

GENERAL TERMS AND CONDITIONS FOR CONTRACTS FOR WORK

1. **Scope**

1.1 The following general terms and conditions for contracts for work/work and materials ("GTC for work") govern the contractual relationship between Schweizerische Radio- und Fernsehgesellschaft and all its branch offices and subsidiaries (the "customer") and the supplier (the "contractor") with regard to the production and delivery of a work (contract for work according to Art. 363 et seq. Swiss Code of Obligations (CO)):

- **Head office:** Schweizerische Radio- und Fernsehgesellschaft (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 Radiotelevisioni 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 contractor's general or contractual terms and conditions is hereby expressly excluded.

1.3 The mutual obligations between the parties are agreed the parties are agreed in accordance with section 2.1 and these GTC for contracts for work constitute an integral component of this contractual relationship (the "contract").

1.4 In the event of contradictions between these GTC for contracts for work 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 customer's ordering platform).

3. **Remuneration**

3.1 The customer shall owe the contractor 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 contractor.

3.2 The remuneration payable by the customer for the contractor's deliverables shall be shown in the contractor's tender or in the contract in accordance with the customer's instructions as a fixed price, a price cap or at cost. In the absence of any instructions from the customer a price cap shall apply.

3.3 If daily rather than hourly rates are quoted, one person-day shall be deemed to last 8 (eight) hours. Parts of days are invoiced pro rata. No surcharges shall be payable unless they have been specially agreed.

3.4 Expenses such as travel, subsistence and accommodation costs incurred in connection with the providing of deliverables included in the contract prices.

3.5 Working hours figuring in the contract consist only of actual deployment time not including journey time.

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

4. **Invoices and payment terms**

4.1 Invoicing takes place after the deliverables have been accepted on the basis of work reports initialled weekly by the customer.

4.2 Invoices shall be paid by the customer within 30 (thirty) calendar days of receipt. Incomplete and/or deficient deliverables entitle the customer 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 customer. If the customer has specified no place of fulfilment, it shall be deemed to be the customer's registered office.

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

6. **Documentation**

6.1 At the time of delivery, the contractor shall provide the customer with fully copyable documentation in the agreed languages, either on paper or in electronic form, consisting of instructions for operation and maintenance.

7. **Involvement of third parties**

7.1 The contractor must obtain the customer's prior written approval of any third parties whom it proposes to deploy. Such approval shall not be refused without

good cause. The contractor shall impose its own contractual obligations on third parties.

8. Security provisions

8.1 If the contractor provides its deliverables on the customer's premises, it shall comply with the customer's instructions, security provisions and house rules.

9. Transportation and insurance costs and customs duties

9.1 Transportation and insurance costs and customs duties shall be met by the customer.

10. Transfer of risk

10.1 The risk of the accidental loss (including destruction, uselessness or deterioration) of the deliverables by the contractor or of a material necessary for delivery prior to acceptance shall be borne by the contractor.

11. Acceptance testing and acceptance

11.1 The contractor undertakes to release for acceptance only deliverables that it has already tested (acceptance of partial deliverables or final acceptance of the entire work) ("acceptance readiness").

11.2 The customer shall subject the deliverables of the contractor to an acceptance test. The purpose of acceptance is to establish whether the services and functions exhibit the characteristics agreed between the parties and the characteristics that the customer is entitled to expect according to the latest state of technology and in good faith. Partial acceptance is subject to the final acceptance of the entire work. Starting the operation does not constitute acceptance.

11.3 An acceptance test is deemed to have been successfully completed if no significant defects or only insignificant defects are identified. If significant defects are identified, the customer can refuse acceptance. The parties prepare an acceptance report in all cases.

11.4 Significant defects are deviations from the contractual requirements and functions that prevent or seriously impair the use by the customer as intended of the items concerned. Insignificant defects are all deviations that do not constitute significant defects. The contractual deliverables are deemed to be significantly defective if the rectification of individual defects that are not in themselves significant takes a total of more than 10 (ten) working days, and if they exhibit 10 (ten) or more individual insignificant defects.

11.5 The contractor shall at its own expense rectify defects identified in an acceptance test within a reasonable period, specified by the customer, from the date of the acceptance report. If significant defects are identified in an acceptance test, the customer can conduct a second acceptance test once the defects have been rectified by the contractor.

11.6 If defects are identified in the second acceptance test, whether significant or not, the customer has the option of (i) demanding the contractor to rectify the defects identified at its own expense within a period specified by the customer (rectification; if the defect can only be rectified by replacing the defective deliverable, the right of rectification also includes the right to replacement), (ii) having the defects rectified by a third party

or rectifying them itself at the contractor's expense or (iii) withdrawing from the contract. If defect rectification fails, the customer's entitlement to all warranty rights is renewed. The customer reserves the right to claim further damage.

12. Warranty of quality and fitness

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

12.2 The warranty period is 24 (twenty-four) months, beginning when the entire work is finally accepted by the customer.

12.3 The customer is not subject to an inspection obligation. The customer can make a claim in respect of defects at any time during the warranty period.

12.4 If the deliverables provided by the contractor exhibit defects, the customer has the option of (i) demanding the contractor to rectify the defects identified within a period specified by the customer (rectification; if the defect can only be rectified by replacing the defective deliverable, the right of rectification also includes the right to replacement), (ii) appropriately reducing the remuneration due in respect of the defective deliverable, (iii) having the defects rectified by a third party or rectifying them itself at the contractor's expense or (iv) withdrawing from the contract. The customer reserves the right to claim further damage.

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

13. Warranty of title

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

13.2 The contractor indemnifies the customer 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 contractor.

14. Property and usage rights

14.1 The information, documents, materials and equipment made available by the customer 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 customer by the contractor on request without delay and in perfect condition at any time. On the termination of the contract, the contractor shall return them to the customer without being called upon to do so.

14.2 All rights (including rights of ownership and/or commercial protective rights) to any results created by the

contractor in the course of the providing of the deliverables (including but not limited to inventions, designs, know-how, programmes, documentation, reports, plans, drawings or calculations) shall be deemed to have been transferred exclusively and in full to the customer. Compensation to the contractor over and above the total contractual remuneration for the transfer of such rights to the customer is excluded.

14.3 Both parties remain entitled to utilize and dispose of ideas, processes and methods that are not legally protected.

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. Insurance and hiring of services

16.1 The contractor provides its deliverables either as a legal entity or as a self-employed individual, and is not an employee of the customer. It confirms its sole responsibility for the insurance cover required by statute (especially accident/invalidity/health insurance, old age and survivors' insurance, disability insurance, liability insurance etc. or analogous insurance cover in the state where it is registered) and that it has paid the requisite premiums and any other amounts due in full. Were the relevant social insurance agency to call on the customer for additional payments, the customer is authorized to call on the contractor to pay half the social insurance contributions.

16.2 The contractor declares that it complying with the Bundesgesetz über die Arbeitsvermittlung und den Personalverleih (Arbeitsvermittlungsgesetz, AVG) and equivalent cantonal legislation whenever it applies. Should it breach such statutory regulations it shall be liable to pay the customer compensation for damages (including any fine).

17. Protective provisions and code of conduct

17.1 The contractor 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 contractor 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.

17.2 The contractor 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.

17.3 The contractor 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.

17.4 The contractor in particular undertakes to comply with statutory data protection regulations and any data protection provisions of the customer.

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

18. Entry into force and termination of contracts

18.1 A contract enters into effect upon its conclusion.

18.2 The contract terminates on its fulfilment or expiry or on legal grounds specific to the contract.

18.3 A contract can be terminated without notice, subject to any claim for damages, if:

18.3.1 one of the parties breaches one or more of its obligations under these GTC for contracts for work or a contract and fails to rectify the breach within 30 (thirty) calendar days of being called upon in writing to do so or

18.3.2 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.

19. Final provisions

19.1 Correspondence, invoices etc. from the contractor must cite the order number specified by the customer in the contract or the order.

19.2 The use of business relations with the customer or its business names and distinguishing marks for promotional purposes by the contractor requires the customer's prior written consent.

19.3 The contractor is not entitled to assign its rights and obligations under a contract to a third party without the customer's prior written consent.

19.4 The contractor is not entitled to offset its claims.

19.5 These GTC for contracts for work and all contracts are subject to **Swiss law**. The UN Convention on contracts for the International Sale of Goods is excluded.

19.6 The **sole venue** for disputes in connection with these GTC contracts for work 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 television, 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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