

**COMMERCIAL GUARANTEE CONTRACT**  
**BLACK STAR AND LEONARD-BRANDED TYRES**

**Content and scope of the guarantee :**

Black Star offers purchasers of Black Star and Leonard-branded tyres a free four-year commercial warranty from the date of purchase, as evidenced by the sales receipt or invoice.

The warranty covers all manufacturing and material defects in the tyres. BLACK STAR and LEONARD-branded tyres purchased in France from any retailer of the brand and which have been fitted and balanced by a professional are eligible for this commercial guarantee. In the case of online purchases from a dealer of the brand, the customer must provide proof by any means whatsoever that the tyres have been fitted and balanced by a professional.

In case of implementation of the guarantee (except in cases of exclusions below) within 24 months following the date of purchase, Black Star will proceed with the supply of a replacement tyre for the tyre in question. If the exchange proves to be impossible or too complex to implement, Black Star will reimburse the customer up to the amount of the purchase price including all taxes of the tyre (excluding mounting and balancing).

If the warranty is invoked (except in the case of exclusions below) after the 24th month following the date of purchase, Black Star will reimburse the customer up to the purchase price of the tyre (including VAT) (excluding fitting and balancing), with the application of a rate of obsolescence, reflecting the use, wear and age of the tyre.

This rate of obsolescence will be applied to the purchase value (including tax) of the tyre covered by the warranty from the date of purchase. It is expressed as a percentage as follows:

- 24<sup>th</sup> to 36<sup>th</sup> months from the date of purchase: 50% depreciation applied
- 36<sup>th</sup> to 48<sup>th</sup> months from the date of purchase: 75% depreciation applied.

**Warranty exclusions :**

- The warranty will not apply in the event of improper use of the product or in the event of damage caused by an element external to the product, such as under-inflation, over-inflation, maladjusted geometry, worn or damaged elements of the vehicle's connection to the ground (steering, suspension, etc.) observed on the vehicle at the time the warranty claim is made, abnormal conditions of use, cases of rapid or uneven wear of the tyre due to a defect in the vehicle, faulty use or poor maintenance, punctures caused by an impact or an object on the road, use on a competition vehicle, use on a racetrack, rim size not in conformity with the vehicle and/or the use of the tyre, contact of any part of the tyre other than the tread with its direct environment (pavement, road, rail, etc.), impact with an object on the road and/or poor road conditions (holes, potholes, speed bumps, etc.), repairs or attempted repairs to the product by the customer or a third party.

**Terms and conditions of the guarantee:**

The terms and conditions of this guarantee are as follows:

In the event of any damage to the tyre(s) during the warranty period, the Customer shall notify Black Star immediately upon discovery by email to sav@black-star.fr or by telephone to the number set out in the "Guarantor Contact Details" paragraph hereof and shall forward to Black Star:

- proof of purchase and fitting of the tyres concerned,
- the place of purchase and fitting of the tyres concerned,
- the brand, model and mileage of the vehicle on which the tyre concerned by the complaint is fitted,
- the location on the vehicle of the tyre(s) concerned,
- tyre inflation pressure in bars,
- a description of the defect with all the necessary explanatory information (context in which the damage occurred, photos...).

Black Star will take a position on the admissibility of the guarantee, after expert appraisal if necessary.

**Postal and telephone contact details of the guarantor (product manufacturer):**

This guarantee is granted by Black Star (siren: 317 515 195) with registered office at 575 Avenue Georges Washington 62400 Béthune. Telephone: 04.74.87.18.18. Email: sav@black-star.fr

**Application of legal guarantees:**

This commercial guarantee applies without prejudice to the consumer customer's right to benefit from the legal guarantee of conformity, under the conditions set out in articles L. 217-1 et seq. of the French Consumer Code and from the guarantee against hidden defects, under the conditions set out in articles 1641 to 1649 of the French Civil Code, namely:

The consumer has a period of two years from the date of delivery of the goods in which to enforce the legal guarantee of conformity in the event of a lack of conformity. During this period [*which is extended to twelve months for second-hand goods*], the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

Where the contract for the sale of the goods provides for the supply of digital content or a digital service on a continuous basis for a period of more than two years, the legal guarantee applies to this digital content or digital service throughout the period of supply. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or digital service and not the date of its appearance.

The legal guarantee of conformity implies an obligation on the part of the professional, where applicable, to provide all updates necessary to maintain the conformity of the goods.

The legal guarantee of conformity gives the consumer the right to repair or replace the goods within thirty days of his request, free of charge and without any major inconvenience to him.

If the goods are repaired under the legal conformity guarantee, the consumer benefits from a six-month extension to the initial guarantee.

If the consumer asks for the good to be repaired, but the seller requires it to be replaced, the legal guarantee of conformity is renewed for a period of two years from the date on which the good is replaced.

The consumer may obtain a reduction in the purchase price by keeping the goods or terminate the contract by obtaining a full refund in exchange for the return of the goods, if:

1° The seller refuses to repair or replace the goods;

2° The goods are repaired or replaced after a period of thirty days;

3° The repair or replacement of the goods causes major inconvenience to the consumer, in particular where the consumer definitively bears the cost of taking back or removing the non-conforming goods, or if he bears the cost of installing the repaired or replacement goods;

4° The non-conformity of the property persists despite the seller's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a reduction in the price of the goods or to rescission of the contract where the lack of conformity is so serious as to justify immediate reduction in the price or rescission of the contract. In such cases, the consumer is not obliged to ask for the goods to be repaired or replaced beforehand.

Consumers do not have the right to rescind the sale if the lack of conformity is minor.

Any period during which the goods are immobilised with a view to their repair or replacement suspends the warranty that was in force until the delivery of the repaired goods.

The rights mentioned above result from the application of articles L. 217-1 to L. 217-32 of the French Consumer Code.

Any seller who obstructs the implementation of the legal guarantee of conformity in bad faith is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of average annual sales (article L. 241-5 of the French Consumer Code).

The consumer also benefits from the legal guarantee against hidden defects in application of articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the goods are kept, or to a full refund if the goods are returned.