

Goodyear South Africa – General Terms and Conditions of Sale

General

Transactions for the supply of products and services by Goodyear South Africa (Pty) Ltd or its South African affiliates ("Goodyear") whether or not manufactured or performed by Goodyear shall be exclusively and definitely governed by these general terms and conditions of sale, which are deemed read, understood and unconditionally accepted by a customer ("Customer") upon Customer's receipt of Goodyear's order confirmation (or other written acceptance) for the same. These general terms and conditions of sale shall apply to the exclusion of any conflicting terms and conditions of the Customer. Goodyear reserves the right to vary these general terms from time to time by written notice to the Customer.

Offer & Acceptance

Price lists and standard business terms for the products of Goodyear are available to Customers upon request. Purchase orders shall only be deemed accepted by Goodyear (and Goodyear shall only be bound by such Purchase order) upon and in accordance with Goodyear's order confirmation (or other written acceptance).

Delivery Terms

Unless otherwise agreed, products will be delivered to an address of the Customer within South Africa and shall be deemed delivered when made available for unloading at the Customer's address. Goodyear reserves the right to deliver the products in separate installments. Each separate installment shall be paid for in accordance with these general terms and conditions of sale. Unless the Customer notifies Goodyear within 5 days of delivery of any discrepancies in the products received, all the products ordered as stated on the delivery note shall be deemed to have been delivered and Goodyear shall have no liability to the Customer in respect of such discrepancies. Delivery dates are estimates only and shall never be legally binding upon Goodyear. Unless otherwise agreed by Goodyear, delays in delivery do not entitle the Customer to refuse acceptance of the products or to cancel an order. Goodyear does not accept any liability in respect of late delivery. In the event that the Customer fails to accept the products at the time of delivery, Goodyear shall be entitled to charge the Customer the full purchase price, together with any costs incurred by Goodyear resulting from Customer's failure or delay in accepting delivery, including, but not limited to, transport, demurrage, storage and labour costs. Any tyre which has been damaged as a result of transportation or warehousing from or by Goodyear and/or selected service provider, can be returned within 8 days of delivery.

Retention of Title

Ownership of the products shall not pass to the Customer until Goodyear has received in full (in cash or cleared funds) all sums due to it in respect of: (i) the products; and (ii) all other sums which are due and payable to Goodyear from the Customer on any account.

Until ownership of the products has passed to the Customer, the Customer shall: (i) hold the products on a fiduciary basis as Goodyear's bailee; (ii) store the products (at no cost to Goodyear) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Goodyear's property; (iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the products; and (iv) maintain the products in satisfactory condition and keep them insured on Goodyear's behalf for their full price against all risks to the reasonable satisfaction of Goodyear. On request the Customer shall produce the policy of insurance to Goodyear.

The Customer may resell the products before ownership has passed to it solely on the following conditions: (i) any sale shall be effected in the ordinary course of the Customer's business at full market value; and (ii) any such sale shall be a sale of Goodyear's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale; (iii) the Customer shall hold the proceeds of sale on trust for Goodyear in a separate account.

Goodyear shall be entitled to require the Customer to return any products in respect of which title has not passed to the Customer at any time. The Customer also licenses Goodyear to enter upon the premises of the Customer at any time in order to recover possession of such products.

Passing of Risks

Except as otherwise agreed in writing by Goodyear, risk of loss or deterioration of the products supplied hereunder shall pass from Goodyear to Customer upon such products leaving Goodyear's warehouse for delivery (or upon leaving factory in the case of direct deliveries from factory) or at the date products were ready to be delivered should effective delivery be prevented by Customer's acts or omissions, whichever is the earliest.

Prices

The prices for the products (or services) shall be the prices in effect at the time the products are delivered to the Customer (or the services are provided to the Customer). Prices include waste tyre levies. Prices do not include VAT.

Payment Terms & Penalties

The standard payment period applicable to all Goodyear products and services is 30 days from the end of the month in which Goodyear issues an invoice, unless otherwise agreed in writing. Payments are to be made by bank transfer to Goodyear's designated bank account. Without prejudice to any of Goodyear's rights, Goodyear reserves the right to charge simple interest on overdue payments, such interest to accrue daily, from and including the due date to and including the date of actual payment in cleared funds at the rate of 2% per calendar month. Goodyear further reserves the right to suspend the manufacture and/or delivery in respect of any outstanding order from the Customer (or suspend the provision of any services) until such payment has been received. Goodyear also reserves the right to suspend

delivery of, or cancel, an order (or suspend the provision of any services) if it has reasonable grounds for doubting the Customer's ability to make

future payments on a timely basis. Goodyear reserves the right to demand payment in advance in such circumstances. In the event that monies remain overdue, the Company further reserves the right to take such action as it considers necessary, including taking legal advice and issuing proceedings to recover all monies owed by the Customer. The Customer shall indemnify Goodyear in respect of all fees, charges, costs and expenses incurred by Goodyear in the recovery of the overdue amount, including legal costs and the cost to Goodyear (calculated by reference to time spent and materials) of assigning its own staff to dealing with such recovery.

Invoice queries

The Customer shall notify Goodyear of any invoice queries or disputes within 14 days of the date of such invoice, failing which the Customer shall be deemed to have accepted such invoices at the end of this 14 day period. Customer shall not be entitled to the benefit of any set off to which he might otherwise be entitled in law or in equity, except that the Customer may withhold an amount, certified in advance in writing by Goodyear, being an amount that is subject to a genuine dispute between the Customer and Goodyear.

Returns

Unless otherwise agreed by Goodyear, the Customer shall not be entitled to return products for reasons of convenience or Customer error. Without prejudice to Goodyear's other rights, Goodyear reserves the right to charge an administration fee in the event that products are returned in breach of this paragraph.

Warranty (THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE)

Goodyear warrants only that the products manufactured by it will, for a period of 5 years from date of production conform to their current technical specifications and be free from defects. Goodyear warrants that it will provide the services using reasonable skill and care. These warranties are in lieu of all other written or unwritten conditions, guarantees or warranties whether express or implied by common law, statute or otherwise. The Customer's exclusive remedy and Goodyear's sole responsibility for any claim of whatever nature arising out of the above warranties, is expressly limited to either the replacement within a reasonable time of the products shown to be other than as warranted or, at Goodyear's option, a reimbursement in cash (such sum, in the case of tyres, to be calculated on the basis of the remaining tread depth) or in free products not to exceed the price effectively paid by the Customer for the specific products shown to be other than as warranted or the re-performance of the services. Any such replacement, reimbursement or re-performance is conditional on the Customer giving Goodyear notice that the products or services are other than as warranted within 14 days from the date of discovery. Failure by the Customer to give this prior notice on time shall constitute the Customer's waiver of all claims hereunder with respect to such products or services. If requested by Goodyear, all unsold or unprocessed products alleged by the Customer to be other than as warranted must be returned to Goodyear, who will reimburse the Customer's reasonable return freight charges. Except as set out in these terms and conditions, the Customer shall not be entitled to return the products to Goodyear.

Legal Requirements (THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE)

While all products manufactured or sold by Goodyear in South Africa are compliant with the applicable South African legislation, Goodyear does not give any warranty or make any statement, direct or implied, as to such products' compliance with legislation outside of South Africa. Goodyear draws the customer's attention to the fact that should the customer decide to export Goodyear products manufactured or sold by Goodyear in South Africa to territories outside of South Africa, local authorities in such other territories may enforce applicable local legislation against the customer or the importer of the products, and Goodyear expressly rejects any responsibility or liability in that case. It is the customer's sole responsibility to check applicable legal requirements when exporting products manufactured or sold by Goodyear in South Africa outside of South Africa.

Limitation of Liability (THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE)

Goodyear shall not be liable to the Customer for pure economic loss, loss of profits, loss of business, depletion of goodwill, loss of anticipated savings, loss of goods, loss of contracts, loss of use (in each case whether direct, indirect or consequential) nor shall it be liable in respect of any indirect or consequential loss or any special or exemplary damages, or any claims for consequential compensation whatsoever (howsoever caused).

To the extent permitted by law, Goodyear's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance of its obligations shall be limited to the price paid for the products or services which are the subject of the purchase order. Except as set out in these general terms and conditions of sale, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Cancellation

Goodyear reserves the right to cancel any accepted purchase order immediately in the event Customer breaches one of its material obligations under that accepted purchase order, and does not remedy the same within thirty (30) calendar days after notice of such breach sent by registered letter to Customer's address, without

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prejudice to any damages that Goodyear could claim in contract, tort or otherwise. Goodyear also reserves the right to immediately cancel any accepted purchase order should the Customer be subject to any of the following events: (i) cessation or threat of cessation of trade; (ii) inability to pay its debts when they fall due; (iii) making a voluntary arrangement with its creditors; (iv) an administration order is applied for or made; (v) a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (vi) a receiver is appointed over all or any of its assets (the Cancelling Events) and, in each case, without any compensation to the Customer as a result of such cancellation and without prejudice to any other remedies that Goodyear may have in contract, tort or otherwise as a consequence of such Cancelling Events. No purchase order or part purchase order can be cancelled by the Customer without the agreement of Goodyear.

Patents & Trademarks

All the copyright, performance rights, database rights, design rights, trade marks, patents, goodwill and similar rights in any part of the world and whether or not registered or registrable, for the full period and all extensions and renewals ("IPRs") in the products and all and any other documents and items obtained by the Customer from Goodyear, together with all derivatives and derivative IPRs belong, or are licensed, to Goodyear. The Customer shall not use any IPRs except to the extent permitted by these general terms and conditions of sale. The Customer shall not and shall use its best endeavours to ensure that no other person shall use any business, product or service name, any logo, device or service mark, or any get up ("Trade Mark") or any other intellectual property rights whatsoever used by or belonging to (or display or otherwise promote any advertising or promotion of) Goodyear, its holding companies or its or their subsidiaries, or any of its or their goods or services or other activities, for any purpose whatsoever except pursuant to a written licence from Goodyear. A request for approval for any such use, particularly in relation to advertising material, should be addressed to Goodyear.

Contingencies

If in the course of executing any confirmed order, hardship or unfairness is anticipated by (or has occurred to) Goodyear, such as, but not limited to, any reduction in the availability of raw materials or products, cost increase of raw materials or energy supplies, Goodyear is entitled to modify unilaterally and without liability such confirmed order to the extent strictly necessary to rectify, remove or manage such hardship or unfairness, while still substantially meeting Goodyear's obligations and duties anticipated under such confirmed order. Such modification could include an increase in purchase price or a reduction in quantity to be delivered under the confirmed order.

Force Majeure

Strikes, whether internal or external to Goodyear, floods and fires, war, riots, pandemics, transport disruptions or stoppages, shortage of raw materials or energy sources, significant accident affecting sub-contracted production, receivership or compulsory liquidation of subcontractors, accident of any kind, governmental decisions affecting the manufacture or storage of products and, in more general terms, any event unforeseeable at the time of order confirmation and outside the control of Goodyear which prevents the manufacture, shipment or delivery of products to the Customer or the provision of the services, shall constitute cases of force majeure which authorize Goodyear to either suspend or eliminate the corresponding quantities of products or services from Customer's confirmed order without any liability to Goodyear.

Data Protection

The Customer shall not supply any personal data of any person to Goodyear without securing such person's express, informed consent to such supply and to Goodyear processing such personal data for the purposes of performing its obligations under these general terms and conditions of sale.

Anti-bribery

Customer confirms that, in its performance of services or sale of goods as a distributor or other third party of Goodyear, neither it nor any person or firm acting for it will offer or pay any money or anything of value to a Government Official or any other person for the purpose of obtaining or retaining business. The term "Government Official" includes any of the following individuals: (i) any officer or employee of any federal, regional or local government, government agency, or state-owned or state-controlled enterprise; (ii) any person acting in an official capacity for or on behalf of any such entities identified in clause (i); or (iii) any official of a political party, or candidate or nominee of any political party or for any position with any entity identified in clause (i) above, or any public international organization.

In connection with its performance of services or sale of goods for and/or acquired from Goodyear, neither Customer nor any of its officers, directors, partners, stockholders, employees or agents, nor any person or firm acting for it, will offer, pay, promise to pay or authorize the payment of any money or any other thing of value to any Government Official or to any other person while knowing that all or a portion of such money or thing of value will be offered or given directly or indirectly to any Government Official for any of the following prohibited purposes: (i) to influence an act or decision of such Government Official in his, her or its official capacity; (ii) to induce such Government Official to do or omit to do any act in violation of the lawful duty; or (iii) to induce such Government Official to use his, her or its influence with a government or government agency.

The Customer, in the performance of its duties and obligations hereunder, shall not engage in any deceptive, misleading, illegal or unethical business practice.

Upon the written request of Goodyear, Customer agrees (1) to submit a compliance certificate annually in a form prescribed by Goodyear, (2) to permit inspection of

Customer's books and records by Goodyear at the offices of the Customer, on reasonable notice, for the limited purpose of verifying compliance with Goodyear's anti-bribery policy*, and (3) to permit a third-party audit of the books and records of the Customer in the event that Goodyear has reason to believe a violation of Goodyear's anti-bribery policy has occurred or may occur.

Export Control

The Customer recognizes and agrees that Goodyear is prohibited under U.S. and EU law from allowing exports or re-exports of its products to certain designated countries, and that diversion of such products to end destinations, end users or end uses contrary to U.S. and/or EU law is prohibited. The Customer agrees it will not in any form export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any product furnished hereunder to Cuba, Iran, North Korea, Syria, or Sudan, or to any entity or person included on the U.S. Consolidated Screening List**.

Dealing with Rights under the Contract

Goodyear may assign or sub-contract any of its rights or obligations under an order, may delegate performance of any of its obligations under the order to any agent, employee or contractor and may charge or otherwise deal in any way whatsoever with any of its rights under the order. The Customer may not assign, sub-contract, delegate, share, charge or otherwise deal with any of its rights under the order and may not so deal with any of its obligations under the order.

Cumulative Rights

The rights and remedies provided to Goodyear by these terms are cumulative and are not exclusive of any rights or remedies otherwise available to it under statute or common law. To the fullest extent permitted by law, the rights and remedies provided to the Customer by these terms are the only rights and remedies of the Customer.

Severability

If any provision of these terms shall be found, by any court or administrative body of competent jurisdiction, to be void, invalid or unenforceable, the voidance, invalidity or unenforceability of such provision shall not affect the other provisions of these terms and all provisions not so affected shall remain in full force and effect to the extent this shall be lawful and commercially viable for Goodyear.

Waiver

Failure by Goodyear to exercise or enforce any of its rights under or in connection with these terms, including delay in submitting any invoice or demanding any payment, shall not be deemed to be a waiver of such rights or a bar on the exercise or enforcement of such right subsequently. No provision of these terms shall be treated as being waived by Goodyear unless such waiver is in writing signed by the Goodyear.

Applicable Law & Competent Jurisdiction

These general terms and conditions of sale and any contracts incorporating them shall be governed by and construed in all respects in accordance with the laws of the Republic of South Africa. Goodyear and the Customer shall submit to the non-exclusive jurisdiction of the South African courts.

We confirm our agreement to these General Terms and Conditions of Sale

Signed.....

Print name.....

Position/job title.....

Customer/company name.....

Date.....

*http://www.goodyear.com/investor/pdf/corp_gov/anti_bribery_policy.pdf

**http://export.gov/ecr/eq_main_023148.asp