

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### A. GENERAL PROVISIONS

#### 1. Scope

1.1 The following General Terms and Conditions of Purchase ("GTCP") apply to all contracts and agreements concluded between Schweizerische Radio- und Fernsehgesellschaft ("SRG SSR") and all of its branch offices and subsidiaries listed below ("PURCHASER") and a third party ("Supplier") for the supply of goods and/or services (collectively, the "Supplies") ("Individual Contract" or "Individual Contracts").

- **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)
  - Società svizzera di radiotelevisione, Succursale Radiotelevisione svizzera di lingua italiana (RSI) (CHE-460.782.578)
  - RTR Radiotelevision Svizra Rumantscha, succursala da la Societad svizra da radio e televisiun (CHE-490.337.869)
  - Schweizerische Radio- und Fernsehgesellschaft, Zweigniederlassung swissinfo (CHE-348.079.846)
- **Subsidiaries:**
  - technology and production center switzerland ag (CHE-106.621.810)
  - Schweizerische Teletext AG (CHE-108.141.194)
  - publisuisse SA (CHE-105.831.747)
  - TELVETIA S.A. (CHE-100.033.678)
  - MCDT AG (CHE-357.351.852)
  - mxlab ag (CHE-114.748.944)

1.2 These GTCP form an integral part of all invitations to tender, bids, orders and Individual Contracts between the PURCHASER and the Supplier.

1.3 The application of the Supplier's general contractual conditions or general business terms is hereby expressly excluded.

#### 2. Conclusion of Individual Contracts

2.1 Individual Contracts are concluded either upon the unconditional acceptance by the PURCHASER of an offer submitted by the Supplier, by way of a legally valid order pursuant to section 2.2 of these GTCP, or upon the unconditional acceptance of the Supplies provided to the PURCHASER by the Supplier.

2.2 Offers and orders are legally valid only if made in writing. Offers and orders submitted orally or by telephone must be confirmed in writing by mail, fax or e-mail within five (5) calendar days in order to be valid.

2.3 If the Supplier submits an offer on the basis of an invitation to tender from the PURCHASER, the Supplier must meet all of the PURCHASER's requirements as set out in the invitation to tender, and must expressly indicate any deviations from these requirements. The Supplier must provide reasonable grounds for deviating from the invitation to tender. The Supplier is bound by its offer for the period specified in that offer, in any case for a minimum of sixty (60) calendar days. The Supplier's offer is deemed to have been rejected if it is not accepted by the PURCHASER within the acceptance period specified in the offer or in these GTCP.

2.4 Should the Supplier fail to confirm an order from the PURCHASER in writing within ten (10) days of receipt thereof, the PURCHASER is entitled to withdraw the order at no cost.

2.5 Unless otherwise agreed in writing, the PURCHASER is not obliged to pay or compensate the Supplier for drawing up, submitting or amending offers, or for visits, demonstrations or other preliminary work on the part of the Supplier. The PURCHASER reserves the right to reject or not to accept an offer by the Supplier, without giving reasons.

#### 3. Payment

3.1 The Supplier must state in the offer the payment to be made by the PURCHASER for the Supplier's Supplies. Such payment must be stated in compliance with the PURCHASER's requirements either as a fixed price or on the basis of time and materials. In the absence of any requirements on the part of the PURCHASER, payment must be stated as a fixed price.

3.2 The payment stated in the offer shall cover any and all deliveries and activities as well as any ancillary costs requires on the part of the Supplier to duly fulfil an Individual Contract.

3.3 The sales taxes, value-added taxes, source taxes or other taxes or comparable duties that are levied in connection with the Supplies and payable by the PURCHASER must be stated separately in the offer.

#### 4. Invoicing / Payment Terms

4.1 Unless otherwise agreed in writing, the Supplier shall issue the invoices to the PURCHASER together with all of the information and documentation required for the review of such invoices after the complete and accurate delivery of the Supplies. The Supplier's invoices must bear the order number issued by the PURCHASER in its order. The PURCHASER has the right to refuse payment until an invoice that complies

with its specifications has been submitted.

- 4.2 The Supplier must send its invoices to the "Faktura-kontrolle" of the PURCHASER or any other department designated by the PURCHASER.
- 4.3 Unless expressly agreed otherwise between the Parties in the Individual Contract, the PURCHASER will pay the invoice within thirty (30) calendar days as of receipt thereof. Should the Supplies be defective or incomplete, the PURCHASER is entitled to withhold any payment until the Supplies have been properly provided by the Supplier.
- 4.4 The settlement of an invoice does not constitute a waiver of possible complaints about defects in the invoiced Supplies.

#### **5. Performance of Supplies**

- 5.1 The place of performance for the Supplies is the location set out in the invitation to tender or in the order or otherwise determined by the PURCHASER. If the PURCHASER has not specified a place of performance, the place shall be at the PURCHASER's domicile.
- 5.2 The PURCHASER shall create within its business operations all preconditions required for the Supplier to perform the Supplies.
- 5.3 The Supplier's delivery notes, waybills, invoices and other correspondence must bear the [order number] issued by the PURCHASER in its order.
- 5.4 The Supplier shall bear the risk of accidental loss (including destruction, not being fit for purpose or deterioration) of goods to be delivered by the Supplier or of materials intended for Supplies prior to their delivery to the PURCHASER. Ownership shall also pass to the PURCHASER upon delivery.

#### **6. Warranty**

- 6.1 The Supplier represents and warrants that the Supplies provided by the Supplier (including the delivery of goods and the production of deliverables) are free of defects. Supplies are deemed defective if they do not meet the specifications agreed between the Parties or expected by the PURCHASER in good faith.
- 6.2 Unless agreed otherwise in writing by the Parties in an Individual Contract, the warranty period shall be at least twenty four (24) months. The warranty period shall begin upon the PURCHASER's acceptance of the Supplies or, if no acceptance procedure was agreed upon, when the PURCHASER begins to use the Supplies provided by the Supplier. The PURCHASER may complain about a defect at any time. No set periods or deadline apply.
- 6.3 Should the Supplies provided by the Supplier be defective, the PURCHASER has the choice of (i) demanding that the Supplier rectify the defects within a period set by the PURCHASER; (ii) reducing the payment owed for the defective Supplies by an appropriate amount; (iii) having the defects rectified by a third party or rectifying them itself at the expense of the Supplier; (iv) withdrawing from the relevant Individual Contract.
- 6.4 The warranty period starts again from the beginning for Supplies that have been rectified or provided new

in connection with the warranty.

- 6.5 Should the Supplier provide the Supplies to the PURCHASER's premises, the Supplier shall comply with the instructions, safety regulations and internal rules issued by the PURCHASER.

#### **7. Third-Party Rights / Indemnification**

- 7.1 The Supplier shall indemnify the PURCHASER against any threatened or legally enforceable liability resulting from a breach of third-party rights (including ownership and intellectual property rights) and other third-party claims (including claims under product liability), providing and insofar as the breach of such third-party rights or claims was caused by the possession or use of the Supplies provided by the Supplier.

#### **8. Confidentiality**

- 8.1 Each party undertakes to maintain strict confidentiality in respect of all confidential information belonging to the other Party, in particular, operating and business secrets, with which they might be entrusted within the context of an Individual Contract or of which they might otherwise gain knowledge. Each Party further undertakes not to exploit the other Party's confidential information or to disclose it to third parties. Additionally, each Party shall ensure that the confidentiality obligation is observed by its shareholders, officers or other employees and auxiliary personnel. These obligations shall remain valid for a period of six (6) years following the termination of the Individual Contract concerned.

#### **9. Entry Into Force and Termination of Individual Contracts**

- 9.1 Unless agreed otherwise in writing, an Individual Contract shall enter into force upon its conclusion.
- 9.2 The PURCHASER shall have the right to forego Supplies agreed under an Individual Contract, or to withdraw from an Individual Contract by giving notice of fourteen (14) calendar days. Where the PURCHASER foregoes Supplies or withdraws from an Individual Contract, the Supplier has the right to reasonable compensation for the costs incurred.
- 9.3 Each Party shall have the right to terminate an Individual Contract for cause with immediate effect. In particular, each Party may terminate an Individual Contract if culpable action on the part of the other Party jeopardizes the performance of the Individual Contract so that the terminating Party can no longer reasonably be expected to maintain the contractual relationship.

#### **B. CONCLUDING PROVISIONS**

- 9.4 Unless expressly agreed otherwise between the Parties in an Individual Contract, the provisions of the GTCP shall prevail in case of contraction between an Individual Contract and these GTCP.
- 9.5 The Supplier may not use its business relations with the PURCHASER or the PURCHASER's names or trademarks for promotional purposes without the PURCHASER's consent.
- 9.6 The Supplier is not entitled to subcontract the provi-

sion of the Supplies or significant parts thereof to third parties without the PURCHASER's prior written consent.

- 9.7 The Supplier is not entitled to assign its rights and obligations from an Individual Contract to a third party without the PURCHASER's prior written consent.
- 9.8 These GTCP and all Individual Contracts shall be governed and construed in accordance with **Swiss law**. The UN Convention on the International Sale of Goods shall not apply.
- 9.9 The **exclusive place of jurisdiction** for disputes in connection with these GTCP and/or Individual Contracts shall be determined as follows:
- **Head office:** Schweizerische Radio- und Fernsehgesellschaft (SRG) in the city of **Berne**
  - **Branch offices:**
    - RTS Radio Télévision Suisse, succursale de la Société suisse de radiodiffusion et télévision in **Lausanne**
    - SRF Schweizer Radio und Fernsehen, Zweigniederlassung der Schweizerischen Radio- und Fernsehgesellschaft in the city of **Zurich**
    - Società svizzera di radiotelevisione, Succursale Radiotelevisione svizzera di lingua italiana (RSI) in **Lugano**
    - RTR Radiotelevision Svizra Rumantscha, succursala da la Societad svizra da radio e television in **Chur**
    - Schweizerische Radio- und Fernsehgesellschaft, Zweigniederlassung swissinfo in the city of **Berne**
  - **Subsidiaries:**
    - technology and production center switzerland ag, in the city of **Zurich**
    - Schweizerische Teletext AG, in **Biel**
    - publisuisse SA, in the city of **Berne**
    - TELVETIA S.A., in the city of **Berne**
    - MCDT AG, in the city of **Zurich**
    - mxlab ag, in the city of **Berne**

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