



GENERAL POLICIES, TERMS AND CONDITIONS

Limited warranty

Every new tire sold and/or dispatched by Edison Tire Inc is guaranteed to be free of defects in material and workmanship. If a tire is found to be defective upon our examination, we will either repair the tire or make an allowance against the original purchase price toward the purchase of a new tire from Edison Tire, relative to the unused portion of the original tread on the defective tire. A tire is considered fully worn out and ineligible for adjustment when 10% or less of the original tread is remaining. Excluded from the allowance will be additional charges for tax, service, mounting and transportation which will be the responsibility of the owner or their agent making the claim under this warranty.

Limitations

This warranty applies to tires depending on brand for a maximum period of five years (60 months) from the date of manufacture. This warranty is for the exclusive benefit of the original purchaser and is not assignable. This warranty will not apply if the tire has been improperly installed, altered, repaired, retreaded or not used within the design specifications of the tire. Any tire may fail or be rendered unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur. To the extent permitted under law – Edison Tire hereby excludes all incidental, punitive & consequential damages, including but not limited to, loss of time, loss of profit, loss of use of vehicle, personal injury or death. Edison Tire disclaims any implied warranty of merchantability or fitness for a particular purpose.

Exclusions

This Edison Tire Warranty is subject to, but is not limited to, the following exclusions:

Tires purchased more than sixty months from the date of manufacture from the company.
Irregular wear or damage due to road hazards (cut separations, cuts, impact brakes, punctures, flex brakes, snags), misuse, improper mounting, misapplication, improper inflation, overloading, negligence, excessive speed, running flat, use of non-approved rims, defective brakes and/or shock absorbers, chain damage, misalignment and/or imbalance of wheels/rims, chemical action, fire, collision, willful damage or damage caused by the mechanical condition of the vehicle.

ADDRESS

19081 Hartford St
Edison, GA 39846

PHONE

(229) 231-3502
(229) 234-4488

EMAIL

info@edisontireinc.com
jason@edisontireinc.com



Tires operated in excess of their TMPH or TKPH ratings
Tires operated in applications exceeding the equipment's recommended capabilities.
Tires with improperly seated beads.
Tires mounted with tubes or o-rings not approved by Edison Tire.
Tires that have failed due to materials added after market.
Claims for rapid or uneven tread wear are not covered by this Limited Warranty
Cost of disposal of warranted tires. Cost of disposal is the responsibility of the customer.
Use of solid type fill voids all warranties.
Any modifications to the tire such as regrooving, re-lugging, etc. void all warranties.
Costs associated with the repair of tires are not covered under warranty unless given prior approval by Edison Tire.

TERMS & CONDITIONS

1. Definitions

- 1.1 GT&C: these General Terms and Conditions;
- 1.2 Agreement: any agreement of purchase and sale and/or of contracting work or any other agreement concluded by us with a buyer and all agreements and/or commitments resulting therefrom and/or related thereto;
- 1.3 Offer: any offer we make to a (potential) buyer;
- 1.4 We: a member of Edison Tire Inc, which as such uses these Terms and Conditions and acts as seller, supplier and/or contractor with regard to agreements and as contractor with regard to offers;
- 1.5 Buyer: any party that concludes an agreement with us as referred to in Paragraph 1.2, or receives an offer from us as referred to in Paragraph 1.3;
- 1.6 Days: all calendar days;
- 1.7 Complaints: any grievances on the part of the buyer as regards the quality or quantity of the supplied products;
- 1.8 Our depot: our business premises and/or other locations where we put aside the products to be delivered and lay them out ready for dispatch.

2. Applicability

- 2.1 These GT&C apply to all agreements concluded by us, as well as all offers made by us.
- 2.2 No other GT&C, such as those of the buyer, shall apply to agreements with us and offers from us,

ADDRESS

19081 Hartford St
Edison, GA 39846

PHONE

(229) 231-3502
(229) 234-4488

EMAIL

info@edisontireinc.com
jason@edisontireinc.com



irrespective of the moment when they are referred to, unless we have declared explicitly in writing towards the buyer that we agree with the applicability of those other GT&C. Such endorsement shall never mean that the buyer's terms and conditions also apply to other agreements between us.

2.3 Provisions from these GT&C shall not apply if and insofar as they are in contravention of imperative legal provisions. In the event that, on those grounds, a provision is invalid under specific circumstances, the regulation which is most favourable from our perspective shall apply and all other provisions shall remain in force in full.

2.4 In all other respects, it shall be possible to derogate from the GT&C only by means of a written statement, signed by both parties.

3. Offers / enforcement

3.1 Our offers are free of obligation. If a specific term is stated in the offer, said term shall be binding on the buyer only. We are allowed to revoke our offer within 2 days of receipt of the acceptance.

3.2 Except for the revocation option as stated in Paragraph 3.1, an agreement shall enter into force the moment when we have received a timely, written acceptance from the buyer, which fully corresponds to the offer. Insofar as the buyer accepts our offer subject to derogations of subordinate significance, such derogations shall not form part of the agreement with us and an agreement shall be enforced in accordance with our offer.

3.3 An agreement shall also enter into force as a consequence of our delivery of the products in accordance with the relevant dispatch note / invoice.

4. Prices

4.1 Unless a binding price has been agreed, the prices from our price list, valid on the day of delivery, shall apply.

4.2 Our prices are exclusive of VAT, any other taxes and charges, and transport and insurance costs.

4.3 We are entitled to apportion any reasonable rises in costs to the buyer. We shall notify the buyer of such apportioning in writing.

5. Delivery

5.1 Unless an alternative delivery method has been agreed, delivery shall take place when we have put aside the products in our depot and have laid them out ready for dispatch, and have notified the buyer thereof in writing.

ADDRESS

19081 Hartford St
Edison, GA 39846

PHONE

(229) 231-3502
(229) 234-4488

EMAIL

info@edisonfireinc.com
jason@edisonfireinc.com



5.2 After delivery, the delivered products shall be at the buyer's risk.

5.3 If it is not possible, due to circumstances for which we cannot be held accountable, to transport the products delivered by us to their destination, we shall store the products at the expense and risk of the buyer.

5.4 We are free to decide on the method of transport.

5.5 We are entitled to deliver in instalments.

5.6 We are entitled to deliver products cash on delivery.

5.7 Unless we have guaranteed a specific term of delivery explicitly and in writing, the terms of delivery as stated shall in no circumstances be regarded as absolute deadlines. In the event of non-timely delivery, the buyer must declare us in default in writing, allowing us a reasonable period of time to still comply with our delivery obligations, without the buyer and/or third parties being able to claim any compensation from us. This paragraph shall not apply if the non-timely delivery concerns a temporary or permanent shortcoming, for which we cannot be held accountable, as referred to in Article 6.

6. Circumstances beyond our control

6.1 If we are unable to comply with our obligations due to a permanent shortcoming for which we cannot be held accountable, we shall be entitled to dissolve the agreement in whole or in part, by means of a written statement, within a reasonable period of time, without the buyer being able to claim any compensation, including any payment for any benefits derived thereof.

6.2 A shortcoming for which we cannot be held accountable, as stated in Paragraph 1, refers to circumstances such as war, risk of war, unrest, fire, a factory breakdown, a strike, blockades, a lock-out, a traffic disruption, a disruption in the supply of the materials / semi-finished products, staff illness, and sub-suppliers/subcontractors failing to comply with their obligations or failing to do so in good time.

6.3 A shortcoming for which we cannot be held accountable shall be regarded as permanent if it is not possible to undertake the relevant performance of services within 60 days of commencement of those circumstances.

6.4 If, however, it is possible to undertake the performance of services within 60 days, the shortcoming shall not be regarded as permanent, and neither we nor the buyer shall be able to dissolve the agreement. Our obligation to undertake the performance of services shall be deferred, without us being held to pay any compensation or payment for derived benefits to the buyer.

7. Security

We shall be entitled at all times to demand security from the buyer as regards its compliance with its obligations. If the buyer refuses to provide a security or fails to do so within the term set by us, we shall be entitled to dissolve the agreement by means of a written statement. Insofar as we had already delivered

ADDRESS

19081 Hartford St
Edison, GA 39846

PHONE

(229) 231-3502
(229) 234-4488

EMAIL

info@edisontireinc.com
jason@edisontireinc.com



products to the buyer, the latter shall be obliged to return said products to us within 5 days of the issue of the statement. Moreover, it shall be obliged to pay any damages sustained by us as a consequence of its refusal to provide security or its failure to do so.

8. Payment

8.1 Payments must be made free of charge, without any discount or setting off of costs, within 30 days of the invoice date, unless the buyer wishes to set off any liquid claims it has against us under a right to which it is entitled by law and has notified us thereof within 7 days of our invoice date.

8.2 The payments must be made in the currency as stated on our invoice, at our office or into one of our bank or giro accounts.

8.3 Payments shall always be allocated first to cover any costs due, then to cover any interest, and then to cover any invoices due in chronological order, even if the buyer indicates that its payment refers to other invoices and/or debts.

8.4 If the buyer fails to pay in good time, it shall be in default without any proof of default being required, and it shall owe us interest of 1.5% of the invoice amount for each month or part thereof as regards the invoice exceeding the payment term as referred to in Paragraph 8.1.

8.5 If the buyer remains in default for more than 15 days we shall be entitled to take collection measures, in which case the buyer must pay to us non-legal collection charges in accordance with the collection rate of the US Law, with a minimum of \$ 150.

8.6 If the buyer is in default with regard to any payment obligation towards us, it shall be in default with regard to all our claims towards it. Paragraphs 8.4 and 8.5 shall apply accordingly.

8.7 In the event of liquidation, bankruptcy, an administration order or the applicability of the legal debt adjustment regulation, all obligations on the part of the buyer shall be payable on demand.

9. Reservation of title / non-possessory lien

9.1 All products delivered by us to the buyer shall remain our property until the buyer has paid for all the receivables due by virtue of the purchase / contractor agreements as regards those products and the relevant work, increased by interest and expenses, and all other receivables in connection with its failure to comply with the agreements.

9.2 If the buyer forms a new product on the basis of products delivered by us which are subject to a reservation of title, it shall act under our instructions and it shall keep the product on our behalf. It shall not become the owner until the reservation of title is cancelled because it has paid all the receivables due to us.

9.3 Insofar as we have any claims towards the buyer other than those referred to in Paragraph 9.1 and we

ADDRESS

19081 Hartford St
Edison, GA 39846

PHONE

(229) 231-3502
(229) 234-4488

EMAIL

info@edisonfireinc.com
jason@edisonfireinc.com



have delivered products to the buyer that are not subject to a reservation of title, the buyer shall vest a non-possessory lien on those products to our benefit in order to provide security as regards its compliance with its obligations, which non-possessory lien shall be accepted by us. The buyer shall sign a deed vesting the lien immediately when requested. It shall guarantee that it is authorized to hypothecate the products and that the products are not subject to a lien and/or limited rights other than our rights.

9.4 The buyer is entitled to resell or process all products subject to the reservation of title / non-possessory lien in the normal way within its normal business operations.

9.5 If the buyer resells the products, we may oblige it to vest a non-possessory lien to our benefit on the basis of the claim towards its customer resulting from the resale.

9.6 The buyer shall deal with the products as referred to in this article with due diligence. It shall insure the products against any catastrophes on the basis of the invoice amount. The buyer shall provide us with the names and addresses of the insurers and copies of the policies immediately when requested. Moreover, the buyer shall vest a silent lien to our benefit as regards its claims in that respect towards the insurer immediately when requested by us.

9.7 The buyer is not permitted, with the exception of the provision of Paragraph 9.4, to hypothecate the products as referred to in this article to third parties or to relinquish or transfer to them the legal or factual power of decision, or to limit that power to our disadvantage in any other way.

10. Quality and complaints

10.1 Immediately after delivery, the buyer shall count, measure and weigh the products and inspect them for any visible and invisible – but easily identifiable – faults, before storing or using them. Once products have been put to use, they shall be deemed to correspond to the agreement, unless it turns out that the product has an invisible fault which cannot be easily identified.

10.2 Products may be returned to us only after we have agreed in writing to their return and to the dispatch method. The products shall remain at the buyer's risk.

10.3 Complaints shall never defer the buyer's payment obligations.

10.4 The buyer must notify us of any complaint regarding the delivered products in writing within the agreed guarantee period, and within 8 days of the moment when it has discovered or should have discovered the fault. The complaint must be described clearly and as accurately as possible.

10.5 Unless otherwise has been agreed, any right to claim (guarantee) on the part of the buyer towards us, relevant to its notification that the product does not comply with the agreement, shall be cancelled, if: – the above mentioned period for notification has not been observed; – the buyer fails to cooperate, or fails to do so adequately, within a reasonable period of time as regards an investigation into the soundness of the complaints; – the buyer has used or maintained the products in an incorrect, improper or abnormal way, or the complaint concerns normal wear and tear; – the buyer or a third party has made changes to the product

ADDRESS

19081 Hartford St
Edison, GA 39846

PHONE

(229) 231-3502
(229) 234-4488

EMAIL

info@edisontireinc.com
jason@edisontireinc.com



after acceptance of the delivery; – the complaints are expressed for the first time after a period of more than six months has passed since delivery.

11. Limitation of liability / product liability risk

11.1 We shall apply all care and expertise in the execution of the agreement that may be expected from us in fairness. We shall not be liable for any damage, of whatever nature, resulting from any actions on our part based on incorrect and/or incomplete data provided by the buyer, unless we should have been aware of its incorrectness or incompleteness.

11.2 We shall not be liable for any direct or indirect damages sustained by the buyer or third parties, including consequential damage, which is related to a shortcoming on our part or on the part of persons brought in by us in the execution of the agreement, unless such damage is the consequence of intent and/or grave error.

11.3 If, having regard to the above, we may be held liable, such liability shall be limited to the insured amount that qualifies for payment under our (company) liability insurance policy. If the damage is not covered by the insurance or in the event that the insurer is not going to pay, our liability shall have a maximum limit of twice the invoice amount of the relevant agreement, which amount shall never exceed \$ 50,000.

11.4 If the buyer resells any products delivered by us or forms new products from products (partly) delivered by us and resells them, it shall be obliged to insure itself adequately against the product liability risk of Article 6:185 BW [Civil Code]. It shall forward a copy of the relevant policy to us immediately when requested.

11.5 The buyer indemnifies us against any claims by third parties, for which we are not liable under the above provisions.

12. Dissolution or cancellation of the agreement

12.1 In all cases in which we dissolve an agreement with the buyer by means of a written statement, the buyer shall be obliged to pay to us all damages, costs and loss of profit, and to return to us any goods already delivered to us. The products shall remain at the buyer's risk until we have received and approved them. The obligation to pay for damages and loss of profit shall not apply if we have dissolved on the basis of the provisions of Article 6 as regards a permanent shortcoming for which we cannot be held accountable.

12.2 Premature annulment (cancellation) of the agreement by the buyer shall be permitted only if we wish to cooperate in that premature annulment and insofar as the required products have not been ordered and their production has not commenced.

12.3 If the agreement is annulled prematurely by the buyer, a fixed compensation fee of 30% of the agreed price shall be payable by the buyer, unless otherwise has been agreed, in addition to the payment of costs that have already been incurred and the work that has already been undertaken, such without prejudice to our right to claim full compensation.

ADDRESS

19081 Hartford St
Edison, GA 39846

PHONE

(229) 231-3502
(229) 234-4488

EMAIL

info@edisontireinc.com
jason@edisontireinc.com

13. Governing law

All agreements concluded with us and any commitments resulting therefrom shall be governed by Dutch law and Dutch private international law, to the exclusion of the applicability of the Vienna Convention of 1980 (the UN Convention on Contracts for the International Sale of Goods).

14. Location of execution

The agreements are deemed to be executed at the location of our registered seat.

15. Disputes

15.1 The buyer and we shall strive to resolve any disputes amicably. For that purpose, parties commit themselves to trying to resolve any dispute between them through mediation in accordance with the latest mediation regulations of USA. Mediator in the event that a dispute has arisen on the basis of the agreement and/or any commitments resulting therefrom.

15.3 If mediation in accordance with Paragraph 1 does not lead to a (complete) resolution of the disputes between parties, or parties are unable to agree on the appointment of a joint mediator under Paragraph 2, the most appropriate party shall be authorized to bring the dispute before the court. The court in the judicial district of our domicile shall be competent to take cognizance of the (remaining) dispute.

16. Proof

16.1 As regards the financial extent of the mutual obligations from the agreements concluded with us, our administrative data shall be decisive, in the absence of proof to the contrary by any method.

16.2 In the absence of proof to the contrary by any method, the quantities, dimensions and weights as stated on the invoice, waybill and/or packing slip between us and the buyer shall be regarded as correct.

17. Amendment

We are entitled to amend these GT&C. The amended provision(s) shall enter into force on the date as stated in the amendment decision. We shall notify the buyers, known to us at the moment of amendment, thereof in writing.

ADDRESS

19081 Hartford St
Edison, GA 39846

PHONE

(229) 231-3502
(229) 234-4488

EMAIL

info@edisontireinc.com
jason@edisontireinc.com