

Terms & Conditions Mobox

MOBOX GENERAL TERMS & CONDITIONS AS OF 1 July 2020

The contractual documents binding MOBOX and the CUSTOMER shall be the following:

- The individual ORDER CONFIRMATION; and
- These MOBOX GENERAL TERMS & CONDITIONS (“**GENERAL T&C**”).

The ORDER CONFIRMATION and the GENERAL T&C constitute the **MOBOX PACKAGE OFFER** and are collectively referred to as the "**CONTRACT**". The CONTRACT shall not have binding effect on the parties unless both the ORDER CONFIRMATION and the General T&C are accepted in all their parts by MOBOX and the CUSTOMER.

1. GENERAL PROVISIONS

1.1. Definitions

The following terms, when used in either singular or plural form in these GENERAL T&C, shall have the following meaning:

- **BANK ACCOUNT:** the bank account of the CUSTOMER.
- **CUSTOMER:** the person named in the ORDER CONFIRMATION.
- **IDENTIFICATION INFORMATION:** the information that MOBOX may request from the CUSTOMER to verify the CUSTOMER's identity in accordance with Section 3.1.
- **MOBOX:** Bridgestone Europe NV/SA, which has its registered office at Kleine Kloosterstraat 10, 1932 Zaventem, Belgium and registered in the Register of Legal Entities (Brussels) under number 0441.192.820, acting through its branch in UK at Athena Drive, Tachbrook Park, Leamington Spa, Warwickshire, CV34 6UX, VAT registered under number GB845843105.
- **MOBOX PACKAGE OFFER:** the package offered by MOBOX to the CUSTOMER, which include the following:
 - (i) the sale and mounting of a set of TYRES (two or four) to the CUSTOMER by MOBOX; and
 - (ii) the performance of certain SERVICES by the PARTNERS for the benefit of the CUSTOMER.
- **ORDER:** the order for the MOBOX PACKAGE OFFER submitted by the CUSTOMER online using telecommunication networks, through the CUSTOMER's own device(s) at the PARTNER's shop.
- **ORDER CONFIRMATION:** the confirmation of the ORDER issued by MOBOX to the CUSTOMER specifying all the elements of the MOBOX PACKAGE OFFER, including the CUSTOMER's contact details, the type of TYRES and SERVICES offered, the VEHICLE, the PRICE including the number and amount of the monthly instalments.

- **PARTNER(S):** any automobile workshop and/or tyre shop located in the United Kingdom and designated as such by MOBOX (a list of which may be consulted on the website <https://mymobox.co.uk>) offering to the CUSTOMER a SERVICE included in the MOBOX PACKAGE OFFER.
- **PRICE:** the consideration for the TYRES and the SERVICES to be paid by the CUSTOMER in monthly instalments as specified in the MOBOX PACKAGE OFFER.
- **SERVICES:** the services included in the MOBOX PACKAGE OFFER.
- **REPAIR/REPLACEMENT SERVICE:** the service described in Section 10.1.
- **TYRES:** the road tyres intended for VEHICLES weighing less than 3.5 tons, selected by the CUSTOMER and referred to in the ORDER CONFIRMATION.
- **VEHICLE:** the passenger vehicle on which the TYRES will be installed by the PARTNER specified in the ORDER.

1.2. Scope

Every request for a MOBOX PACKAGE OFFER from the CUSTOMER shall be subject to the prior unconditional acceptance by the CUSTOMER of the GENERAL T&C and the PRICE.

The GENERAL T&C shall prevail over any other document, such as any brochure, catalogue, quote or documentation originating from MOBOX or the PARTNER, all of which shall be provided for information only and be merely of an indicative nature.

2. SELECTION OF THE MOBOX PACKAGE OFFER

While submitting an ORDER, the CUSTOMER shall provide all the information required by MOBOX and necessary for the execution of the CONTRACT as indicated by MOBOX.

Any assistance provided with the selection of TYRES by the PARTNER shall in no way be exhaustive and may not replace the assessment of the CUSTOMER, who, prior to submitting his/her ORDER, must verify the dimensions and requirements of his TYRES and/or his wheel rims.

Under no circumstances shall MOBOX be liable for any errors committed by the PARTNER and/or the CUSTOMER prior to the purchase of the MOBOX PACKAGE OFFER. MOBOX shall not be a party to any contract for sale or contract for services between the PARTNER and the CUSTOMER other than in the context of the MOBOX PACKAGE OFFER.

3. CONTRACT FORMATION

3.1. General rules

Prior to the formation of the CONTRACT, MOBOX may request evidence of the CUSTOMER's identity including, without limitation first name and last name, address, email address, date of birth, license plate number, telephone number and the BANK ACCOUNT (the "IDENTIFICATION INFORMATION").

The formation of the CONTRACT and the creation of legally binding obligations shall occur upon MOBOX issuing the ORDER CONFIRMATION to the CUSTOMER.

Upon the formation of the CONTRACT, the CUSTOMER shall acquire legal ownership of the TYRES and undertakes to pay for the PRICE in accordance with Section 4.1 below.

3.2. IDENTIFICATION INFORMATION

The CUSTOMER warrants that the IDENTIFICATION INFORMATION is accurate and not misleading. The CUSTOMER shall as soon as reasonably practicable notify MOBOX of any changes to the IDENTIFICATION INFORMATION.

3.3. Subsequent change to the ORDER

Following entering into the CONTRACT by MOBOX and the CUSTOMER, the CUSTOMER may no longer change the ORDER.

4. PRICE AND TERMS OF PAYMENT

The CUSTOMER shall pay the PRICE exclusively in monthly instalments by direct debit. The first monthly instalment shall fall due immediately following the mounting of the TYRES by the PARTNER ("First Instalment"). The monthly instalments subsequent to the First Instalment shall fall due on such dates, in the following calendar months, corresponding to the date on which the CONTRACT is entered into by MOBOX and the CUSTOMER (e.g. if the CONTRACT is entered into on the 15th of July instalments shall be due on the 15th of each of August, September, etc.).

The amount of the monthly instalments (including applicable taxes) paid by the CUSTOMER shall cover the PRICE payable for the TYRES and the SERVICES included in the MOBOX PACKAGE OFFER.

MOBOX shall send the CUSTOMER monthly bills in an electronic form showing the monthly instalment to be taken and the date on which such payment will be taken.

The only permitted payment method is direct debit from the BANK ACCOUNT. No payment may be made by the CUSTOMER directly to the PARTNER. Under no circumstances shall payments made by the CUSTOMER to the PARTNER constitute valid payments under the CONTRACT.

MOBOX may suspend the provision of the SERVICES if any monthly instalment is not paid.

5. TERM AND TERMINATION

5.1. TERM

The CONTRACT shall continue for the period specified in the ORDER CONFIRMATION ("**TERM**").

5.2. Termination - Expiration - Cancellation

5.2.1 Expiration of the TERM

Except for any provision to the contrary in the CONTRACT, upon expiration of the TERM the CONTRACT shall cease to have any effect towards the parties.

5.2.2 Cancellation by the CUSTOMER during the TERM

During the TERM, the CUSTOMER may at any time cancel the CONTRACT, provided that he/she pays to MOBOX a sum equal to all of the unpaid monthly instalments. The CUSTOMER can no longer use the SERVICES as described in the CONTRACT or benefit from the REPAIR/REPLACEMENT SERVICES from the date the cancellation has been notified to MOBOX.

5.2.3 Termination at any time in the event of a breach by either party

In the event of a material breach by either party of any of its obligations under the CONTRACT, and such breach where capable of remedy is not remedied within 30 (thirty) days of notice thereof, the non-breaching party may send a written notice to the breaching party, inviting the breaching party to cure such breach. If the breaching party does not remedy the breach within 30 (thirty) days from receipt of such latter notice, the non-breaching party may terminate the CONTRACT with immediate effect by way of written notice to the breaching party.

The following constitutes material breaches of the CONTRACT by the CUSTOMER:

- any breach of Section 3.2; and
- the failure to pay any monthly instalment as provided for in the CONTRACT.

In the event of termination of the CONTRACT during the TERM for any breach attributable to the CUSTOMER, MOBOX may demand payment from the CUSTOMER of a sum equal to 90% of each unpaid monthly instalment due over the remaining term of the CONTRACT.

6. DELIVERY, RISK AND TITLE

The place and the date of the delivery of the TYRES shall be specified in the ORDER CONFIRMATION.

The CUSTOMER must examine the TYRES delivered at the PARTNER's shop. If the CUSTOMER discovers that the features of the TYRES delivered do not match the features described in the MOBOX PACKAGE OFFER, he/she must promptly inform MOBOX by sending an e-mail to the following address: contact.uk@mymobox.eu

The transfer of the risk to the CUSTOMER will occur upon receipt of the TYRES at the PARTNER's shop.

7. WARRANTY AND TYRE SERVICE

7.1. Warranty Against Defects

MOBOX warrants that the TYRES (and any other goods, items or materials that may be supplied under the CONTRACT) shall be as described and of satisfactory quality, and the SERVICES shall be performed with reasonable skill and care (“WARRANTY”).

7.2. Conditions of the WARRANTY

7.2.1. The WARRANTY shall benefit the CUSTOMER only and shall not be transferable or assignable to third parties. The WARRANTY shall no longer apply when the TYRES are fitted to a vehicle other than the VEHICLE.

- 7.2.2. MOBOX shall be liable for any breaches of the WARRANTY provided that: (i) the breach becomes apparent within two years from the date of delivery of the TYRES or the performance of the SERVICES; and (ii) the CUSTOMER reports the existence of such breach to MOBOX in writing within 2 (two) months from the date on which the CUSTOMER has discovered the breach.
- 7.2.3. The CUSTOMER must submit his claims under the WARRANTY directly to MOBOX, by email to contact.uk@mymobox.eu.
- 7.2.4. The CUSTOMER acknowledges that unless agreed otherwise the TYRES are only intended to be fit for use on standard passenger vehicles being driven for non-commercial purposes on ordinary roads and that damage may be caused by unreasonable use. Accordingly, the CUSTOMER acknowledges that she or he shall not be able to make a claim under the WARRANTY if damage is caused to the TYRE by:
- using the TYRES improperly or in an abusive manner;
 - using the TYRES on race tracks or off-road;
 - lack of or poor or irregular maintenance of the TYRES, the use of TYRES with incorrect inflation pressure, lack of rotation of the TYRES as recommended by the manufacturer of the VEHICLE or poor wheel alignment; and/or
 - modifications of the CUSTOMER's vehicle affecting the performance of the TYRES (e.g. degradation of steering and suspension systems).

8. CHOICE AND USE OF THE TYRES

The CUSTOMER will ensure that the TYRES are the same as specified in the ORDER CONFIRMATION prior to leaving the premises and will also carry out all of the handling actions necessary to establish the nature, features and proper functioning of the TYRES.

Throughout the TERM, the CUSTOMER undertakes to use the TYRES for their stated purpose and in accordance with the usual expected use for equipment of this nature.

Taking into account the importance of a correct use and maintenance of the TYRES for reasons of safety, reliability and durability of the TYRES and the VEHICLE, the CUSTOMER undertakes to comply strictly with the stipulations and recommendations regarding safety and reliability relating to the use of the TYRES and the VEHICLE set forth in the VEHICLE manufacturer's user manual (tyre inflation, pressure, rotation, etc.)

9. SERVICES

Under the terms of the CONTRACT, the CUSTOMER shall be provided with the SERVICES by the network of PARTNERS.

All other services which are not expressly referred to in the MOBOX PACKAGE OFFER must be paid for by the CUSTOMER on a separate basis.

A detailed description of the SERVICES offered by MOBOX may be consulted at <https://mymobox.co.uk>.

10. REPAIR/REPLACEMENT OF THE TYRES DURING THE TERM

10.1. Repair/Replacement Service

During the TERM the CUSTOMER shall upon a TYRE suffering a puncture or other accidental damage that renders such TYRE unroadworthy (caused by without limitation gutters, potholes or foreign objects on the road) be entitled to receive from MOBOX without any further fees or charges:

- A total of two repairs and/or two replacements of the TYRES if the CUSTOMER purchased two TYRES;
- A total of four repairs and/or four replacements of the TYRES if the CUSTOMER purchased four TYRES.

The CUSTOMER will show the TYRES at the PARTNER's shop and the PARTNER will proceed with inspection and verification of the TYRES. Following such inspection, MOBOX will proceed to repair the TYRES as soon as commercially practicable. MOBOX will replace the TYRES if, in its reasonable opinion, the repair is not technically feasible.

The REPAIR / REPLACEMENT SERVICE shall include the free of charge provision of demounting, examination, repair or replacement, inflation, wheel alignment and refitting of the TYRE and resetting the Tyre Pressure Monitoring System (TPMS), if equipped to the VEHICLE.

If, following the replacement of a TYRE, the legal tolerance regarding tread depth difference between tyres on the same axle is exceeded, the REPAIR / REPLACEMENT SERVICE shall cover the free of charge replacement of the other TYRE on the axle. Such replacement will not be taken into account in determining whether the CUSTOMER has exceeded limits on the number repairs and/or replacements the CUSTOMER shall be entitled to as set out above.

10.2. Conditions and exclusions

The CUSTOMER shall not be able to benefit from the REPAIR / REPLACEMENT SERVICE when the TYRES have reached their legal minimum tread depth of 1.6 mm.

The REPAIR/REPLACEMENT SERVICE shall not be available in respect of TYRES damaged as a result of:

- The use of the VEHICLE or TYRES in an improper or abusive manner including without limitation failing to comply with local traffic laws or the Highway Code or driving the VEHICLE when in excess of the legal alcohol limits;
- Any collision, breakdown or fire of the VEHICLE or through the use of hydrocarbon resins or non-compliant or improper fitting;
- Any attempt to retread, regroove or repair of the TYRES by any person other than a PARTNER;
- The use of the TYRES on race tracks or off-road;
- Lack of or poor or irregular maintenance of the TYRES, the use of TYRES with incorrect inflation pressure, lack of rotation of the TYRES as recommended by the manufacturer of the VEHICLE and wheel misalignment;
- Modifications of the VEHICLE affecting the performance of the TYRES (e.g. degradation of steering and suspension systems).

The REPAIR/REPLACEMENT SERVICE shall not cover normal wear and tear of the TYRES or any damage caused deliberately to the TYRES such as vandalism.

The REPAIR/REPLACEMENT SERVICE is personal to the CUSTOMER and may not be transferred to any other person, and shall not be available to the CUSTOMER if the TYRES have been fitted to a vehicle other than the VEHICLE or if the VEHICLE has been used for commercial purposes including the transportation of people.

The REPAIR/REPLACEMENT SERVICE shall not be performed by another person than a PARTNER.

11. LIABILITY

To the extent permitted by law, in no circumstances shall MOBOX be liable under Section 7 or Section 10 for any (i) loss of time or loss of the use of the VEHICLE suffered by the CUSTOMER (ii) any other damage caused to the VEHICLE other than as set out herein (iii) any costs incurred by the CUSTOMER in the towing or temporary storage of the VEHICLE, (iv) any additional fuel costs or (v) indirect or consequential losses incurred by the CUSTOMER. Nothing in the CONTRACT shall exclude MOBOX's liability for death or personal injury caused by its negligence.

12. DATA PROTECTION

The personal data of CUSTOMER is processed in accordance with the laws applicable to the protection of personal data and the privacy policy of MOBOX for the purposes of providing the MOBOX PACKAGE OFFER and management of the contractual relationship with the CUSTOMER, as specifically indicated in the privacy information notice available at <https://mymobox.co.uk>. The personal data of the CUSTOMER will be retained for a period of two (2) years from the end of the commercial relationship between the CUSTOMER and MOBOX, or such longer period as may be required by law.

In accordance with Regulation n. 2016/679 of the General Data Protection Regulation, the CUSTOMER may request access to or the modification or deletion of data relating to them, or, where applicable, request restricted processing or object to processing by writing to the following address: Bridgestone Europe NV/SA, Mobox Customer Service, Kleine Kloosterstraat 10, 1932 Zaventem, Belgium, or by e-mail to contact.uk@mymobox.eu. The CUSTOMER may provide MOBOX with instructions relating to how such personal data should be retained, deleted and communicated after their death by contacting MOBOX at one of the addresses mentioned above. For data provided directly by the CUSTOMER and processed automatically for the purposes of the CONTRACT, the CUSTOMER has the right of portability, which may be exercised by contacting the addresses mentioned above. MOBOX will then send the CUSTOMER or the third party of its choice and within the shortest possible time, a copy of this data, in a structured format currently used and readable by machine.

In the event of a complaint, the CUSTOMER may contact the Information Commissioner's Office.

13. MISCELLANEOUS

Any amendment to these GENERAL T&C imposed by a statutory or regulatory provision shall take effect immediately upon the entry into force of such provision without prior notice being required.

Any amendment at the initiative of MOBOX shall be notified to the CUSTOMER by e-mail at the e-mail address provided by the CUSTOMER in the ORDER submitted to MOBOX. Should the CUSTOMER fail to notify to MOBOX its non-acceptance to the new GENERAL T&C within fifteen days of receipt of the notice, the CUSTOMER shall be deemed to have accepted such amendment. In the event of the rejection by the CUSTOMER of the new GENERAL T&C, the CONTRACT may be terminated without any costs being payable by either party.

14. GOVERNING LAW AND JURISDICTION

The CONTRACT, including these GENERAL T&C s shall be governed by English law, and any dispute relating hereto shall be settled by the English courts.