

General Terms and Conditions of Purchase of TCS

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General provisions

1. Scope

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

1.2 The Supplier accepts these GTC and waives the application of its own general terms and conditions.

1.3 TCS and the Supplier may agree on exceptions to, and/or supplements to, these GTC. Any such agreements must be made in writing by duly authorised representatives of the parties (including by email).

2. Offer by the supplier

2.1 The preparation of the Supplier's offer to TCS (the «Offer»), including presentations, demonstrations and any related materials or media (including but not limited to prototypes, 3D renderings and samples), shall be free of charge unless otherwise stated 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 such a time limit, the Offer shall remain binding for a period of three (3) months.

2.3 By submitting its Offer, the Supplier shall be deemed to have accepted all requirements previously stipulated by TCS. TCS shall not be obliged to consider any Offer that does not comply with its requirements or that contains any reservations.

2.4 The Offer must state all incidental costs, such as costs of user training, transportation and assembly, travel expenses, meal expenses, and any maintenance costs.

3. Conclusion of a contract

3.1 Any purchase must be documented in a written order sent by TCS to the Supplier (including by email) (the «Order»). The Order consists of a purchase order and, where applicable, any documents setting out the specifications of the Supplies and any other contractual terms and conditions. An Order shall be valid only if signed by two persons duly authorised to represent TCS in accordance with the Commercial Register and/or a written power of attorney.

3.2 Upon receipt of the Order, the Supplier shall have five (5) working days to confirm its acceptance (the «Confirmation»). Through the Confirmation, the Supplier commits to executing the Order in accordance with the specifications contained therein and shall immediately notify TCS of any fact or circumstance that may jeopardise proper performance. Unless the Order expressly provides that a separate contract must be signed, a contract shall be deemed concluded (the «Contract») upon receipt by TCS of a timely and compliant Confirmation. If the Confirmation (i) deviates from the Order (e.g., the delivery deadline) or (ii) is provided after the five-day time limit, no contract shall be deemed concluded unless TCS accepts the deviating and/or late Confirmation in writing. TCS further reserves the right to cancel the Order in writing (including by email) if it does not receive the Supplier's Confirmation within the above-mentioned time limit.

3.3 Unless a separate written contract is entered into, the Contract shall consist of the Supplier's Offer, TCS's Order and these GTC (together, the «Contractual Documents»), even if the Order does not expressly refer to all such documents. If 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 precedence shall apply: 1) the separate written contract, 2) the Order, 3) the GTC.

3.5 Any amendment to the Contract must be made in writing by two duly authorised representatives of both Parties (including by email).

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

4.1 The Supplier shall refrain from sub-contracting any of its obligations under the Contract, in whole or in part, without TCS's prior written approval. In the event such approval is granted, the Supplier shall only engage carefully selected sub-contractors that hold all authorisations and qualifications required for the performance of the Contract. The Supplier shall take all necessary steps to ensure that such sub-contractors are bound by the obligations of these GTC, in particular Articles 7 (Confidentiality and data protection) and 8 (Supplier's conduct). The Supplier shall remain liable towards TCS under all circumstances for the acts and omissions of any sub-contractors it engages and for the conformity of the Supplies provided by them.

4.2 Any change in authorised sub-contractors shall also require TCS' prior written approval.

4.3 Unless TCS grants prior written approval, the Supplier shall refrain from assigning, pledging or transferring in any manner whatsoever its pecuniary claims against TCS. The Supplier expressly consents to the assignment of the Contract by TCS to another company within its group, 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 of the Supplier, unless TCS has granted prior written approval to the continuation of the Contract following such change.

5. Right of inspection

TCS shall be entitled at any time, upon reasonable advance notice, to inspect the quality of and progress in the performance of the Contract on the Supplier's premises and to obtain any relevant information from the Supplier. Such inspection shall not release the Supplier from the obligation to comply fully with its contractual obligations.

6. Remuneration and payment terms

6.1 The remuneration payable to the Supplier, as specified in the Contract, shall be fixed and exhaustive, and shall be deemed to be stated 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 include, in particular, the cost of the Supplies; expenses relating to installation, assembly, commissioning, documentation and instruction/training; the transfer of all rights (including intellectual property rights); the costs of packaging, insurance and delivery to the place of performance (including loading and unloading) pursuant to Incoterm DDP (Delivered Duty Paid); as well as all incidental costs and public charges (e.g., administrative fees, social charges, customs clearance fees, customs duties, VAT). Unless agreed otherwise, the remuneration shall also include any costs of meals and accommodation.

6.3 The Supplier shall issue invoices in accordance with the invoicing terms set out in the Contract. Where the Contract does not provide for such terms, invoices shall be issued on the date on which the goods are delivered or the services 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 otherwise stipulated, (i) within thirty (30) calendar days from the date of receipt of the invoice by TCS, but in no event earlier than thirty (30) calendar days after the date of final delivery.

6.4 Invoices must be issued in a single copy and must, without exception, be submitted to TCS's Suppliers' Accounting Service at the address specified in the Order, with a copy sent by email to the email address communicated by TCS. Invoices must at least include the following information: Order references; the relevant Order line number; a complete description and the quantity of the goods ordered and delivered and/or the nature of the services provided; the serial number; the currency specified in the Order; the country of origin (either (i) an indication of preferential origin compliant with the rules of origin applicable to all free trade agreements concluded by Switzerland, or (ii) an indication of non-preferential origin); the customs code; the dates and reference number of the delivery note; and the detailed price for each Supply. VAT must be stated separately.

6.5 If TCS is late in making any payment, the Supplier shall refrain from suspending the performance of its obligations until all outstanding amounts have been paid. The Supplier shall, however, be entitled to charge default interest at the statutory rate if a formal notice issued by TCS remains without effect for fifteen (15) calendar days.

7. Confidentiality and data protection

7.1 Neither party may disclose any information relating to the Supplies, the Contract or its performance that is not publicly known or freely accessible ("Confidential Information") without the prior written approval of the other party. In case of doubt, all information and facts concerning the relationship between TCS and the Supplier shall be deemed to be Confidential Information. Each party shall refrain from using Confidential Information for any purpose other than the performance of the Contract. The duty of confidentiality shall continue to apply after termination of the Contract, irrespective of the reason for such termination.

7.2 The transmission of Confidential Information by either party to a third party involved in the performance of the Contract (provided such transmission is necessary for the performance of the Contract) shall not constitute a breach of this Article, provided that the transmitting party binds the recipient to the obligations set out in Article 7.1. The transmitting party shall in all cases inform the other party of any violation of these obligations by the recipient. Transmission of Confidential Information within a party's corporate group is permitted only insofar as necessary for the performance of the Contract and subject to compliance with this Article 7.2.

7.3 The Supplier shall not be entitled to cite or refer to TCS in any manner or on any medium whatsoever – including, without limitation, in lists, promotional material, advertising, on its website or on social networks – without TCS's prior written approval.

7.4 The Supplier undertakes to comply with all applicable data protection legislation. Personal data may only be processed for the purpose and within the limits necessary for the performance of the Contract. The Supplier undertakes to protect any personal data processed in connection with the Contract against unauthorised access and to inform TCS in advance of any transmission of such personal data to a third party. To this end, the Supplier undertakes to sign a «data process-

ing agreement» upon request by TCS, which shall form an integral part of the Contract.

8. Supplier's conduct

8.1 The Principles of Conduct applicable to the suppliers and business partners of the TCS Group, available under tcs.ch/supplier apply to all business relationships between the supplier and the entities of the TCS Group, even if the order or the contract does not expressly refer thereto.

8.2 The supplier undertakes to comply with these Principles of Conduct and to implement them with its subcontractors and suppliers.

8.3 When operating on TCS premises, the supplier undertakes to comply with the rules and regulations in force at TCS and with the instructions of TCS staff (e.g. safety instructions, including IT security and data security).

8.4 TCS reserves the right to terminate the business relationship early with any supplier who has infringed – or whose subcontractors or suppliers have infringed – these Principles of Conduct.

9. Default by the supplier

9.1 The supply of goods or the provision of services shall occur upon delivery or, as the case may be, at the time they are actually provided, or upon subsequent assembly or commissioning of the goods, subject to Article 18.2. The delivery deadline shall be indicated in the Contract. This deadline shall be binding («fixed») on the Supplier and must be strictly observed. If the Supplier fails to comply, it shall be deemed to be in default solely by virtue of the expiry of this deadline without any further action being required 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 place the Supplier in default by granting an appropriate grace period (Article 102(1) CO).

9.2 In the event of default by the Supplier, TCS shall be entitled, without being required to grant any grace period, to: (i) insist on performance by the Supplier while reserving the right to claim damages for the delay, including default interest at the statutory rate (Article 104 CO); (ii) arrange for a third party to perform the Contract at the Supplier's cost, without any requirement for judicial authorisation; (iii) waive performance under the Contract and claim damages for non-performance (e.g. the Supplier shall bear any additional costs incurred to procure the Supplies from a third party); or (iv) terminate the Contract and claim compensation for all losses arising from the termination (e.g. reimbursement of expenses incurred by TCS in reliance on the Supplier's performance). In the event of partial delivery, TCS may close the Order and retain any Supplies already delivered, with payment of the corresponding portion of the remuneration constituting full and final settlement of all amounts due.

9.3 In addition to the foregoing rights, TCS shall be entitled to claim a penalty of 2% of the remuneration (before taxes) for each week of delay, up to a maximum of 10%, unless the Supplier proves that it was not at fault for the delay. Payment of such liquidated damages shall not release the Supplier from its contractual obligations, and TCS shall remain entitled to demand performance at any time.

10. Liability of the supplier and insurance

10.1 The Supplier shall be liable for any loss caused to TCS. It shall also be liable for the acts and omissions of its auxiliary agents and any third parties engaged by it (e.g. employees or subcontractors) as if they were its own.

10.2 The Supplier declares that it holds the insurance necessary to cover the financial consequences of any liability it may incur due to the failure to perform or improper performance of the Contract. Upon request by TCS, the Supplier shall provide all insurance certificates required under this Article 10.2. The certificates must be signed by the insurer and indicate the amount and terms of coverage, the expiry date of the insurance, and confirmation that premiums have been paid. The Supplier shall immediately inform TCS of any change that may affect the scope of coverage relevant to the Contract.

11. Intellectual property rights

11.1 Unless otherwise agreed between the parties, all intellectual property rights relating to the results (including Tools under Article 18) created under the Contract (including, without limitation, patents and copyrights) shall vest exclusively in TCS. All intellectual property rights relating to Supplies shall be deemed to vest exclusively in the Supplier where TCS has not participated in any way in their design. If TCS has participated in their design, the parties shall agree in the Contract on who owns such rights; if no agreement is reached, the rights shall vest in TCS.

11.2 All samples, designs, models, sketches, plans, data, tools or any other items or media made available by TCS to the Supplier (i) shall remain the property of TCS, (ii) may only be used for the performance of the Contract, and (iii) must be returned to or destroyed at TCS's request. Any samples produced and delivered by the Supplier shall become the property of TCS.

11.3 The Supplier shall immediately contest any claims made by third parties alleging infringement of intellectual property rights relating to items required or useful for performance of the Contract and shall bear all related costs and risks. It shall indemnify TCS for any third-party claims or complaints of this nature. TCS shall immediately notify the Supplier of such claims, and the Supplier shall, upon request, participate in any legal proceedings, insofar as permitted by procedural law. The Supplier shall bear all costs incurred by TCS in relation to such proceedings or any amicable settlement.

11.4 If a third party asserts intellectual property rights in a manner that prevents TCS from using all or part of the Supplies in accordance with the Contract, the Supplier shall, at its exclusive cost and at its choice, either obtain for TCS the right to use the Supplies by acquiring a licence from such third party or modify the Supplies so that they comply with the Contract without infringing the third party's rights. The Supplier shall also, at its own cost, take back any stocks of Supplies already delivered.

11.5 If the Supplier fails to remedy an infringement within the period specified by TCS, TCS may terminate or withdraw from the Contract with immediate effect. The Supplier shall in any event fully compensate TCS for all losses arising from the infringement.

12. Termination of the contract

12.1 In addition to any other termination rights provided 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 breach of obligations by the other party, if a grace period of thirty (30) calendar days granted by registered letter has expired without success; (ii) if the other party or its subcontractor breaches Article 7 (Confidentiality and data protection); or (iii) in the event of insolvency, over-indebtedness or inability to pay outstanding debts.

12.2 In addition to Article 12.1, TCS may terminate the Contract with immediate effect by registered letter sent to the Supplier if: (i) the Supplier or its subcontractor breaches Article 8 (Supplier's conduct); or (ii) the Supplier subcontracts all or part of its obligations without TCS's prior written approval under Article 4.1.

12.3 These rights shall be without prejudice to any remedies available under applicable law.

13. Supplier's status as an independent contractor

13.1 The Supplier shall act as an independent contractor. If it is a legal entity, it shall make all required declarations to social insurance bodies for itself and its employees. If it is not a legal entity, it must provide proof of affiliation to a compensation fund as a self-employed person.

13.2 TCS shall not incur liability to pay any social security contributions (OASI – Old-Age and Survivors' Insurance, DI – Disability Insurance, UI – 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 for all disputes shall lie with the courts at TCS's registered office in Geneva. TCS reserves the right to bring any dispute before the courts at the Supplier's registered office or 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 TCS's premises or any other location designated in the Contract. Unless otherwise specified, the place of delivery shall be deemed the place of performance.

15.2 The Supplier shall be responsible for packaging, insurance and delivery – including all necessary protection and safety measures – to the place of performance, and, where applicable, for assembly, commissioning and customs clearance upon export from the country of origin and import into Switzerland.

15.3 The Supplier shall ensure compliance with all applicable export and import regulations and obtain all requisite permits.

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

16. Warranty

16.1 The Supplier warrants that the Supplies have all the characteristics described in its commercial communications and those specified in the Contract, as well as any that have been promised or that are necessary for their intended use, and that they comply with all legal requirements applicable to them, in particular the environmental and safety standards in force in Switzerland and in the European Union (including the REACH Regulation – Registration, Evaluation, Authorisation and Restriction of Chemicals).

16.2 The Supplier warrants the absence of defects for a period of twenty-four (24) months from the date of final acceptance of the Delivery, unless the warranty terms offered by the Supplier provide for a longer warranty period.

16.3 Any defects must be reported within sixty (60) days of their discovery. TCS shall inspect the Supplies as soon as the ordinary conduct of its business allows and shall notify the Supplier of any defects identified. Where a defect has been identified and notified, the Delivery shall be deemed to be provisional. Delivery shall be deemed final once TCS has lifted all reservations.

16.4 In the event of any defect, irrespective of any fault on the part of the Supplier, TCS shall be entitled, at its sole discretion, (i) to require the replacement of the Supplies by defect-free Supplies, (ii) to require the repair of the defective Supplies, (iii) to reduce the remuneration proportionally to the diminished value, or (iv) to terminate the Contract (and return any Supplies already delivered). TCS also reserves the right to claim damages from the Supplier.

16.5 If TCS requests the repair or replacement of the Supplies, the Supplier shall remedy the defect or replace the Supplies within the time limit set by TCS. The Supplier shall bear all resulting costs. If the Supplier fails to carry out the repair or replacement, or if such repair or replacement is defective, TCS shall be entitled (i) to take the necessary measures itself, (ii) to have such measures carried out by a third party at the Supplier's cost and risk, or (iii) to exercise any other right provided for in the preceding Article.

16.6 The Supplier warrants the availability of spare parts for the goods for a period of ten (10) years from their Delivery.

16.7 The Supplier undertakes to inform TCS with twelve (12) months' prior notice if it foresees that it will no longer be able to supply or serve TCS, and shall provide TCS with all elements necessary for the manufacture of the goods concerned or for the provision of the Service (including, without limitation, production cycle times, plans and tools). For any tools not owned by TCS, either because they were made available by the Supplier to TCS (pursuant to Article 11.2) or because they do not qualify as Tools under Article 18, the Supplier shall submit an offer to TCS to enable TCS to acquire 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 diligently, reliably, professionally and in accordance with the rules of its profession and the state of the art. It guarantees that the services comply with the terms and specifications of the Contract, with any instructions issued by TCS, with legal requirements and with the current state of technology. The Supplier further guarantees that it holds all rights necessary to provide the services in accordance with the Contract and that it will obtain in good time any work permits required for the performance of the Contract.

17.2 The Supplier shall entrust the performance of the services only to staff holding the requisite authorisations, permits, skills and experience. In the event of any change in staff, the Supplier shall take into account TCS's interest in ensuring a certain degree of continuity in the assignment of personnel. Any change in key personnel shall require TCS's approval. A change in staff (or any promotion or change in job title of such staff) shall not entitle the Supplier to any increase in the remuneration for the Order.

17.3 It shall be the responsibility of the Supplier, in its capacity as an expert, to obtain all information that it considers necessary for the proper performance of the Contract. The Supplier shall inform TCS on a regular basis of the progress made in the performance of the Contract and shall report without delay any circumstances that may jeopardise its proper performance.

- a. As an expert and professional in its field, the Supplier shall inform TCS of any procedure or approach that is inappropriate or sub-optimal in terms of costs, technology or efficiency, and more generally shall bring to TCS's attention any issue arising or identified in connection with the performance of the Contract.
- b. The Supplier shall document the services, including all procedures, instructions, communications and other information in accordance with the specifications.

17.4 The Supplier shall not be authorised to bind TCS vis-à-vis third parties without TCS's prior written approval.

18. Specific provisions applicable to tools

18.1 Should the Supplier be required to develop, manufacture and/or acquire any specific tools for TCS (the «Tools»), the Supplier shall set out in the Offer the detailed costs relating to the Tools. Upon conclusion of the Contract, ownership of the Tools shall vest in TCS, which reserves the right to arrange for a corresponding retention of title to be registered.

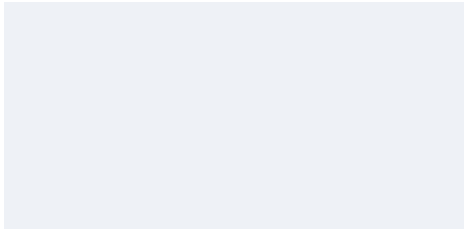
18.2 The Supplier shall itemise and label the Tools in accordance with TCS's instructions and record their first commissioning date as well as their lifetime. The Supplier shall provide TCS with an up-to-date list of the Tools upon first request.

18.3 As long as the Tools remain under its control, the Supplier shall ensure their safekeeping and maintenance at its own cost. The Supplier undertakes to take out appropriate insurance, covering in particular the risks of theft and of total or partial destruction of the Tools.

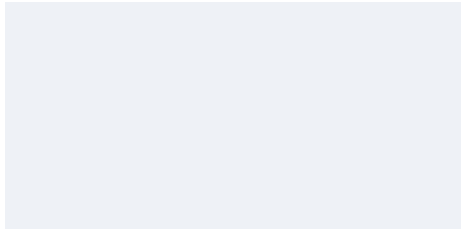
18.4 The Supplier shall transmit to TCS the plans relating to the Tools and shall update them after each modification of the Tools agreed in writing between the Parties.

18.5 The Supplier shall return the Tools to TCS upon first request and, in any event, no later than upon termination of the Contract.

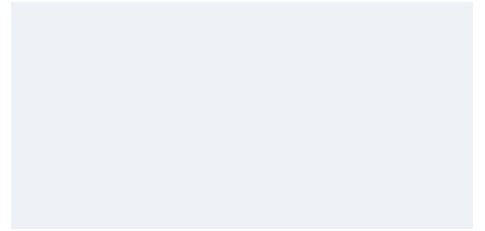
Location: _____ Date: _____



Name and address of the Supplier /
Supplier's stamp



Signature
Name and position



Signature
Name and position

