

## GENERAL TERMS AND CONDITIONS FOR PURCHASE CONTRACTS

### 1. Scope

1.1 The following general terms and conditions for purchase contracts ("GTC for purchase") govern the contractual relationship between Schweizerische Radio- und Fernsehgesellschaft and all its branch offices and subsidiaries (the "purchaser") and the vendor (the "vendor") of movable goods (purchase contract according to Art. 184 et seq. Swiss Code of Obligations (CO)):

- **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 Radiotelevisione 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)
- **Subsidiaries:**
  - technology and production center switzerland ag (CHE-106.621.810)
  - SWISS TXT AG (CHE-108.141.194)
  - TELVETIA S.A. (CHE-100.033.678)
  - MCDT AG (CHE-357.351.852)
  - mxlab ag (CHE-114.748.944)

1.2 The application of the vendor's general or contractual terms and conditions is hereby expressly excluded.

1.3 The obligations to be fulfilled by each party are agreed in accordance with section 2.1 and these GTC for purchase constitute an integral component of this contractual relationship (the "contract").

1.4 In the event of contradictions between these GTC for purchase and a contract, the provisions of the contract take precedence.

### 2. Conclusion of a contract

2.1 A contract may be concluded in the following form:

- in writing and signed with legal validity (a qualified electronic signature is equivalent to a hand-written signature) in the original or by fax or
- in electronic form by e-mail or via the purchaser's ordering platform).

### 3. Remuneration

3.1 The purchaser shall owe the vendor no remuneration or other compensation for the preparation, submission or amendment of tenders or for visits, demonstrations or other preliminary work carried out by the vendor.

3.2 The remuneration payable by the purchaser for the vendor's deliverables shall be shown in the vendor's tender or in the contract in accordance with the purchaser's instructions as a unit price or a total price.

3.3 The entire vendor's deliverables and actions that are necessary for the proper fulfilment of a contract, together with all ancillary costs and expenses are fully compensated by the remuneration shown in the tender or in a contract.

3.4 Value-added tax must be shown separately in the tender and the contract.

### 4. Invoices and payment terms

4.1 The vendor's invoices shall be submitted to the purchaser after the full and proper delivery of the obligations.

4.2 Invoices shall be paid by the purchaser within 30 (thirty) calendar days of receipt. Incomplete and/or deficient deliverables entitle the purchaser to withhold payment until the contractual fulfilment.

4.3 The settlement of an invoice does not constitute a waiver of the right of claiming a defect regarding invoiced or not yet invoiced deliverables.

### 5. Place of fulfilment and duties of cooperation

5.1 The place of fulfilment for the deliverables is the location specified by the purchaser. If the purchaser has specified no place of fulfilment, it shall be deemed to be the purchaser's registered office.

5.2 Any duties of cooperation on the part of the purchaser must be agreed in the contract.

### 6. Inspection right

6.1 The purchaser is entitled to examine the deliverables by the vendor on the vendor's premises prior to their delivery, conducting spot-check test runs on site if possible.

### 7. Operation and maintenance instructions and certificates attesting to materials, quality, safety and similar documents

7.1 The vendor shall provide the purchaser with instructions on the operation and maintenance of the deliverables on paper or in electronic form.

7.2 Certificates attesting to the materials, quality and safety of the deliverables constitute a substantial and integral part of the purchase, and the vendor shall provide them without being called upon to do so. Missing or deficient certificates, whether relating to

materials and quality or not, entitle the purchaser to decline to accept the deliverables.

#### **8. Delivery note**

8.1 Every delivery must be accompanied by a detailed delivery note. If it is missing, it must be sent immediately to the purchaser by post, fax or e-mail.

#### **9. Transportation and insurance costs**

9.1 Transportation and insurance costs shall be met by the vendor.

9.2 If delivery is carried out to an address other than the delivery address specified by the purchaser, the purchaser reserves the right to invoice the vendor for the additional costs incurred (especially postal charges) or to offset them.

#### **10. Customs duties**

10.1 Customs duties shall be met by the vendor.

#### **11. Transfer of benefit and risk**

11.1 The risk of the accidental loss (including destruction, uselessness or deterioration) of the deliverables to be supplied by the vendor prior to their delivery to the purchaser shall be borne by the vendor. The benefit and risk pass to the purchaser on delivery.

#### **12. Warranty of quality and fitness**

12.1 The vendor represents and warrants that its deliverables are free of all defects. The deliverables are defective if they fail to meet the agreed requirements or the requirements assumed by the purchaser according to the latest state of technology and in good faith.

12.2 The warranty period is 24 (twenty-four) months, beginning when the deliverables are accepted by the purchaser without reservation.

12.3 The purchaser is not subject to an inspection obligation. The purchaser may claim defects at any time during the warranty period.

12.4 In the event of defective deliverables, the purchaser has the option of (i) demanding rectification of the defect (rectification) or replacement delivery, (ii) demanding a reduction in the purchase price or (iii) withdrawing from the contract. The purchaser reserves the right to claim further damage.

12.5 Where deliverables have been remedied or replaced by the vendor under warranty, the warranty period restarts and again, the purchaser shall be entitled to all warranty rights as set out in this section 12.

#### **13. Warranty of title**

13.1 The vendor warrants that it is legally authorized and able to grant the purchaser those rights which it has granted to the purchaser under the contract.

13.2 The vendor hereby indemnifies the purchaser in respect of any impending or legally valid liability for breaches of the rights (including ownership and intellectual property rights) of third parties or other third-party claims (including claims under product liability), insofar as and to the extent that the breach of such third-party rights or claims is or was due to the possession or the use as intended of the deliverables provided by the vendor.

#### **14. Purchaser's documents**

14.1 The information, documents, materials and equipment made available by the purchaser for the purpose of the fulfilment of a contract remain in its ownership, may be used only for the fulfilment of the contract, and must be returned to the purchaser by the vendor on request without delay and in perfect condition at any time. On the termination of a contract the vendor shall return them to the purchaser without being called upon to do so.

#### **15. Confidentiality**

15.1 The parties undertake to maintain confidentiality with regard to all secrets of the other party, especially operating and business secrets, that are entrusted to them within the framework of a contract or of which they otherwise become aware and neither to make use of them nor pass them to third parties. The parties shall furthermore ensure that this confidentiality obligation is not breached by their partners, managers or other employees and auxiliaries. These undertakings remain in force for a period of 3 (three) years even after the termination of a contract.

#### **16. Protective provisions and code of conduct**

16.1 The vendor guarantees in particular to uphold the dignity and privacy rights of its employees, and shall ensure that legally correct and fair working conditions prevail and that regulations relating to working hours and days off are complied with at all times. The vendor shall ensure a safe working environment in accordance with international treaties, laws and norms (e.g. association norms) on health and safety in the workplace.

16.2 The vendor undertakes in particular to comply strictly with all relevant international treaties, laws and norms (e.g. association norms) against exploitation and discrimination. It shall not tolerate any form of forced or child labour, illicit employment or tax-avoidance practices within its own organisation or on the part of its contractual partners, direct or indirect suppliers, producers or service providers.

16.3 The vendor condemns in particular all forms of corruption, bribery and money laundering and undertakes not to tolerate such practices within its own organisation or on the part of its contractual partners, direct or indirect suppliers, producers or service providers.

16.4 The vendor undertakes in particular to comply with statutory data protection regulations and any data protection provisions of the purchaser.

16.5 The vendor guarantees in particular compliance with any export restrictions and import regulations from the place of origin to the place of fulfilment in accordance with the contract. The vendor informs the purchaser in writing about any export restrictions of the country of origin.

#### **17. Inception of a contract and termination of continuing obligations or apportioned contracts (part-deliveries)**

17.1 A contract enters into effect upon its conclusion and terminates with its fulfilment.

- 17.2 A continuing obligation or an apportioned contract (part-delivery) can be terminated at any time by giving 3 (three) months' notice expiring at the end of a month.
- 17.3 A contract can be terminated without notice, subject to any claim for damages, if:
- 17.3.1 one of the parties breaches one or more of its obligations under these GTC for purchase or a contract and fails to rectify the breach within 30 (thirty) calendar days of being called upon in writing to do so or
- 17.3.2 insolvency proceedings are initiated with regard to the relevant party or it is granted a moratorium or it enters into an out-of-court composition agreement with its creditors.

## 18. **Final provisions**

- 18.1 Correspondence, invoices etc. from the vendor must cite the order number specified by the purchaser in the contract or the order.
- 18.2 The use of business relations with the purchaser or its business names and distinguishing marks for promotional purposes by the vendor requires the purchaser's prior written consent.
- 18.3 The vendor is not entitled to assign its rights and obligations under a contract to a third party without the purchaser's prior written consent.
- 18.4 The vendor is not entitled to offset its receivables.
- 18.5 These GTC for purchase and all contracts are subject to **Swiss law**. The UN Convention on contracts for the International Sale of Goods is excluded.
- 18.6 The **sole venue** for disputes in connection with these GTC for purchase and/or the contracts is determined as follows:
- **Head office:** Schweizerische Radio- und Fernsehgesellschaft, in **Bern**
  - **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 **Zurich**
    - RSI Radiotelevisione svizzera di lingua italiana, succursale della Società svizzera di radiotelevisione, in **Lugano**
    - RTR Radiotelevision Svizra Rumantscha, succursala da la Societad svizra da radio e televisiun, in **Chur**
    - SWI swissinfo.ch, Zweigniederlassung der Schweizerischen Radio- und Fernsehgesellschaft, in **Bern**
  - **Subsidiaries:**
    - technology and production center switzerland ag, in **Zurich**
    - SWISS TXT AG, in **Biel/Bienne**
    - TELVETIA S.A., in **Bern**
    - MCDT AG, in **Zurich**
    - mxlab ag, in **Bern**

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