



MICHELIN ACTIVE ASSISTANCE – SPONSORING DEALER & SPONSORED END USER TERMS & CONDITIONS

The End User is a valued customer of the dealer and is purchasing from the dealer truck and bus tyres for its fleet of commercial vehicles. The End User wishes to participate in a 24 hour, 7 days a week tyre assistance service initiated by Michelin Australia Pty Ltd ("Michelin") in order to receive tyre assistance service while on the roads of Mainland Australia and Tasmania ("Michelin Active Assistance Program").

The Dealer values its excellent relationship with the Customer (End User) and is sponsoring the End User's participation in the Michelin Active Assistance Program. The Sponsored End User's participation in the Michelin Active Assistance Program is on the following terms:

Article 1: The Michelin Active Assistance Program

- 1.1 The Sponsored End User will benefit from a 24 hour, 7 days a week, tyre assistance service covering all its trucks and buses fitted with tyres purchased from Michelin. The Michelin Active Assistance Program will be available to the Customer 5 days after the signature of this form or as advised by Michelin.
- 1.2 By calling a toll-free number, the driver of a truck or bus (or other nominated individual) will be able to request for tyre assistance service from the nearest available Michelin brand tyre dealer participating in the Michelin Active Assistance Program. Should no such dealer be available to provide assistance, the driver may have the option of accepting assistance from a dealer outside of the Michelin Active Assistance network (3rd party dealer).
- 1.3 These terms and conditions are in addition to and do not replace or modify any existing agreements between the Sponsoring Dealer and the Customer (End User).

Article 2: Rights and Obligations Of End User

- 2.1 As the Dealer is sponsoring the End User into the Michelin Active Assistance Program, the End User is not required to pay any subscription or fee.
- 2.2 The driver requesting tyre assistance service will not have to pay the servicing dealer for performing the service. The End User will be invoiced by the Sponsoring Dealer for the cost of the tyre assistance service (including the cost of the tyres and tyre-related products, where applicable). Where a non-Michelin branded tyre is supplied, the price charged will be determined by the Servicing Dealer and is not subject to pricing determined by Michelin. Where the tyre assistance is provided by a dealer who is not a Michelin dealer participating in the Program (3rd Party Dealer), the prices charged will be different than the tariffs provided by Michelin to the Sponsoring Dealer.
- 2.3 The End User must ensure that the driver requesting the tyre assistance service checks, signs and retains a copy of the form which records the service performed. The driver must make the final decision as regards the repair and disposal of the tyre.
- 2.4 The End User undertakes and agrees to pay the Sponsoring Dealer for the service performed and products provided on the credit terms agreed between the Sponsoring Dealer and the End User.
- 2.5 The End User agrees that the End User shall have no claims whatsoever against Michelin arising out of or in relation to the products supplied or the services performed.

Article 3: Rights and Obligations of Michelin

- 3.1 Michelin is committed to explaining the Michelin Active Assistance Program to the Sponsoring Dealer, addressing any questions and informing the Sponsoring Dealer of any changes to the Michelin Active Assistance Program. It is the responsibility of the Sponsoring Dealer to communicate any changes to the Michelin Active Assistance Program to their Customer (End User).
- 3.2 Michelin will use its best efforts to facilitate the provision of tyre assistance service to the Sponsored End User by a participating servicing dealer, twenty-four (24) hours a day, seven (7) days a week.
- 3.3 Michelin will invoice the Sponsoring Dealer for the tyre assistance service performed including the cost of tyre and tyre-related products where applicable.

Article 4: Term and Termination

- 4.1 Either party may terminate the Sponsored End User's participation in the Michelin Active Assistance Program by giving 30 days' written notice to the other.
- 4.2 In addition to the above, Michelin shall have the right to terminate the End User's participation in the Michelin Active Assistance Program with immediate effect, by written notice, upon the occurrence of any of the following events:
 - the Sponsoring Dealer fails to pay the invoices on the due date or exceeds its credit limit; and/or
 - Michelin considers that the Sponsored End User has not acted in good faith, by for example, rejecting the service offered by the participating servicing dealer, failing to keep proper records of the service performed, allowing a third party to benefit from the Michelin Active Assistance Program or providing false and misleading information.



Article 5: Confidentiality and Miscellaneous

- 5.1 The Sponsored End User shall not, without the Michelins prior written consent, copy or disclose or cause to be copied or disclosed any information pertaining to the Michelin Active Assistance Program to any third party and must use the information only in order to perform its obligations under the Michelin Active Assistance Program. The End User is aware that the Michelin may collect information on the End User to facilitate the operation of the Michelin Active Assistance Program.
- 5.2 Michelin shall inform the Sponsoring Dealer of any changes to be made to the Michelin Active Assistance Program, including to these terms and conditions in writing.
- 5.3 Michelin Active Assistance Standard Service Pricing (tariff prices) are available on request to Michelin.
- 5.4 Information collected by Michelin relating to the Sponsoring Dealer and Sponsored End User is shared with Michelin Active Assistance service provider ISS First Response. Please refer to the Michelin Privacy Policy for further details at <https://www.michelin-eorder.com.au/Home/PrivacyPolicy>.