UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 8-K

Current Report
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 7, 2025

THE GOODYEAR TIRE & RUBBER COMPANY
(Exact name of registrant as specified in its charter)

Ohio	1-1927	34-0253240
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

200 Innovation Way, Akron, Ohio	44316-0001
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (330) 796-2121

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, Without Par Value	GT	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On January 7, 2025, The Goodyear Tire & Rubber Company, an Ohio corporation (the "Company"), and Sumitomo Rubber Industries, Ltd., a company organized under the laws of Japan (the "Buyer"), entered into a Purchase Agreement (the "Agreement") relating to the sale of the Company's rights to the Dunlop brand for consumer, commercial and other specialty tires, together with certain associated intellectual property and inventory.

Pursuant to the Agreement, and upon the terms and subject to the conditions set forth therein, at closing (a) the Company and its applicable affiliates have agreed to sell to the Buyer and its applicable affiliates, and the Buyer and its applicable affiliates have agreed to acquire from the Company and its applicable affiliates, the Company's rights to the Dunlop brand in Europe, North America and Oceania ("Dunlop Brand Rights") for consumer, commercial and other specialty tires, together with certain associated intellectual property, for a purchase price of $526 million; (b) the Buyer will also pay Goodyear Operations S.A. a "Transition Support Fee" of $105 million for its support in transitioning the Dunlop brand, related intellectual property, and the facilitation of the transition of Dunlop customers to the Buyer and its applicable affiliates; and (c) the Buyer and its applicable affiliates will purchase the Company's and its applicable affiliates' existing Dunlop tire inventory (the transactions contemplated by the Agreement and the ancillary agreements described below, the "Transaction"). The Company will retain ownership of the Dunlop Brand Rights for its motorcycle tire businesses in Europe and Oceania.

The closing of the purchase and sale is subject to the satisfaction of customary closing conditions, including the receipt of required regulatory approvals; the absence of any judgements or orders enjoining or otherwise prohibiting the Transaction; the accuracy of the representations and warranties of the other party; the compliance of each party with its covenants in all material respects; and the absence of a material adverse effect with respect to the Dunlop business operated by the Company.

The Agreement contains representations, warranties and covenants that are customary for a transaction of this type, including, among others, covenants by the Company to manage the Dunlop Brand Rights in the ordinary course between execution of the Agreement and closing of the Transaction ("Closing").

The Agreement contains customary termination rights, including if Closing has not occurred on or prior to October 7, 2025 (as it may be extended, the "Outside Date"), subject to certain rights of each party to extend the Outside Date if certain regulatory conditions to Closing have not been satisfied.

The Agreement also contemplates that, at Closing, the Company and the Buyer (or their respective affiliates) will enter into a number of ancillary agreements. These agreements include, among others: (a) a transition license agreement, pursuant to which the Company will continue to manufacture, sell and distribute Dunlop-branded consumer tires in Europe for an initial period from Closing until December 31, 2025, which may be extended to December 31, 2026, and during which the Company will pay the Buyer a royalty on such Dunlop sales but will otherwise retain all profits therefrom; (b) a transition offtake agreement, pursuant to which the Company will sell to Buyer and Buyer will purchase from the Company certain Dunlop-branded consumer tire products for a period of up to five years, commencing after termination or expiration of the transition license agreement, subject to the terms and conditions set forth therein; and (c) the Company will license back the Dunlop brand from the Buyer for commercial (truck) tires in Europe on a long-term basis, subject to a royalty on sales. The transition offtake agreement stipulates minimum purchase quantities of 4.5 million tires per year for the five-year term, on a take-or-pay basis. The Buyer may terminate the transition offtake agreement early after the third year, subject to payment of a termination fee.

Pursuant to the Agreement, the Company will indemnify the Buyer against losses actually incurred or suffered by the Buyer as a result of or relating to breaches of representations and warranties, covenants or obligations by the Company, excluded liabilities, certain pre-closing tax matters, and exercise of the Company's use of transferred intellectual property in connection with certain activities arising out of or relating to the Transaction, in each case, subject to limitations set forth in the Agreement.

The above summary of the Agreement and the ancillary agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement which will be filed as an exhibit to the Company's Quarterly Report on Form 10-Q to be filed with respect to the quarter ended March 31, 2025. The Agreement will be filed to provide information regarding its terms. It is not intended to provide any other factual information about the Company or Buyer. The representations, warranties and covenants contained in the Agreement were made solely for purposes of the Agreement and as of specific dates, were solely for the benefit of the parties to the Agreement, may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Agreement instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to security holders. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Agreement, which subsequent information may or may not be fully reflected in the Company's or Buyer's public disclosures.

Item 7.01 Regulation FD Disclosure.

On January 7, 2025, the Company issued a news release announcing the Transaction. A copy of the news release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information in this Item 7.01 and Exhibit 99.1 shall not be deemed filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference in any registration statement or other filing under the Securities Act of 1933, as amended, or the Exchange Act, except in the event that the Company expressly states that such information is to be considered filed under the Exchange Act or incorporates it by specific reference in such filing.

Forward Looking Statements

This report contains forward-looking statements within the meaning of The Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act and Section 21E of the Exchange Act.

Such forward-looking statements include, but are not limited to, statements relating to the proposed Transaction, including statements regarding the benefits of the Transaction and the anticipated timing of the Transaction, and information regarding the businesses of the Company and Buyer. There are a variety of factors, many of which are beyond our control, that affect our operations, performance, business strategy and results and could cause our actual results and experience to differ materially from the assumptions, expectations and objectives expressed in any forward-looking statements. These factors include, but are not limited to: our ability to implement successfully the Goodyear Forward plan and our other strategic initiatives, including the Transaction; risks relating to the ability to consummate the Transaction on a timely basis or at all, including failure to obtain the required regulatory approvals or to satisfy the other conditions to the closing of the Transaction; actions and initiatives taken by both current and potential competitors; increases in the prices paid for raw materials and energy; inflationary cost pressures; delays or disruptions in our supply chain or the provision of services to us; a prolonged economic downturn or period of economic uncertainty; deteriorating economic conditions or an inability to access capital markets; a labor strike, work stoppage, labor shortage or other similar event; financial difficulties, work stoppages, labor shortages or supply disruptions at our suppliers or customers; the adequacy of our capital expenditures; changes in tariffs, trade agreements or trade restrictions; foreign currency translation and transaction risks; our failure to comply with a material covenant in our debt obligations; potential adverse consequences of litigation involving the Company; as well as the effects of more general factors such as changes in general market, economic or political conditions or in legislation, regulation or public policy. Additional factors are discussed in our filings with the Securities and Exchange Commission, including our annual report on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K. In addition, any forward-looking statements represent our estimates only as of today and should not be relied upon as representing our estimates as of any subsequent date. While we may elect to update forward-looking statements at some point in the future, we specifically disclaim any obligation to do so, even if our estimates change.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit	Description
99.1	News Release of The Goodyear Tire & Rubber Company, dated January 7, 2025.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE GOODYEAR TIRE & RUBBER COMPANY

Date: January 7, 2025

By: /s/ Daniel T. Young
Daniel T. Young
Secretary

GOODYEAR ANNOUNCES SALE OF DUNLOP BRAND TO SUMITOMO RUBBER INDUSTRIES

Gross cash proceeds at closing of approximately $701 million

Advances Goodyear Forward transformation plan, optimizes portfolio of brands

Goodyear to supply Dunlop tires to Sumitomo Rubber Industries pursuant to a five-year Transition Offtake Agreement in Europe

Goodyear to license back the Dunlop trademarks for use on commercial (truck) tires, and retains its rights to the Dunlop trademarks for use on motorcycle tires in Europe and Oceania

FOR IMMEDIATE RELEASE

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AKRON, Ohio, January 7, 2025 – The Goodyear Tire & Rubber Company (NASDAQ: GT) ("Goodyear" or the "Company") today announced that it has signed a definitive agreement to sell the Dunlop brand, comprising trademarks and intangible assets necessary for operations of the brand business in Europe, North America and Oceania for consumer, commercial and other specialty tires ("Dunlop Brand"), together with certain associated intellectual property, to Sumitomo Rubber Industries, Ltd. (TYO: 5110) ("SRI").

The sale of the Dunlop Brand follows a previously announced strategic review of the brand in connection with the Company's Goodyear Forward transformation plan. Pursuant to the transaction terms, SRI will pay Goodyear cash proceeds at closing of approximately $701 million for the transfer of the Dunlop Brand across the relevant geographies, a "Transition Fee" for support in transitioning the Dunlop Brand to SRI, and the purchase of Dunlop tire inventory. The transaction also provides for additional ongoing offtake, licensing and other arrangements which are detailed below.

"This is another important milestone as we continue to execute against our Goodyear Forward transformation plan. We are optimizing our portfolio and reducing leverage to drive sustainable and substantial shareholder value creation," said Mark Stewart, Goodyear Chief Executive Officer and President. "Not only does the transaction deliver significant value for our shareholders, it better positions Goodyear to enhance our focus on the growth of our core brands."

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“Our team conducted a comprehensive process focused on maximizing value for Goodyear through a divestment of our Dunlop Brand, and we are very pleased with the outcome achieved,” said Christina Zamarro, Executive Vice President and Chief Financial Officer. “We are committed to working closely with SRI to ensure a smooth transition for customers of the Dunlop Brand.”

The transaction is subject to regulatory approvals, other customary closing conditions and consultations and is expected to close by mid-2025. Goodyear intends to use transaction proceeds to reduce leverage and fund initiatives in connection with the Goodyear Forward transformation plan.

Transaction Terms

Goodyear will receive approximately $701 million of cash proceeds at closing from SRI, across three transaction components:

(a) SRI will pay Goodyear $526 million for the Dunlop Brand and certain associated intellectual property;

(b) SRI will pay Goodyear a $105 million Transition Fee for support in transitioning the Dunlop Brand and associated intellectual property, and facilitating the transition of Dunlop customers, to SRI, including planning matters and support of distribution and logistics through the end of the Transition Offtake Agreement; and

(c) SRI will purchase existing Dunlop consumer tire inventory at an agreed markup. The exact inventory value to be purchased will finalized between signing and closing, however Goodyear estimates proceeds to be approximately $70 million, subject to a true-up.

In addition, under the terms of a Transition License Agreement (“TLA”), Goodyear will continue to manufacture, sell and distribute Dunlop branded consumer tires in Europe through at least December 31, 2025 (subject to extension, as described below). Goodyear will pay a royalty to SRI during this period on Dunlop sales but will otherwise retain all profits from these sales. The term of the TLA will automatically extend for an additional year, through December 31, 2026, unless the parties mutually agree to an earlier termination. This transition period is intended to give SRI time to scale its organization in Europe to effectively absorb the Dunlop Brand and maintain service levels for existing Dunlop customers.

Following the completion of the TLA, Goodyear will supply certain Dunlop branded tires to SRI in Europe for a five-year period under the terms of a Transition Offtake Agreement (“TOA”). The TOA stipulates minimum purchase quantities of 4.5 million tires per year for the five-year term, on a take-or-pay basis. SRI may terminate the TOA early after the third year, with twelve months’ notice, subject to payment of a termination fee. The TOA provides Goodyear with an agreed markup to total costs (including raw materials) for each tire sold.

Goodyear will license back the Dunlop trademarks from SRI for commercial (truck) tires in Europe on a long-term basis, subject to a royalty on sales. Goodyear can terminate this licensing agreement at any time during the licensing period.

Dunlop consumer tire sales totaled $532 million in 2023. Dunlop commercial tire sales totaled $201 million in the same period. Other specialty Dunlop tire sales (excluding motorcycle) totaled $22 million.

Goodyear will retain its rights to the Dunlop trademarks for its motorcycle tire businesses in Europe and Oceania.

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Goodyear does not expect the transaction to materially impact segment operating income through the term of the TLA. Thereafter, the Company expects the transaction to reduce segment operating income by approximately $65 million per year during the term of the TOA, before any potential actions the Company may take to improve its operating margin. This impact also does not take into consideration other financial benefits resulting from deployment of proceeds from the transaction, including interest expense savings associated with expected debt repayment and other ongoing actions under Goodyear Forward.

Additional information on the transaction, including presentation materials, can be found on Goodyear's investor relations website: http://investor.goodyear.com.

Advisors

Goldman Sachs & Co. LLC. is acting as lead financial advisor, Barclays Capital Inc. is acting as financial advisor and Cleary Gottlieb Steen & Hamilton LLP is acting as legal advisor to Goodyear.

About The Goodyear Tire & Rubber Company

Goodyear is one of the world's largest tire companies. It employs about 71,000 people and manufactures its products in 54 facilities in 21 countries around the world. Its two Innovation Centers in Akron, Ohio, and Colmar-Berg, Luxembourg, strive to develop state-of-the-art products and services that set the technology and performance standard for the industry. For more information about Goodyear and its products, go to www.goodyear.com/corporate.

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Forward-Looking Statements

Certain information contained in this news release constitutes forward-looking statements for purposes of the safe harbor provisions of The Private Securities Litigation Reform Act of 1995. Such forward-looking statements include, but are not limited to, statements relating to the proposed transaction, including statements regarding the benefits of the transaction and the anticipated timing of the transaction, and information regarding the businesses of Goodyear and SRI. There are a variety of factors, many of which are beyond our control, that affect our operations, performance, business strategy and results and could cause our actual results and experience to differ materially from the assumptions, expectations and objectives expressed in any forward-looking statements. These factors include, but are not limited to: our ability to implement successfully the Goodyear Forward plan and our other strategic initiatives, including the sale of the Dunlop Brand; risks relating to the ability to consummate the sale of the Dunlop Brand on a timely basis or at all, including failure to obtain the required regulatory approvals or to satisfy other conditions to closing; actions and initiatives taken by both current and potential competitors; increases in the prices paid for raw materials and energy; inflationary cost pressures; delays or disruptions in our supply chain or the provision of services to us; a prolonged economic downturn or period of economic uncertainty; deteriorating economic conditions or an inability to access capital markets; a labor strike, work stoppage, labor shortage or other similar event; financial difficulties, work stoppages, labor shortages or supply disruptions at our suppliers or customers; the adequacy of our capital expenditures; changes in tariffs, trade agreements or trade restrictions; foreign currency translation and transaction risks; our failure to comply with a material covenant in our debt obligations; potential adverse consequences of litigation involving the Company; as well as the effects of more general factors such as changes in general market, economic or political conditions or in legislation, regulation or public policy. Additional factors are discussed in our filings with the Securities and Exchange Commission, including our annual report on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K. In addition, any forward-looking statements represent our estimates only as of today and should not be relied upon as representing our estimates as of any subsequent date. While we may elect to update forward-looking statements at some point in the future, we specifically disclaim any obligation to do so, even if our estimates change.