

GENERAL CONDITIONS OF PURCHASE

for Tyre and Auto Pty Ltd ABN 57 164 707 484 WA Lic. No. MRB5465 trading as mycar Tyre & Auto (**mycar, we, us**)

1. These General Conditions of Purchase (**Conditions**) apply to all purchases of goods or services (**Supplies**) by mycar from a supplier unless the purchase is covered by a separate signed agreement between the parties.

These Conditions become an integral part of the contract once a Purchase Order (**PO**) is accepted by the supplier.

Any conditions of sale enclosed with the supplier's offer or the supplier's confirmation of an order do not apply even if we do not expressly object to them. Payments or acceptance of Supplies by us do not mean any acknowledgement of any sales or delivery conditions of the supplier. All other conditions apply only if and insofar as they are expressly confirmed by us in writing.

2. Orders and agreements are binding only if they are confirmed in writing by a PO unless we have advised you in writing that a PO is not required. Supplies rendered without a written PO do not put us under any obligation, and no payment will be made even if Supplies are rendered on request of our employees. POs and/or calls for delivery will be deemed accepted unless the supplier objects in writing within three business days from the date of order receipt. Delivery schedules may also be arranged via telecommunication.

3. Unless otherwise agreed, prices are fixed. Unilateral price changes are not permitted.

4. Privacy

Each party must comply with any data protection, privacy, and similar equivalent laws relating to personal data including but not limited to the Privacy Act 1988 (Cth) (including the Australia Privacy Principles), the Spam Act 2003 (Cth), and any other requirement under Australian law or industry code relating to the handling of personal information.

5. Confidentiality

The supplier must keep all mycar Confidential Information strictly confidential and not disclose it to any third party without our consent, unless required by law or unless the Confidential Information is already legally in the public domain at the time of the disclosure or was legally obtained by the supplier from a third party wholly independently of these Terms. Confidential Information is all information that should be reasonably regarded in all the circumstances as confidential.

6. Supplier obligations

The supplier must comply with:

- All applicable laws, statutes, regulations, and codes relating to anti-slavery, anti-bribery and improper payments, including but not limited to the Modern Slavery Act 2018 (Cth) and the Criminal Code Act 1995 (Cth), and must respond to our requests regarding compliance with such laws.
- Any applicable laws and regulations relating to health and safety and any mycar policy on health and safety
- The Business Partner Code of Conduct accessible at <https://www.continental.com/en/sustainability/framework/responsible-value-chain/respecting-human-rights/>, noting mycar is a Continental subsidiary.
- The mycar Privacy Policy accessible at www.mycar.com.au/policies/privacy-policy.

The supplier warrants that at all material times:

- It has the right to sell the Supplies free from all encumbrances, the Supplies are sold free from all encumbrances, and we will enjoy quiet possession of the Supplies.
- The Supplies are safe, free from defects or faults, are of acceptable appearance, finish, and durability and are of acceptable quality including, where the Supplies are software or contain software, the Supplies are free from any malware, viruses, worms, and other destructive codes.
- The Supplies are fit for sale and use for their usual purpose.
- The Supplies comply with all specifications, policies, and technical performance standards or grades (including quality assurance specifications) provided by us.
- All information which you have provided us in relation to the Supplies (including instructions, warranties, and product descriptions) are true, clear, and accurate.
- The Supplies comply with all applicable laws and generally accepted industry standards in the country in which they were manufactured and in which they will be located or sold, including all applicable laws and standards relating to care, safety, manufacture, storage, packaging, labelling (including statement of

claims), ticketing, loading, transportation, and country of origin.

- The Supplies comply with all agreed voluntary industry codes and any court or governmental order or declaration and are not the subject of a notice published in exercise of the Competition and Consumer Act 2010 (Cth), or any similar powers in any other laws.
- The sale of the Supplies by us will not infringe any person's intellectual property rights or other rights, and the supplier has made all reasonable enquiries to ascertain this where the Supplies (or any component or part of the Supplies such as its packaging or instruction manuals) are imported from, or manufactured or produced by, a third party.
- To the best of its knowledge, the supplier is not involved in any current, pending or threatened litigation, arbitration, investigation, inquiry or proceeding that will or may have a material adverse effect on the supplier's reputation, our reputation, or performance of any of the supplier's obligations under these Conditions.
- The Supplies supplied do not contain asbestos.

Provided that the Supplier will not be liable for any breach of warranty under this clause to the extent that the breach is caused or contributed to by an act or omission of mycar.

7. Where you do not respond promptly to the fulfillment of the supplier warranty obligations in these Conditions, we have the right to obtain the Supplies from an alternative supplier, at your cost.

We may assert our claims based on this clause 7. within two years after we accept delivery unless a longer period is agreed upon or applicable by law.

Acknowledgement of the receipt of delivered items is not deemed to contain a waiver of our warranty claims or other rights in relation to defective Supplies.

8. Delay

The agreed dates of delivery are binding, except in case of force majeure. The supplier is obliged to keep appropriate stock on hand exceeding the quantity currently to be delivered. Should the supplier delay with provisions of Supplies, we are entitled to assert all legally permissible claims arising from such delay. We must be notified immediately of any delays in delivery foreseeable for the supplier.

9. Packing

Delivery items must comply with the material specifications stipulated by us and with the applicable legal requirements.

Dangerous Supplies must be marked, loaded, stowed, restrained, and segregated correctly, in accordance with the Australian Dangerous Goods Code and to comply with the

applicable laws and regulations of the respective countries (including transit countries), including relevant Workplace Health and Safety and Dangerous Goods legislation. Hazardous chemicals must be labelled in accordance with the Globally Harmonised System of Classification and Labelling of Chemicals. Unless otherwise agreed, all relevant and applicable Australian regulatory compliance marks must be affixed to compliant items in a clearly visible position.

Where possible, packaging materials must be:

- Minimised.
- Reusable or recyclable.
- Without CFC's.
- Chlorine-free chemically inactive, groundwater-neutral, and nontoxic when incinerated.
- Marked with recycling symbols, or with material symbols such as PE, which are recognised in Australia.

10. Documentation

Payment will not be made without an invoice. Invoices must clearly show our PO number, the supplier's number, material number, the place of delivery and the quantity of material. Each trading unit of the delivery must be marked with the supplier's identifying details.

General Provisions

11. The supplier is not entitled to assign or transfer its claims against us to third parties or to demand its claims through third parties without our prior written consent which will not be unreasonably withheld. In the event of extended reservation of title consent is deemed to be granted.

12. Our PO and all commercial and technical details in this context must be kept secret by the supplier. A supplier may only refer to its business relationship with us if we give our consent to this in writing.

13. Place of performance for deliveries of Supplies is the place of delivery specified by us, or if not specified it is our registered office.

14. These Conditions are governed by and construed according to the law of the State of New South Wales in Australia and the parties submit to the exclusive jurisdiction of the courts of New South Wales and courts entitled to hear appeals from those courts.