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the parties of what they were reasonably entitled to expect under the Contract, either party has the right to terminate the Contract by notice in Writing within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the Contract may be terminated by either party if the duration of the impediment exceeds 120 days.

15. Limitation of Liability

- 15.1 Nothing in any Contract shall limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation by Us, or any other liability on Our part that cannot be lawfully limited or excluded.
- 15.2 Without prejudice to Clause 15.1, notwithstanding anything to the contrary in these Terms, to the maximum extent permitted by applicable law, We shall in no event be liable to You (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) for any loss, damage, or cause of action arising from Our compliance with any drawing, design, specification, or instruction given by You.
- 15.3 Without prejudice to Clause 15.1, notwithstanding anything to the contrary in these Terms, to the maximum extent permitted by applicable law, We shall in no event be liable to You (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) for any of the following types of loss or damage arising under or in connection with any Contract:
- 15.3.1 Any indirect or consequential loss or damage of any kind,
- 15.3.2 Any loss of revenue, profit, or anticipated savings,
- 15.3.3 Any increased costs or expenses or wasted expenditure,
- 15.3.4 Any loss of business or contract,
- 15.3.5 Any loss of use or time, or loss or corruption of data,
- 15.3.6 Any loss of production, business interruption, or inconvenience,
- 15.3.7 Any loss of reputation or goodwill, or
- 15.3.8 Any fines or similar payments of any kind, including, without limitation, any punitive or exemplary damages.
- 15.4 Without prejudice to Clause 15.1, notwithstanding anything to the contrary in these Terms, to the maximum extent permitted by applicable law, Our liability to You (whether in contract, tort (including negligence, breach of statutory duty, or otherwise) for any loss, damage, or cause of action arising under or in connection with any Contract:
- 15.4.1 if not covered by any insurance policy held by Us, shall be limited to the total, net Price invoiced by Us for the Products the subject of such Contract (less any amount owing to Us under such Contract); it being understood that this limitation of liability is an overall cap that applies to each Contract irrespective of the number of claims (whether related or unrelated) and/or the number of events giving rise to claims (whether related or unrelated) under such Contract and irrespective of when such claims and/or events are made or occur, and
- 15.4.2 if covered by any insurance policy held by Us, shall be limited to the higher of: (i) the amount recovered under such insurance policy in respect of such liability (less any amount owing to Us under such Contract), and (ii) the amount stated in Clause 15.4.1.

16. Disclaimer

- 16.1 Unless otherwise stated in any Contract, We make no representation or warranty of any kind or nature (express or implied), including, without limitation, any warranty of merchantability, fitness for any

particular purpose whether expressly or impliedly made known to Us, compliance of any Product with laws, regulations, or standards in any country of the world, or non-infringement of third-party industrial or intellectual property rights in any country of the world whether We knew or could not have been unaware of such rights at the time of conclusion of the Contract. We expressly exclude any liability in respect of any of the aforesaid matters.

17. Indemnification

- 17.1 You must defend, indemnify, and hold Us harmless to the extent that We incur liability to any third party for any loss, damage, or cause of action for which We are not liable to You under any Contract, including, without limitation, Clauses 15 and 16, or applicable law.

18. Governing Law and Dispute Resolution

- 18.1 Any Contract shall be governed by Applicable Law.
- 18.2 We must both endeavour to settle any dispute arising under or in connection with any Contract amicably by negotiation in good faith before issuing any legal proceedings.
- 18.3 The courts of the country whose laws are the Applicable Law shall have exclusive jurisdiction, or, if You are located in a different country, non-exclusive jurisdiction, in respect of any dispute arising under or in connection with any Contract which cannot be settled amicably, except that We may, at Our sole option, issue legal proceedings against You in any competent jurisdiction.

19. Other Terms

- 19.1 We may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with all or any of Our rights or obligations under any Contract.
- 19.2 You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all of Your rights or obligations under any Contract without Our prior written consent.
- 19.3 Nothing in any Contract shall confer any right or benefit upon any person who is not a party thereto whether under Applicable Law or otherwise.
- 19.4 Failure by a party to enforce any provision of any Contract shall not be deemed to be a waiver of any of its rights under such provision.
- 19.5 If any provision of any Contract is held to be illegal or unenforceable, this will not affect the validity or enforceability of the remainder of the Contract.
- 19.6 The Contract constitutes the entire agreement between You and Us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between us, whether written or oral, relating to its subject matter.
- 19.7 Either party agrees that it has no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in a Contract and that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in a Contract.

20. Definitions

- 20.1 "Applicable Law": The laws of England and Wales.
- 20.2 "Business Day": Any calendar day other than a Saturday, a Sunday, or a bank or public holiday in England and Wales.
- 20.3 "Contract": Any contract for the sale of Products by Us to You, including, without limitation, these Terms.
- 20.4 "Delivery Date": The date or period for delivery of a Product stated in the Contract.
- 20.5 "Non-Conformity": A defect or other non-conformity of a Product.
- 20.6 "Order": Any order for Products from You to Us.
- 20.7 "Price": The price payable by You to Us for a Product.
- 20.8 "Product": Any product offered for sale by Us at any time.
- 20.9 "Quotation": Any quotation for Products from Us to You.
- 20.10 "KENDA", "We" or "Us": KENDA GB Rugeley Ltd, company no. 02257163, of Wheelhouse Road, Towers Business Park, Rugeley, Staffordshire WS15 1UZ, United Kingdom.

20.11 "Terms": These General Terms of Sale, including, without limitation, Our Warranty Policy (attached).

20.12 "Writing": Any handwritten, electronic, or digital form.

20.13 "You": The person identified as buyer in the Contract.

KENDA Warranty Policy

Revision: [1.2.12.PO001_REV02_20240601]

Please read all the provisions of this Warranty Policy carefully before agreeing to them. Without limitation We draw Your attention to Clause 5 (What is excluded from the warranty?) and Clause 8 (Are there any limitations to KENDA's liability?).

1. Introduction

- 1.1 We grant a warranty in respect of all Products that You purchase from Us and have paid for in full in accordance with the terms of this Warranty Policy ("Warranty Policy").
- 1.2 Nothing in this Warranty Policy shall be deemed to limit or exclude Your responsibility or the responsibility of Your customer to maintain the Products that You purchase from Us and keep them in a proper and safe operating condition at all times.
- 1.3 This Warranty Policy forms a part of the KENDA General Terms of Sale ("Terms"). Any word defined in Clause 20 of the Terms shall have the same meaning when used herein.

2. What is the scope of the warranty?

- 2.1 We warrant that any Product that You purchase from Us and have paid for in full conforms to the agreed specifications and all applicable European Union laws and regulations on the Delivery Date.
- 2.2 We warrant that any Product that You purchase from Us and have paid for in full will be free from material defects in design, material, or workmanship under normal use during the applicable Warranty Period (see Clause 3).

3. How long is the warranty period?

- 3.1 Any Product that You purchase from Us and have paid for in full will be covered by Our warranty for a specified period after the Delivery Date as follows ("Warranty Period"):

Wheel Category	Description	Warranty Period
Steel wheels	Small, light-duty, up to 8"	24 months
	Over 8" high-speed highway	24 months
	Over 8" and agricultural/OTR/industrial/ horticultural	24 months
Alloy wheels	High-speed highway	18 months
PP wheels (plastic)	All types	24 months
Dual wheel systems	All types	24 months
Dual wheel solutions	All types	24 months
MTM solutions	All types	24 months

Tyre Category	Description	Warranty Period
Pneumatic tyres	High-speed highway	36 months
	Forklift & industrial	36 months
	Turf/ground care	36 months
	ATV/leisure	36 months
	Agricultural	36 months
	Forestry	36 months
	Material handling & wheelbarrows	24 months
	Bicycle	24 months
Solid tyres	Forklifts	36 months
	Others	24 months
PU tyres	Standard	36 months
Tubes	Standard	24 months

- 3.2 Any Product for which a Warranty Period is not specified in the above tables is warranted for 24 months after the Delivery Date. No warranty is, however, granted in respect of consumables that are used quickly or need to be replaced often as reasonably determined by Us.
- 3.3 Warranty repairs or replacements are warranted for the remainder of the original Warranty Period of the Product or for 90 calendar days from delivery of the warranty repair or replacement to You, whichever period is longer.

4. What is included in the warranty?

- 4.1 Subject to the limitation of liability and disclaimer provisions in the Contract, the Terms and/or this Warranty Policy, if We find that a warranty claim is justified, We will, at Our option and expense, within a reasonable time:
- 4.1.1 Repair the Product or part and deliver the warranty repair to You,
- 4.1.2 Replace the Product or part with a comparable product or part, and deliver the warranty replacement to You,
- 4.1.3 Grant You a Price reduction based on the diminished use of the Product as a result of the Non-Conformity, or
- 4.1.4 Terminate the Contract in respect of the Product and refund any Price paid by You less a reasonable allowance for use and obsolescence.
- 4.2 If We fail to make good any Non-Conformity within a reasonable time You may by notice in Writing to Us fix a final reasonable time for completion of Our obligations, which shall not be less than 10 Business Days. If We fail to fulfil Our obligations within such final time You may terminate the purchase of the Product, without undue delay, by notice In Writing to Us with immediate effect.
- 4.3 Any Product or part for which warranty service is provided under Clause 4.1.1, 4.1.2, or 4.1.4 shall become Our property. Upon Our request, You shall return such Product or part to Us, at Our expense, or dispose of it, at Your expense.
- 4.4 A "comparable product or part" in Clause 4.1.2 means an item of like kind and quality that performs to the specifications of the replaced product or part as a minimum, as reasonably determined by Us.
- 4.5 If We find, in Our reasonable opinion, that a warranty claim is not justified You shall reimburse Us for all reasonable costs and expenses incurred by Us as a result of the warranty claim.

5. What is excluded from the warranty?

- 5.1 Our warranty does not cover any Non-Conformity caused by: 1. Incorrect storage, mounting, repair, maintenance, or use, 2. Incorrect repair by anyone other than Us, 3. Continued use after discovery of the Non-Conformity, 4. Alteration or modification of original condition, 5. Mounting on axels, vehicle, or application by anyone other than Us, 6. Added material (e.g., tyre fillers or sealants), 7. Road hazards (e.g., punctures, cuts, or snags), 8. Vehicle condition, 9. Wheel condition, 10. Incorrect tyre size or pressure, 11. Tyre or wheel imbalance, 12. Wheel misalignment, 13. Overloading or racing, 14. Running on a flat tyre, 15. Wreck, collision, or fire, 16. Use of tyre chains, 17. Normal wear or tear, 18. Any drawing, design, specification, or instruction provided by You, 19. Use for any purpose other than that specified by Us, or 20. Any other cause beyond Our control.
- 5.2 Only tyres with a minimum of 30 % tread depth remaining evenly across the face of the tread, or where there is a legal minimum above 30 % in any relevant jurisdiction only tyres above the specified legal minimum, are covered by Our warranty.
- 5.3 Any additional costs incurred by Us in making good any Non-Conformity caused by the Product being located in a place other than the destination stated in the Contract shall be refunded by You.

6. How do You make a claim?

- 6.1 Any warranty claim shall be notified in Writing to Us, using Our warranty claim form, within 10 Business Days after the Non-Conformity was discovered or ought to have been discovered, and in any event within 10 Business Days after expiry of the Warranty Period.
- 6.2 Any warranty claim shall be accompanied by a detailed description and photos, where relevant, of the Non-Conformity and a copy of invoice(s) and signed delivery receipt(s).

- 6.3 We may request that You return any Product or part to Us, at Our expense, or allow Us to inspect any Product or part, and/or provide further information to Us to enable Us to assess a warranty claim.
- 6.4 If You fail to comply with the requirements of this warranty, You will be deemed to have waived all claims that You would otherwise have in relation to any Non-Conformity.

7. What applies to epidemic failures?

- 7.1 If, during a short period of time, a large quantity of delivered Products of the same description show evidence of an epidemic failure, i.e., an identical, repetitive Non-Conformity covered by Our warranty, both parties will work together to prepare a mutually acceptable corrective action plan for remedying such epidemic failure.
- 7.2 We shall have the right, pending remedy of such epidemic failure, to postpone further shipments of the relevant type of Product to You, without liability, by giving notice in Writing to You.

8. Are there any limitations to KENDA's liability?

- 8.1 Notwithstanding anything to the contrary in the Contract, the Terms and/or this Warranty Policy, to the maximum extent permitted by

applicable law, We shall in no event be liable to You for any of the following types of loss or damage arising under or in connection with any Contract, the Terms and/or this Warranty Policy (whether in contract, tort (including negligence), breach of statutory duty, or otherwise):

- 8.1.1 Costs relating to sorting,
- 8.1.2 Costs relating to demounting, mounting, or balancing,
- 8.1.3 Disposal costs,
- 8.1.4 Loss of use of vehicle,
- 8.1.5 Cost of rental vehicle,
- 8.1.6 Towing charges,
- 8.1.7 Road service charges, or
- 8.1.8 Inconvenience.
- 8.2 This Warranty Policy sets out Your sole and exclusive rights and remedies, and Our sole and exclusive obligations and liability, for any Non-Conformity of any Product that You purchase from Us.