

General Terms and Conditions of Purchase of TCS

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General provisions

1. Scope

1.1 These General Terms and Conditions (the «GTC») govern the supply of all goods and services («Supplies») to TCS and its subsidiaries («TCS»).

1.2 The Supplier accepts them and foregoes the application of its own general terms and conditions.

1.3 TCS and Supplier may agree upon exceptions to or supplement these GTC. Any such agreements must be concluded in writing by representatives who have been validly authorised by the parties (at least by an exchange of email).

2. Offer by the supplier

2.1 The preparation of the Supplier's offer to TCS (the «Offer»), its presentations and demonstrations, along with the related material and media (including but not limited to prototypes, 3D renderings and samples), shall be free of charge, unless indicated otherwise in the Offer.

2.2 The Supplier shall be bound by its Offer until the expiry of the time limit set by TCS. In the absence of a specific time limit, the Offer shall remain binding for a period of three (3) months.

2.3 In submitting its Offer, the Supplier shall be deemed to have accepted any requirements previously stipulated by TCS. TCS shall not be obliged to consider any Offers that are not consistent with its requirements or that state any reservations in relation to them.

2.4 In its Offer, the Supplier must indicate all incidental costs, such as the costs of user training, transportation and assembly, travel expenses and the costs of meals etc. as well as any maintenance costs.

3. Conclusion of a contract

3.1 Any purchase must be documented by a written order (at least by email) sent by TCS to the Supplier (the «Order»). The Order shall be comprised of a purchase order and, as the case may be, documents stipulating the specifications of the Supplies as well as material clarifying any other contractual terms and conditions. An Order shall only be valid if signed by two persons validly authorised to represent TCS (as per the Commercial Register extract and/or by a specific written power of attorney).

3.2 Upon receipt of the Order, the Supplier shall have a period of five (5) working days to confirm its approval (the «Confirmation»). Through the Confirmation, the Supplier commits to execute the Order in accordance with the specifications set forth therein. The Supplier shall be obliged to report as soon as possible any fact or circumstances liable to jeopardise the proper execution of the Order. Unless the Order expressly states that a separate contract must be signed, a contract shall be deemed to have been entered into between the parties without any condition, modification or reservation (the «Contract») upon receipt of the Confirmation by TCS. If the Confirmation (i) differs from the Order (e.g. from the delivery deadline indicated in the Order) and/or (ii) is returned after the above-mentioned time limit of five (5) working days, no contract shall be deemed to have been entered into between the parties unless TCS accepts the different and/or late Confirmation in writing. In addition, TCS reserves the right to cancel the Order in writing (including by email) in the event that it has not received Supplier's Confirmation within the time limit of (5) working days.

3.3 Unless a separate written contract is concluded, the Contract shall be comprised of the Supplier's Offer, TCS's Order and these GTC («Contractual Documents»), even if the order placed by TCS does not refer to any other Contractual Documents. In the event that a separate written contract is entered into, it shall specify the Contractual Documents.

3.4 In the event of any discrepancy between or among the Contractual Documents, the following order of priority shall apply: 1) the separate written contract, 2) the Order, 3) the GTC.

3.5 Any amendment to the Contract must be concluded in writing by two validly authorised representatives of the parties (at least by an exchange of email).

4. Sub-contracting, pecuniary claims and change of control

4.1 The Supplier shall refrain from sub-contracting any of its obligations arising under the Contract to third parties, either in full or in part, without TCS' prior approval. In the event of such an approval, the Supplier shall only use carefully selected sub-contractors holding the authorisations and qualifications required for the performance of the Contract and shall take any necessary action to ensure that the sub-contractors are bound by the obligations set forth in these GTC, in particular by Articles 7 (Confidentiality and data protection) and 8 (Compliance with the TCS Code of Conduct and the rules of TCS) of these GTC. The Supplier shall be liable towards TCS under all circumstances for the acts and omissions of any sub-contractors that it has used as well as the conformity with the Contract of the Supplies provided by such sub-contractors.

4.2 Any change of authorised sub-contractors requires TCS' prior approval.

4.3 Unless prior written approval is granted by TCS, the Supplier shall refrain from assigning, pledging or transferring in any manner whatsoever its pecuniary claims against TCS. The Supplier contents to the assignment of the Contract by TCS to another company from its group of origin, i.e. TCS and its subsidiaries.

4.4 TCS shall be entitled to terminate the Contract with immediate effect in the event of any change of control over the Supplier, unless TCS has granted its prior written approval to the maintenance of the Contract following such a change.

5. Right of inspection

TCS shall be entitled at any time to inspect the quality of and progress in the execution of the Contract on the premises of the Supplier, subject to reasonable advance notice, and to obtain any related information from the Supplier. Any inspection by TCS shall not release the Supplier from the requirement to comply in full with its contractual obligations.

6. Remuneration and payment terms

6.1 The remuneration payable to the Supplier specified in the Contract shall be fix and exhaustive and shall be deemed to be in Swiss francs (CHF) unless the Order stipulates a different currency.

6.2 The remuneration shall cover all services necessary for the proper performance of the Contract. It shall cover in particular the cost of Supplies, expenses relating to installation, assembly, commissioning, documentation and instruction/training, the transfer of all rights (including any intellectual property rights), the costs of packaging, insurance and transporta-

tion to the place of performance (including the costs of loading and unloading) according to the Incoterm DDP (delivered, duty paid) as well as any incidental costs and public contributions (e.g. administrative charges, social charges, customs clearance fees, customs duties, VAT). Unless agreed otherwise between the parties, the remuneration shall also cover any costs of meals and accommodation.

6.3 The Supplier shall issue invoices in accordance with the invoicing terms specified in the Contract. If the Contract does not specify any invoicing terms, invoices shall be issued on the date on which the goods are delivered or on which the services are provided, or after any final assembly or commissioning. Provided that the requirements set forth in the Contract have been met, payment shall be made, unless specified otherwise in the Contract, (i) within thirty (30) calendar days of the date on which the invoice was received by TCS, although no later than thirty (30) calendar days after the date of definitive delivery.

6.4 Invoices must be drawn up and one (1) copy must without exception be submitted to the Suppliers' Accounting Service of TCS at the address specified in the Order, with a copy sent by email to the email address specified by TCS. Invoices shall at least contain the following information: Order references, the number of the corresponding line in the Order, a full description as well as the number of items ordered and delivered and/or the nature of the services provided, the serial number, the currency indicated in the Order, the country of origin (specifically, either (i) an indication of preferential origin that is compliant with the rules of origin applicable to all free trade agreements concluded by Switzerland, or (ii) an indication of non-preferential origin) and the customs code, the dates and reference number for the delivery note as well as the detailed price for each Supply. VAT must be indicated separately in the invoice.

6.5 If TCS is late in making any payments, the Supplier shall refrain from suspending the enforcement of its obligations until the outstanding amounts have been paid. The Supplier shall nonetheless be entitled to charge default interest at the statutory rate in the event that a formal notice to perform issued by TCS is not acted upon within fifteen (15) calendar days.

7. Confidentiality and protection

7.1 Neither party may disclose any information relating to the Supplies, the Contract or its performance without the prior written approval of the other party, unless it is publicly known and freely accessible («Confidential Information»). In case of doubt, information and facts concerning the relationship between TCS and Suppliers shall be deemed to be Confidential Information. Each of the parties shall refrain from using Confidential Information for any purposes other than the performance of the Contract. The requirement of confidentiality shall continue after the Contract has ceased to apply, irrespective of the reason for its termination.

7.2 The transmission of Confidential Information by either of party to any third party implied in the execution of the Contract (provided that such transmission is necessary for the performance of the Contract) shall not constitute a violation of this provision, provided that the party transmitting the Confidential Information subjects the recipient to the obligations provided for in Article 7.1. Under all circumstances, it shall bear liability towards the other party for any violation of the said obligations by the recipient. The transmission of Confidential Information by either party within its group, where applicable, is only permitted insofar as necessary for the performance

of the Contract and provided that the terms set forth in this Article (7.2) are complied with.

7.3 The Supplier shall not be entitled to cite TCS as a reference in any manner whatsoever and on any medium whatsoever, including but not exclusively within any list, promotional documentation or advertising, on its website and/or on social networks, without TCS' prior written approval.

7.4 The Supplier undertakes to comply with applicable data protection legislation. In particular, personal data may only be treated in accordance with the purpose and subject to the limits necessary for the performance of the Contract. The Supplier undertakes to protect any personal data processed for the performance of the Contract against any unauthorised access and to inform TCS in advance of the transmission of any such personal data to a third party. To this effect, the Supplier undertakes to sign a «data processing agreement» upon TCS' Request which it shall constitute an integral part of this Contract.

8. Supplier's conduct

8.1 The supplier undertakes to comply with the standards applicable to its activity (legal provisions, ordinances, directives) and confirms that it is in possession of all necessary authorizations, licenses and registrations for the duration of its activity for the TCS. When working on TCS premises, the supplier undertakes to comply with the rules and regulations in force within TCS and the instructions of the TCS personnel (e.g. security instructions, including IT security and data security).

8.2 The supplier shall ensure that its employees and those of its suppliers and subcontractors receive sufficient remuneration for a decent standard of living for them and their families, as well as the benefits provided by applicable law. He complies with the provisions on the protection of employees (working hours, safety, hygiene) in the applicable law, sectoral standards and collective agreements. The employment of children who have not reached the minimum age for completion of compulsory education defined by the applicable law is prohibited. This minimum age must not be less than 15 years.

8.3 The supplier shall declare any conflict of interest that may affect the performance of its tasks or services for TCS. All forms of corruption, offering and acceptance of benefits, money laundering or infringement of the rules of free competition by cartels, agreements and illegal practices are prohibited. The supplier shall refrain from offering TCS employees any sums of money, gifts and loans, kickbacks or valuables. TCS employees are not eligible to receive financial benefits when negotiating or renewing a contract. Apart from these situations, gifts in kind or invitations to meals with a value equal to or less than CHF 100 (CHF 200 for evening meals) are permitted if they are socially accepted and customary. Invitations to events or training are not allowed without the prior consent of the employee's supervisor.

8.4 The TCS may require information to verify the compliance of the supplier's and its subcontractors' practice with these rules and proof of their compliance.

9. Default by the supplier

9.1 The supply of goods or the provision of services shall occur upon delivery or respectively at the time they are actually provided, or as the case may be upon the subsequent assembly or commissioning of the goods, subject to Article 18.2. The delivery deadline shall be indicated in the Contract. The deadline shall be binding («fixed») for the Supplier which must comply with it. If the

Supplier fails to do so, it shall be deemed to be in default solely by virtue of the expiry of this deadline without any requirement for any additional action by TCS (Article 102(2) of the Swiss Code of Obligations – «CO»). If no contractual deadline is specified, TCS may require immediate delivery (Article 75 CO) and may give formal notice to perform to the Supplier, granting an appropriate grace period (Article 102(1) CO).

9.2 In the event of default by the Supplier, TCS shall be entitled, without any requirement to grant a grace period, to (i) continue to insist on performance by the Supplier whilst reserving the right to claim damages due to the delay as well as default interest at the statutory rate (Article 104 CO), (ii) arrange for a third party to carry out the contractual performance at the Supplier's cost without any requirement to obtain authorisation from a court, (iii) dispense with performance under the Contract and claim damages from the Supplier due to non-performance (for example, the Supplier shall bear any additional costs incurred in order to procure the Supplies from a third party), or (iv) terminate the Contract and claim compensation for all documented damages resulting of the termination of the Contract (e.g. the reimbursement of any expenses incurred by TCS out of reliance on the performance of the Contract). In the event of partial delivery, TCS reserves the right to close the Order and to retain any Supplies already delivered in return for payment of the corresponding part of the remuneration, which shall constitute full settlement of all amounts due.

9.3 In addition to the rights provided for under the previous Article, TCS shall be entitled to claim a penalty from the Supplier of 2% for each week of delay, calculated on the remuneration agreed upon before tax, up to a maximum of 10% of this amount, unless the latter is able to prove that it was not at fault for the delay. The payment of these liquidated damages shall not release the Supplier from the requirement to comply with its contractual obligations and TCS shall remain entitled to require it to comply with them at any time.

10. Liability of the supplier and insurance

10.1 The Supplier shall bear liability for any loss caused by it to TCS. It shall be liable for the acts and omissions of its auxiliary agents and any third parties of which it avails itself (e.g. its employees or sub-contractors) in the same manner as for its own acts and omissions.

10.2 The Supplier declares that it holds the insurance necessary in order to cover the financial consequences of any liability that it may incur on account of the failure to perform or improper performance of the Contract. Upon request by TCS, the Supplier shall present all insurance certificates issued in accordance with this Article 10.2. The certificates must be signed by the insurer, must state the amount and the terms of cover as well as the expiry date of the insurance, and must confirm that the insurance premiums have been paid. The Supplier shall inform TCS immediately concerning any alteration that may be liable to affect the extent of the guarantees under any insurance that may potentially apply in relation to the Contract.

11. Intellectual property rights

11.1 Unless agreed otherwise between the parties, all intellectual property rights relating to the Supplies (including Tools according to Article 18) created within the ambit of the Contract (including but not limited to patents and copyright) shall be vested exclusively and in their entirety in TCS. All intellectual property rights over Supplies shall be deemed to be vested exclusively in the Supplier where TCS has not been involved in any way

in their design. If TCS has been involved in the design of Supplies, the parties shall reach agreement within the Contract as to whom the intellectual property rights are to be vested in, and in the event that no agreement is reached between the parties, the intellectual property rights shall be vested in TCS.

11.2 All samples, designs, models, sketches, plans, figures, tools, data or any other object or medium made available to the Supplier by TCS (i) shall remain the property of TCS, (ii) must be used exclusively for the performance of the Contract and (iii) upon TCS' request must be returned to TCS or destroyed. Any samples that have been produced and provided by the Supplier shall pass into the ownership of TCS.

11.3 The Supplier shall object without delay to any claims made by third parties alleging an infringement of intellectual property rights by the Supplier that are necessary or useful for the performance of the Contract and shall bear the related costs and risks. It shall also provide a warranty to TCS in respect of any third party assertion and/or claim concerning any infringement of intellectual property rights. TCS shall immediately inform the Supplier concerning any claims of this nature and the Supplier undertakes to participate in any litigation upon request by TCS, insofar as permitted under the applicable procedural law. The Supplier shall cover any costs incurred by TCS in relation to the conduct of litigation as well as any amicable settlement of the dispute.

11.4 In the event that any intellectual property rights are claimed by a third party in such a manner as to prevent TCS from receiving the benefit of all or part of the Supplies in accordance with the Contract, the Supplier undertakes at its exclusive cost and at its choice either to obtain the right for TCS to use the Supplies by acquiring a licence from the third party or to alter the Supplies in such a manner as to ensure that they comply with the requirements set forth in the Contract without infringing the intellectual property rights of the third party, it being acknowledged that the Supplier undertakes at its exclusive cost to ensure that any stocks of Supplies already delivered are taken back.

11.5 Should the Supplier fail to rectify any infringement of the intellectual property rights of a third party within the time limit set by TCS, TCS may terminate or respectively withdraw from the Contract with immediate effect. The Supplier shall be obliged under all circumstances to provide full redress for any loss suffered by TCS as a result of the infringement of any third party intellectual property rights.

12. Termination of the contract

12.1 In addition to the other rights to terminate the Contract provided for in these GTC, each party may terminate the Contract with immediate effect by registered letter sent to the other party: (i) in the event of the failure by the other party to comply with its obligations, upon expiry of a grace period of thirty (30) calendar days set by registered letter, which shall start to run from receipt of the letter, (ii) if the other party or its sub-contractor violates Article 7 (Confidentiality and data protection) or (iii) in the event of the insolvency or over-indebtedness of the other party, or that it is unable to pay its outstanding debts.

12.2 In addition to the right of termination provided for under Article 12.1, TCS may terminate the Contract with immediate effect by registered letter to the Supplier in the event of: (i) any failure to comply with the commitments provided for in Article 8 (Supplier's conduct) by the Supplier or any of its sub-contractors, or (ii) any full or partial sub-contracting without the written approval of TCS in accordance with Article 4.1.

12.3 The foregoing is without prejudice to the remedies provided for under the applicable law.

13. Supplier's status as an independent contractor

13.1 The Supplier shall have the status of an independent contractor. If the Supplier is a legal person, it shall submit the required declarations to social insurance bodies in its own right and on behalf of its employees. If the Supplier is not a legal person, the Supplier must furnish proof of membership of an occupational benefits scheme as a self-employed person.

13.2 TCS shall not incur liability to pay any social contributions (AVS [old-age and survivors' insurance], AI [accident insurance], AC [unemployment insurance] etc.) under the terms of the Contract or any other indemnity payment, in particular in the event of accident, illness, invalidity or death.

14. Applicable law and jurisdiction

This Contract shall be governed by Swiss law. Jurisdiction over all disputes shall lie at the registered office of TCS in Geneva. TCS reserves the right to bring any dispute before the courts at the registered office of the Supplier or before the courts at the place of performance.

Specific provisions applicable to the supply of goods

15. Place of performance, delivery, import regulations and transfer of benefit and risk (DDP – Incoterm 2010)

15.1 The place of performance shall be on the premises of TCS or at any other location specified in the Contract as the place of performance. Unless specified otherwise, the place of delivery shall be deemed to be the place of performance.

15.2 The Supplier shall be responsible for the packaging, insurance, delivery - including all protection and security measures necessary at the place of performance, and as the case may be assembly – commissioning and customs clearance of goods upon exportation from their country of origin and importation into Switzerland.

15.3 The Supplier warrants compliance with any export and import regulations and that it will hold the requisite permits.

15.4 Benefit and risk in relation to the goods shall pass to TCS upon receipt of Delivery at the place of performance.

16. Warranty

16.1 The Supplier warrants that the Supplies will have all of the characteristics described in its commercial communications and those provided for in the Contract, as well as any that have been promised or that are necessary for the proper usage of the Supplies for their intended purpose, and that they will comply with all legal requirements applicable to them. The Supplier warrants in particular that all Supplies will comply with the legal standards in Switzerland or the European Community (especially with the Regulation on the Registration, Evaluation, Authorization and Restriction of Chemicals – REACH).

16.2 The Supplier warrants the absence of any defects for a period of twenty-four (24) months starting from receipt of the definitive Delivery, unless the warranty terms offered by the supplier provide for a longer warranty.

16.3 Any defects must be reported within 60 days of their discovery. TCS shall monitor the Supplies insofar as compatible with the ordinary conduct of its business and shall report any defects identified to the Supplier. In the event that a defect is identified and reported, the delivery of the Supplies shall be deemed to be provisional. Definitive delivery, i.e. Delivery, shall be deemed to have occurred at the time when any reservation noted by TCS has been removed.

16.4 In the event of any defect, irrespective of whether the Supplier is at fault, TCS shall be entitled at its sole and absolute discretion (i) to require that the Supplies be replaced by fault-free Supplies, (ii) to require the repair of the Supplies, (iii) to reduce the remuneration in proportion with the reduced value of the Supplies or (iv) to terminate the Contract (and to return any Supplies already delivered). In addition, TCS reserves the right to claim damages from the Supplier.

16.5 If TCS requests the repair or replacement of any Supplies, the Supplier shall rectify the defect or respectively replace the Supplies within the time limit set by TCS. The Supplier shall bear all resulting costs. If the Supplier fails to complete the repair or replacement, or if the repair or replacement is faulty, TCS shall be entitled (i) to take the necessary action itself, (ii) to arrange for action to be taken by a third party at the cost and risk of the Supplier or (iii) to exercise any other right provided for under the previous Article.

16.6 The Supplier warrants to TCS the supply of spare parts for goods for a period of (10) years after the Delivery of the goods.

16.7 The Supplier undertakes to inform TCS with prior notice of twelve (12) months should it anticipate that it will no longer be able to supply/service TCS and shall furnish it with all elements necessary in order to produce the goods concerned (including but not limited to production time, plans and tools) or to provide the Service. An offer shall be presented by the Supplier to TCS for any tools that are not owned TCS either on the grounds that they were not made available by the Supplier to TCS (in accordance with Article 11.2) or owing to the fact that they do not qualify as Tools (in accordance with Article 18) in order to enable TCS to purchase them, should it choose to do so, at its sole discretion..

Specific provisions applicable to the provision of services

17. Performance of the contract by the supplier

17.1 The Supplier undertakes to perform the Contract scrupulously, in a loyal and competent manner and in accordance with the state of the art and professional standards, and shall guarantee that the services are compliant with the terms and specifications set forth in the Contract, any instructions issued by TCS, legal requirements and the current state of technology. It warrants that it holds all rights necessary in order to provide the services in accordance with the Contract and, where applicable, that it will obtain in good time any work permit necessary for the performance of the Contract.

17.2 The Supplier shall only allow the services to be provided by staff holding the requisite authorisations and permits and who have the requisite skills and experience. In the event of any change in staff, the Supplier shall take account of the interest of TCS in ensuring that a certain degree of continuity is guaranteed within the performance of tasks. Any change in key staff must be approved by TCS. Any change in staff (or any promotion or other change involving the said staff) shall not result in any increase in the Supplier's remuneration for the Order.

17.3 It shall be for the Supplier, as an expert, to request any information that it considers necessary for the proper performance of the Contract. The Supplier shall inform TCS regularly concerning about its progress in the performance of the Contract. It shall report to it without delay any circumstances that may be liable to jeopardise the proper performance of the Contract. The Supplier shall

a. in its capacity as an expert and a professional within its sector, inform TCS concerning any procedure that is inappropriate or sub-optimal in terms of costs, technology or efficacy, and in general shall inform TCS concerning any problem arising or identified in relation to performance of the Contract.

b. draw up documentation relating to the services, including any procedure, instructions, notes or other information having regard to the specifications.

17.4 The Supplier shall not have any authority to make any commitments on behalf of TCS towards third parties without the prior written approval of TCS.

18. Supplier's tools

18.1 Should the Supplier develop, manufacture and/or procure any specific tool for TCS (the «Tool»), the Supplier undertakes to provide details of the cost of the Tool in the Offer. Upon conclusion of the contract, ownership over the Tools shall be vested in TCS, which reserves the right to arrange for a reservation of title to be registered.

18.2 Each Tool must be itemised and labelled by the Supplier in accordance with the instructions of TCS, stating the date of its first usage along with an indication of its lifetime. The Supplier shall provide an up-to-date list of Tools upon request by TCS.

18.3 The Supplier shall ensure the safe storage and maintenance of the Tools at its own cost for as long as they are under its control. The Supplier undertakes to conclude appropriate insurance covering in particular the risk of the theft and the full or partial destruction of the Tools.

18.4 Plans for the tool must be transmitted by the Supplier to TCS and updated by the Supplier after each alteration of the Tools agreed upon in writing between the parties.

18.5 The Supplier shall return the Tools to TCS upon request by the latter, or otherwise at the latest upon termination of the Contract.

Location: _____ Date: _____

Name and address of the Supplier /
Supplier's stamp

Signature
Name and position

Signature
Name and position

