

BRANDS TERMS AND CONDITIONS

These terms apply to you if they are incorporated in the agreement you entered into with Michelin Australia Pty Ltd

A. DEFINITIONS

The following words have these meanings in these Brands Terms and Conditions unless the contrary intention appears:

"Brands" means all brands and brand names, identifiers and symbols, registered or not registered and trademarks, used on or in connection with the Products owned by or licensed to Michelin Australia or a Michelin Affiliate and which Michelin Australia or a Michelin Affiliate has a right to sub-licence.

"Michelin Affiliate" means an entity directly or indirectly controlled or owned by, controlling or owning, or under the common control or ownership with Michelin Australia.

"Michelin Australia" means Michelin Australia Pty Ltd, (ACN 006 761 628) an entity incorporated in Australia.

"Products" means tyres manufactured by Michelin Group and supplied by Michelin Australia pursuant to the relevant Agreement.

B. CONDITIONS FOR THE USE OF THE BRANDS

1. Use of Brands

Subject to the terms in these Terms and Conditions, the Purchaser/ the Retail Partner/ the dealer/ the distributor is granted a non-exclusive and revocable right to:

- a. display the Brands at the premises of the Purchaser/ the Retail Partner/ the dealer/ the distributor designated by Michelin Australia; and
- b. use the Brands in any sales, promotional or advertising material, stationery, in the conduct of its business as an approved Michelin tyre dealer as approved by Michelin Australia.

2. Acknowledgment of Ownership and Goodwill

- a. The Purchaser/ the Retail Partner/ the dealer/ the distributor acknowledges that Michelin Australia or a Michelin Affiliate is the exclusive owner or licensee of each of the Brands and the goodwill relating thereto shall always remain vested in the registered owner. The Purchaser/ the Retail Partner/ the dealer/ the distributor acknowledges the right of Michelin Australia and the relevant Michelin Affiliate to control the use of the Brands and that the use of the Brands shall inure to the benefit of the registered owner of the Brands.
- b. The Purchaser/ the Retail Partner/ the dealer/ the distributor further acknowledges that Michelin Australia or a Michelin Affiliate is the owner of copyright in any plans, designs, models or advertising material provided by Michelin Australia.
- c. The Purchaser/ the Retail Partner/ the dealer/ the distributor shall not represent in any manner that it has any ownership in the Brands and acknowledge that use of the Brands shall not grant it any right or interest other than such specifically granted by this Agreement.
- d. The Purchaser/ the Retail Partner/ the dealer/ the distributor shall not take any action, directly or indirectly, to register any trademark which incorporates or is similar to any of the Brands in its favour or in the favour of any third party.
 - e. Should use of the Brands by the Purchaser/ the Retail Partner/ the dealer/ the distributor result in the Purchaser/ the Retail Partner/ the dealer/ the distributor acquiring or becoming entitled to any property rights in the Brands, the Purchaser/ the Retail Partner/ the dealer/ the distributor agrees that, at a time and in a manner designated by Michelin Australia, it shall assign all such property rights and the goodwill of the business derived therefrom to Michelin Australia or its designee.
- f. Neither the rights nor the obligations of the Purchaser/ the Retail Partner/ the dealer/ the distributor under this Agreement may be assigned, sub-licensed or transferred in whole or in part without the prior written consent of Michelin Australia.

3. Use of Brands

- a. The Purchaser/ the Retail Partner/ the dealer/ the distributor shall not use any Brands as part of a corporate name or as part of any trademark, trade name, brand name or domain name used by it.

- b. Any use of the Brands is subject to approval by Michelin Australia of the manner of such use, which shall be in good taste and consistent with Michelin Australia's established colours and graphics, and consistent with Michelin Australia's good name and reputation and any other requirement Michelin Australia may have in relation to the use of the Brands. The Purchaser/ the Retail Partner/ the dealer/ the distributor shall not use the Brands in a manner likely to prejudice their distinctiveness.
- c. The Purchaser/ the Retail Partner/ the dealer/ the distributor shall immediately withdraw any advertising or cease any method of trading on being notified by Michelin Australia that Michelin Australia objects to that advertising or method of trading.
- d. The Purchaser/ the Retail Partner/ the dealer/ the distributor shall obtain the prior written consent of Michelin for any plans, designs, stationery and models of advertising items which the Purchaser/ the Retail Partner/ the dealer/ the distributor intends to produce or distribute and which bear one or more of the Brands, as well as the wording of any advertisements relating thereto.

4. Signs and Other Display Materials

- a. Michelin shall be the owner of any signs or other display materials which incorporate any of the Brands, notwithstanding the party that paid for or contributed towards the payment of the sign or display materials constructed or installed.
- b. The Purchaser/ the Retail Partner/ the dealer/ the distributor shall ensure that all signboards and other display materials bearing the Brands are properly cleaned and maintained in keeping with the established good name, image and reputation of the Brands.

5. Protection of Marks

- a. The Purchaser/ the Retail Partner/ the dealer/ the distributor shall reimburse Michelin and any Michelin Affiliate for any legal fees or other expenses incurred by them in connection with any legal action to require the Purchaser/ the Retail Partner/ the dealer/ the distributor to comply with its obligations under this Agreement.
- b. The Purchaser/ the Retail Partner/ the dealer/ the distributor agrees to protect, indemnify and hold harmless Michelin Australia and Michelin Affiliate from and against any and all expenses, damages, claims, suits, actions, judgements and costs whatsoever, including reasonable attorney's fees, arising out of, or in any way connected with, any claim or action for personal injury, death or property damage resulting from alleged acts or omissions of the Purchaser/ the Retail Partner/ the dealer/ the distributor, or any breach by the Purchaser/ the Retail Partner/ the dealer/ the distributor of any statutory or regulatory obligation, and any alleged infringement by the Purchaser/ the Retail Partner/ the dealer/ the distributor of any patent rights, copyrights, trademarks, design rights, personal or proprietary rights of any third party.

6. Termination of Right to Use

The permission to use the Brands granted to the Purchaser/ the Retail Partner/ the dealer/ the distributor ceases immediately on the Purchaser/ the Retail Partner/ the dealer/ the distributor ceasing to be an approved Michelin Australia tyre distributor or dealer (as the case may be) or upon any breach of the terms of this Agreement.

- a. Upon the termination of this Agreement, the Purchaser/ the Retail Partner/ the dealer/ the distributor shall immediately cease to display the Brands and shall deliver to Michelin all materials, stationery and other documents bearing the Brands.

7. Variations

Michelin Australia may from time to time vary or amend the Brands terms and conditions.