ORDER CONDITIONS SRG

1. *Scope*

1.1 The SRG Order conditions shall apply to electronic orders placed with the supplier by the Schweizerische Radio- und Fernsehgesellschaft, one of its branches or subsidiaries (each a "customer") whenever there is no valid agreement with the supplier, the offer does not refer to specific contractual terms and conditions of the customer or the customer does not insist on such terms and conditions.

1.2 Customer can be:

- **Head office**: Schweizerische Radio- und Fernsehgesellschaft (SRG) (CHE-102.978.667)
- **Branch offices**:
  - RTS Radio Télévision Suisse, succursale de la Société suisse de radiodiffusion et télévision (CHE-396.664.102)
  - SRF Schweizer Radio und Fernsehen, Zweigniederlassung der Schweizerischen Radio- und Fernsehgesellschaft (CHE-130.326.458)
  - RSI Radiotelevisione svizzera di lingua italiana, succursale della Società svizzera di radiotelevisione (CHE-460.782.578)
  - RTR Radiotelevisiun Svizra Rumantscha, succursala da la Societad svizra da radio e televisiun (CHE-490.337.869)
  - SWI swissinfo.ch, Zweigniederlassung der Schweizerischen Radio- und Fernsehgesellschaft (CHE-348.079.846)
- **Tochtergesellschaft**:
  - SWISS TXT AG (CHE-108.141.194)

1.3 The application of the supplier's general terms and conditions of business or contract is expressly excluded. This also applies if they are mentioned in an order or order confirmation.

2. *Conclusion of contract*

A contract is concluded with the order.

3. *Due date*

Payment of the invoice by the customer shall be made within 30 (thirty) calendar days of receipt of the invoice.

4. *Property rights and rights of use*

All rights to the supplier's services shall be deemed to have been transferred to the customer, unless rights of use are agreed.

5. *Termination*

A contract shall end upon fulfilment, expiry of time and, in the case of an indefinite term, with a notice period of 3 (three) months to the end of a calendar year.

6. *Final provisions*

6.1 Transport, packaging, insurance and customs costs shall be borne by the supplier, and the transfer of risk shall be deemed to have taken place upon acceptance.

6.2 The supplier is not permitted to use the business relationship with the customer or the customer's business names and trademarks for advertising purposes.

6.3 These SRG Terms and Conditions of Purchase and the associated orders (see section 2 above) are subject to **Swiss law**.

6.4 The **exclusive place of jurisdiction** for any disputes arising in this context shall be the **customer's registered office**.

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