



**General Terms and Conditions
for the IHLE tires GmbH
and its subsidiary companies with their registered offices located in Germany**

(Valid from: May 2018)

I. General information

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

II. Products

The IHLE General Terms and Conditions apply to

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

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

III. Opening of accounts, offers, prices and delivery of products

1. Orders can be placed via our service centre (by telephone or fax) and our web shop. The buyer must open an account by means of an application form for this purpose. We reserve the right to check the applicant's creditworthiness before issuing access data. We are entitled at any time to deny or revoke the buyer's access authorization. After checking and approving the application, the buyer receives a customer number for access and a user ID and password for the webshop. (see Section IX.)
2. Unless otherwise agreed, our offers are subject to change and non-binding. Orders placed by the buyer shall be deemed to be a binding contractual offer. We reserve the right to accept the offer. Acceptance can be declared either in writing (e.g. by order confirmation in electronic or written form), orally or by delivery of the products to the buyer. Acceptance of an offer is subject to correct and timely product availability and solvency of the buyer. The buyer will be informed accordingly in case of lack of availability at the time of order placement.
3. Incoming orders of the buyer will only be checked and processed with regard to type and quantity of the ordered goods.
4. Unless otherwise agreed, delivery and invoicing shall be made at the total prices currently valid on the day of acceptance of the order by us (list price plus respective valid value-added tax, respective valid Ecotax less any special offer discount and, if applicable, customs duties ex warehouse and, if applicable, transport costs) and conditions.
5. We reserve the right to adjust our prices. If the delivery time from the order is less than four months and a price increase occurs during this time, the buyer is entitled to withdraw from their order. Any such withdrawal must be communicated to us in writing immediately after announcement of the price increase and before delivery.
6. As a rule, no delivery dates are agreed, but only represent a non-binding forecast. If an obligation to comply with agreed delivery periods is assumed in an individual case, this shall require the written form to become effective. If we cannot meet binding delivery deadlines for reasons that are beyond our control (non-availability of products), we will notify the buyer immediately and indicate the expected new delivery deadline at that time. If the products are also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part. We will immediately refund any consideration already paid by the buyer. Without limitation, unavailability of products as referred to above includes the late delivery to us by our supplier if we have concluded a congruent hedging transaction. A congruent hedging transaction is to be assumed if the delivery obligations of our supplier under the purchase contract offer us at least the same security for the delivery as we ourselves guarantee the buyer in the sales contract. Our statutory rights of withdrawal as well as the statutory provisions on the execution of the contract in the event of an exclusion of the obligation to perform (e.g. impossibility or unreasonableness of performance and/or subsequent performance) shall remain unaffected. We are in default of our delivery obligations based on deadlines found in the statutory provisions. However, in any case the buyer must first issue us a reminder.
7. The products are dispatched at the buyer's expense, or at our expense depending on the selected mode of shipment, and delivered to the place specified by the buyer (mail order purchase including customs clearance). Unless otherwise agreed, we are entitled to determine the type of dispatch (in particular transport company, dispatch route, packaging) ourselves. Delivery to the buyer will be made directly against confirmation of receipt, unless the buyer has agreed to another storage location with the freight forwarder without confirmation of receipt by means of a storage permit.

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

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

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

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

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

8. The consequences of force majeure events (e.g. fire, explosion, floods), official measures and other unforeseen circumstances (e.g. strikes, lockouts) on our premises and those of our suppliers release us from the obligation to deliver on time and also give us the right to stop further deliveries without any subsequent delivery obligation.
9. Significant deteriorations in the financial circumstances of the buyer, the submission or the application for the submission of a declaration in lieu of an oath, arising payment difficulties or a change of company owner in connection with payment difficulties shall release us from fulfilling any current delivery orders and entitle us to immediate suspension of delivery, unless the buyer makes concurrent payment. The same shall apply in cases where an agreement on the continuous supply of products is not concerned even if insolvency proceedings have been initiated.
10. We reserve the right not to sell products with the possibility of military use to customers domiciled in countries subject to a trade embargo imposed by the UN (United Nations), the European Council or the OSCE (Organization for Security and Co-operation in Europe), or who may resell these products to third parties (in particular end-users/dealers) operating in such countries.
In cases in which we have strong suspicion that the risk of the resale of these products to the aforementioned third parties exists, we reserve the right to demand proof of the identity of the customer or the submission of an invoice from the customer in order to convince us of the destination of the aforementioned products. Lists of products with the possibility of military use, as well as countries under trade embargo, are available at <http://www.bafa.de/ausfuhrkontrolle/de/index.html>.

IV. Payment

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

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

2. The buyer will only receive original electronic invoices and credit notes (hereinafter "e-invoices") which meet the legal requirements for e-invoices, in particular the EU Invoice Directive of 13 July 2010, the VAT Directive 2006/112/EC, EU Regulation 910/2014 and the provisions of the Value Added Tax Act, upon their express written request. The e-invoices will be generated as a pdf and sent to an e-mail address specified by the buyer. Changes on the part of the buyer must be communicated to us immediately.
3. If payment by SEPA Direct Debit or in the SEPA Business-to-Business Direct Debit Scheme has been agreed, the final amount shown in the invoice shall be debited from the buyer's bank account in accordance with the mandate issued for the direct debit process or the SEPA Business-to-Business Direct Debit Scheme. For both procedures, we will provide notice of the direct debit as pre-notification in the invoice text. The pre-notification period ends on the due date of the invoice unless we have specified a different deadline. Pre-announcement enables the buyer to arrange for the appropriate cover in the account designated by the buyer.
4. Objections to the invoice or the invoice amount by the buyer (e.g. due to missing or incomplete delivery) must be communicated in writing to IHLE tires GmbH, Heinkelstraße 13, 76461 Muggensturm, within a period of 30 days after the invoice date (receipt of the complaint). After unconditional payment or expiry of this period without written notification, the buyer is precluded from making any objections to the invoice.
5. Claims for payment that are due shall bear interest from the due date referred to in no 1 pursuant to section 288 (2) BGB, currently at 9 percentage points above the respective base interest rate of the European Central Bank from the gross final amount of the invoice due for payment. This shall not affect our right to claim damages for default.
6. We reserve the right, on a case-by-case basis, to demand the grant of direct debit authorisation (no. 2), advance payment, provision of security, cash on delivery or cash payment for our deliveries if circumstances become known to us after conclusion of the contract which are capable of substantially reducing the creditworthiness of the buyer and which endanger the payment of our outstanding claims by the buyer arising from the respective contractual relationship and the current business relationship.
7. We reserve the right to make deliveries only within the scope of a credit limit defined by us. We reserve the right to cancel any grant of credit - even within the payment periods - if reasons justify the concern that our claims or security interests are at risk. We are also entitled to demand sufficient security at our discretion at any time. If such security is not provided in due time following our request, our claim to payment shall become due immediately.

8. The buyer can only withhold or set off payments on the basis of counterclaims that have been recognised by us, are undisputed, ready for decision or are the subject of a final judgment.

V. Retention of title and security rights

1. We reserve title to all products delivered by us until all claims due from the buyer arising from the business relationship, including conditional and future claims, have been satisfied. The same applies as long as we act as security provider to third parties in connection with the business relationship.
2. In the event that we assert our retention of title, we shall be entitled, without prejudice to the buyer's obligation to pay, to
 - a) credit the returned goods at market price (= realisable resale proceeds) or
 - b) credit the returned goods in accordance with Section IV (6) above, less the impairment.

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

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

If the buyer provides a related service in connection with the sale of the reserved goods, such as assembly, balancing, etc., and if the reserved goods and the service are not listed separately on the invoice, i.e. the invoice value is only shown as a total price, the entire claim shall be deemed assigned to us.

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

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

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

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

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

If, in such a case, there are uncertainties about our entitlement, the buyer undertakes, until clarification, to instruct the factor to pay out sums in the amount of our balance into a trust account named by us or to deposit them to such an account. The above provisions apply both to so-called genuine factoring - the factor bears the credit risk - and to non-genuine factoring, in which the default risk remains with the seller of the receivables.

10. In case of default of payment or if other reasons justify the concern that our rights of retention are endangered, we can assert the security rights mentioned in this section. In this case, the buyer is obliged to provide the information necessary to assert these rights and to hand over the necessary documents, in particular delivery notes, invoices, stock lists etc. to us.
11. The buyer must inform us immediately of any seizure or any other impairment of our reservation of title or security rights by third parties and confirm these rights both to third parties and to us in writing.
The buyer is not permitted to pledge or -transfer these rights by way of security.
12. In case of default of payment or if other reasons justify the concern that our rights of reserved title and security are endangered, the buyer is obliged at our request to notify their customers of the assignment described under Section VI (5) above.
13. If the value of the securities for our benefit (with regard to rights of retained title, the invoice value of the goods subject to retention of title is decisive) exceeds our claims by more than 20% overall on a permanent basis, we shall be obliged to release securities of our choice at the buyer's request.

VI. Warranty

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

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

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

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

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

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

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

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

2. Warranty claims are precluded or there are no defects for which we are responsible if

- a) the damage is caused by natural wear and tear and external influences;
- b) the damage is due to improper handling, improper profile modifications, notches, etc. made by yourself or third parties, or to an accident;
- c) the products are mounted on vehicles/wheels which, after careful inspection, are inapplicable to the products;
- d) the products supplied by us have been repaired or otherwise handled by others;
- e) the factory number, the production mark or any other marks permanently affixed to the products no longer exist or have been changed, in particular made unrecognisable;
- f) the air pressure required or prescribed by the manufacturer has demonstrably not been maintained for tyres;
- g) tyres have been subjected to improper use, in particular by exceeding the permissible load for the tyre size and type and the associated vehicle speed;
- h) tyres have been damaged after installation due to incorrect wheel position or their performance has been impaired by other malfunctions in the wheel arch;
- i) tyres have been mounted on a rim that is not classified for them, is not true to gauge, rusty or otherwise defective, or the tyre has been placed on a rim other than that prescribed in accordance with the relevant technical data;
- j) tyres have been damaged or exposed to heat by external influence or mechanical damage;
- k) the goods are naturally worn or damaged as a result of improper handling, storage or an accident;
- l) tyres have been stored outdoors by the purchaser or third parties prior to installation;

- m) tyres in tube-type versions with used tubes/beads, in tubeless versions without valve replacement (car tyres) or without a new sealing ring (truck/shoulder tyres) have been fitted by the purchaser or third parties;
 - n) the value or suitability of the product is only impaired to a minor degree.
3. Warranty claims are time-barred 2 years after sale by the buyer, at the latest however after 2 years and 6 months after delivery to the buyer.
4. Only buyers with an ongoing business relationship with us are entitled to assert warranty claims. Products for which a warranty claim is asserted shall be collected by us or a forwarding agent commissioned by us after consultation with the buyer and only with the addition of a fully completed complaint form personally signed by the end consumer. Collection is at the sender's risk and expense. The manufacturer of the products always inspects the products in question. If the buyer's request for the remedy of defects turns out to be unjustified, we can demand reimbursement of the resulting costs from the buyer. If the warranty claim is rejected by the manufacturer, the defective tyre will be returned to the buyer after consultation with the buyer by the manufacturer if they request this within 14 days after receipt of the rejection. Otherwise the tyre will be destroyed by the manufacturer. If the buyer is not the owner of the tyre, they shall ensure that the owner agrees to its disposal.

VII. Liability

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

The exclusion of liability set out above does not apply

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

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

VIII. Use of our webpages (especially webshop and wheel configurator "lissi")

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

1. The buyer is provided access to the webshop after review and approval of the application to open an account (see III (1)). For this purpose, the buyer will be provided a user ID and a password in addition to a customer number. The buyer may apply for additional User IDs by fax or email by providing us with the names of the employees to be granted access. The buyer shall appoint a person responsible for the personal and exclusive use of the user ID and password. Once assigned, the user ID and password may only be used by the person for whom they were requested. The buyer is required to verify log-out from the system after each session. The buyer undertakes to keep the user ID and password secret and not to pass them on to third parties. The confidentiality obligation applies to every employee of the buyer who receives knowledge of the user ID and the passwords. In this context, we strongly recommend that you change your password immediately upon receipt. The buyer undertakes to ensure compliance with confidentiality and exclusive use of the webshop by authorised persons. The buyer undertakes to inform us immediately as soon as they become aware that unauthorized persons have the user IDs and/or passwords. We will then arrange for access to be blocked and confirm this by email within 24 hours. If the password is not used for more than 1 year, it will be blocked together with the account. To continue using the webshop, the password must be re-activated and a request sent to us. Consequences and/or damages resulting from non-compliance with these provisions shall be borne solely by the buyer.
2. The wheel configuration system "lissi" (hereinafter "lissi") is an information system for the configuration of complete wheels and offers buyers with access to our webshop an interface to the webshop including information on availability and price for ordering the products from us based on the configuration. The result of complete wheel configurations of can be printed as a pdf. Configuration is based on products available in the industry. In all other respects, the IHLE tires GmbH Terms of Use of for the "lissi" wheel configuration system in its then-current version shall apply and is available at www.lhle-tires.com (lissi B2B).
3. Due to the exchange of information, errors, in particular due to incorrect information provided by tyre dealers, cannot be ruled out completely. Ihle tires GmbH can therefore accept no liability for the accuracy of information.
4. The webpages may be accessed at any time. We may restrict or suspend access at any time for maintenance, updates and/or other technical or legal reasons.

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

5. Information on the webpages is non-binding and is provided exclusively for information purposes. For the creation and compliance with obligations, as well as our liability for products, only the respective contractual agreements concerning them, including the General Terms and Conditions in their respectively applicable version, shall apply. No contractual relationship can arise on the basis of information contained on this website. The webpages do not contain any guarantees or information on the quality of products or services. The information on these webpages, as well as the products and services described, may be changed or updated by us at any time without prior notice.
6. The buyer bears the risks associated with the use of the Internet, in particular network disturbances, fluctuations in transmission and data loss. They must ensure that they transmits no content to the webpages that contains software, applications, programs or viruses or other data that impair or damage the function of the hardware and software of the webpages or of other users.
All software integrated on the webpages, in particular all types of machine-readable codes, file and/or image collections, are protected by copyright and other laws for the protection of intellectual property. All software is our property, the respective licensees or third parties. The user is entitled to use the software integrated on the webpages, provided that the user complies with these and any additional terms of access and use of the software. No license is granted. The user shall refrain from:
 - the use, reproduction, modification, adaptation, translation, download or transfer of the software in whole or in part,
 - the sale, rental, licensing, transfer of the software or access to the software,
 - the modification, removal or concealment of trademarks or proprietary notices in the software, and/or
 - the decompilation, disassembly, decryption, extraction or disassembly of the software or the assistance of other persons in such activities.
7. Despite careful examination, we assume no liability in connection with our webpages. The exclusion of liability applies in particular to any direct and indirect damage arising from your access or use of the application, such as in particular Webshop and "lissi", or from the contents of external links, including infection with computer viruses. The operators of the linked pages are solely responsible for their respective content.
The buyer is responsible for all damages arising in connection with the incorrect and/or unauthorized use of the webpages and must pay compensation accordingly.
We shall only be liable for typical and foreseeable damages incurred by the buyer in connection with the use of the webshop and "lissi", insofar as these were caused intentionally or through gross negligence. We are not liable for interruptions when using the webshop and "lissi". This also applies to the personal liability of the legal representatives and our employees as well as other vicarious agents. This exclusion of liability does not apply in the case of liability for damages resulting from injury to life, limb or health which are based on a negligent breach of duty by us or an intentional or negligent breach of duty by one of our legal representatives or vicarious agents.

IX. Copyright and other rights

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

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

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

X. Data Protection

1. IHLE tires GmbH and its subsidiaries based in Germany collect and process personal data according to the principles and on the basis of the GDPR and the German Data Protection Act (BDSG). Personal data of which IHLE's becomes aware in connection with the business relationship will therefore only be used by IHLE within the scope of defined purposes and for the performance of the contractual relationship.
2. Data subjects have a right of information, rectification, amendment, objection, restriction of processing and erasure of data concerning them and may request the transfer of their data. If data subjects wish to exercise these rights and wish to receive information about data concerning them, they may contact the following: IHLE tires GmbH, attn. Data Protection Officer, Heinkelstraße 13, 76461 Muggensturm, E-Mail: dsb@ihle-tires.com. The right to lodge a complaint maybe exercised by submitting a complaint to the Data Protection Commissioner of the State of Baden-Württemberg. Additional information is available from: <https://www.baden-wuerttemberg.datenschutz.de/>. The right to lodge a complaint can be asserted as mentioned above, even if IHLE International GmbH is the controller.
And for Tirecorp GmbH, attn. Data Protection Officer, Heinkelstraße 13, 76461 Muggensturm, E-Mail: dsb@tirecorp.net. The right to lodge a complaint maybe exercised by submitting a complaint to the Data Protection Commissioner of the State of Baden-Württemberg. Additional information is available from: <https://www.baden-wuerttemberg.datenschutz.de/>.

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

XI. Miscellaneous

1. The place of performance and jurisdiction for all disputes is Karlsruhe.
2. The law of the Federal Republic of Germany shall apply exclusively. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. The buyer undertakes to treat all commercial and technical information of which they become aware as a result of the business relationship, and that is not publicly-known, as trade secrets. With regard to any duty of confidentiality applicable to us, it does not extend to companies affiliated with us within the meaning of section 15 of the German Stock Corporation Act (AktG).
4. Modifying or rendering unrecognisable the marks and numbers on our products in whole or in part or to resell articles which have suffered any deterioration since delivery or to which modifications have been made which do not comply with the technical standards is prohibited. The buyer undertakes to sell the products as we have classified them. They will explain the exact nature and technical details of these products to their customers. We reserve the right to make technical changes.
5. In the course of the business relationship with us, the buyer shall refrain from any action which may lead to criminal liability due to competition violations, fraud, embezzlement, granting of advantages, bribery, bribery or other corruption offences committed by persons employed by the buyer or other third parties. Without prejudice to the foregoing, the buyer is obliged to comply with all laws and regulations concerning this supply relationship.

In the event of a violation, we are entitled to an extraordinary right of termination in relation to existing contracts or to withdraw and to terminate all negotiations.

6. In the event of ambiguities or contradictions under different versions of these General Terms and Conditions (German, English), the original German text shall apply.
7. In the event of ambiguities or contradictions under different versions of these General Terms and Conditions (German, English), the original German text shall apply.
8. We reserve the right to update the General Terms and Conditions at any time. They apply in their then-current version in all cases.