



## INVITATION TO TENDER FOR SOLE SUPPLY CONTRACT

The objective is to select an exclusive supplier of tyres whose task it will be to ensure the production and delivery of the tyres to the competitors in the 2017, 2018 and 2019 FIA Formula One World Championship (hereafter “the Championship”).

Interested parties are hereby invited to tender to become the single supplier of tyres to the competitors in the Championship by submitting a proposal complying with the following procedure.

This tendering procedure will consist of three main phases:

- 1) The FIA will identify potential single suppliers on the basis of technical and safety requirements. The tenderers are therefore invited to confirm and demonstrate by filling in the form below (and providing all relevant documents) that they are capable of meeting the requirements set out below.
- 2) All tenders that meet the FIA’s technical and safety requirements (Approved Bidders) shall then be submitted to the commercial rights holder of the Championship which will conduct commercial negotiations with each Approved Bidder and make the final selection of the entity it proposes to be appointed by the FIA.
- 3) The FIA shall officially appoint the single supplier and contract with it in connection with the basis on which it will supply the competitors and any sporting considerations. The commercial rights holder of the Championship shall be solely entitled to contract with the appointed single supplier concerning any rights of association with the Championship to be conferred on the Single Supplier.

The FIA reserves the right to make amendments to this invitation to tender at any time and to issue a new invitation to tender.

The timeline of **phase 1** of this tendering procedure is the following:

Publication of invitation to tender:	19 May 2015
<b>Tender submission date:</b>	<b>17 June 2015</b>
Opening date:	18 June 2015
Decision as to the compliance with the technical and safety requirements:	17 July 2015

The timelines applicable to phases 2 and 3 will be available after the completion of phase 1.

**PHASE 1**

Form to be sent in a closed and sealed envelope to Maître Jaquier, Huissier de Justice, (6 Place des Eaux-Vives - 1207 Geneva – Switzerland or by fax to +41 22 8495940) with each page of the document initialled (and providing all relevant documents) by any tyre manufacturer interested in supplying the tyres in the 2017, 2018 and 2019 FIA Formula One World Championship.

We, the undersigned .....  
are prepared to supply tyres respecting all the conditions set out below in the 2017, 2018 and 2019 FIA Formula One World Championship.

[It should be noted that, whilst the wheel diameter is currently set at 13”, this should not preclude an increase in diameter if the tyre manufacturer feels there may be advantages to the COMPETITORS by doing so. Full details should be provided].

The tyres that we propose are:

.....  
.....  
.....  
.....

The technical information regarding these tyres is appended hereto.

Provided that our tender is selected by the FIA after the completion of phases 1, 2 and 3, we undertake to enter into a contract with the FIA on substantially the terms and conditions stated in the present document as well as an agreement to comply with all sporting, technical and any other regulations applicable to the Championship.

Name:

Title:

Company:

In:

On:

Signature:

## **PART 1 - GENERAL CONDITIONS**

### **RECITALS**

- (A) The FIA is the sole body governing international motor sport and is recognised by its members as the sole authority having the sporting power with the right to organise international FIA championships, including the CHAMPIONSHIP.
- (B) The FIA has an absolute obligation conferred on it by its members to safeguard its authority over all safety, sporting, technical and disciplinary matters relating to the CHAMPIONSHIP, as well as traditional values.
- (C) The FIA is responsible for the publication of the GOVERNING RULES.
- (D) The FIA has determined that the interests of the CHAMPIONSHIP require that a single supplier of the PRODUCT should be appointed for a limited term.
- (E) It is intended that the FIA and the PROVIDER will enter into this CONTRACT pursuant to which the PROVIDER will be appointed as the sole supplier of PRODUCT to the CHAMPIONSHIP for the term set out herein.

### **1. APPOINTMENT AND SUPPLY**

- 1.1 The FIA hereby appoints the PROVIDER to be the exclusive supplier of the PRODUCT to the COMPETITORS for the CHAMPIONSHIP and the PROVIDER hereby accepts this appointment and agrees to supply the PRODUCT to the COMPETITORS for the CHAMPIONSHIP in accordance with the terms of this CONTRACT.
- 1.2 Following from its appointment, the PROVIDER shall enter into a SUPPLY AGREEMENT with each COMPETITOR setting out the terms upon which the PRODUCT shall be supplied.
- 1.3 The PRODUCT that is supplied by the PROVIDER to the COMPETITORS shall be compliant with the TECHNICAL REGULATIONS and the technical specifications.

### **2. RELATIONS BETWEEN THE PROVIDER AND THE COMPETITORS**

- 2.1 The PROVIDER shall treat all COMPETITORS in accordance with the PRINCIPLES OF SPORTING EQUALITY.
- 2.2 The PROVIDER shall supply the PRODUCT to all COMPETITORS on equivalent terms. It shall enter into a standard SUPPLY AGREEMENT with each COMPETITOR.
- 2.3 All SUPPLY AGREEMENTS shall be fully compliant with the PRINCIPLES OF SPORTING EQUALITY, the CONTRACT, the SPORTING REGULATIONS and the TECHNICAL REGULATIONS.
- 2.4 If requested by the FIA, the PROVIDER shall supply a copy of each SUPPLY AGREEMENT in order to demonstrate that the PRINCIPLES OF SPORTING EQUALITY are maintained. With respect to the FIA, the PROVIDER hereby waives and confirms that it shall not assert or seek to rely on any confidentiality provision in any SUPPLY AGREEMENT or other agreement relevant to the supply of the PRODUCT to prevent

the FIA from reviewing relevant agreements or carrying out its regulatory functions (including ensuring that the PRINCIPLES OF SPORTING EQUALITY are maintained).

### **3. LIABILITY**

3.1 Without prejudice to the FIA's other rights, the PROVIDER shall indemnify and hold harmless the FIA from and against all reasonably foreseeable losses incurred by the FIA as a direct result of the PROVIDER's:

- (a) failure to supply the PRODUCT of the requisite quantity;
- (b) failure to supply the PRODUCT of the requisite quality; and
- (c) negligence in the supply of the PRODUCT.

3.2 The PROVIDER represents and warrants that it is in a position to meet any liability that may arise under clause 3.1 of this CONTRACT and hereby covenants to maintain such position for the period of time during which the PROVIDER may be liable.

### **4. WARRANTIES**

4.1 The PROVIDER represents and warrants that it has full power and authority to enter into and fully perform its obligations under the CONTRACT and the provisions of the CONTRACT, when executed, will constitute valid and binding obligations on the PROVIDER in accordance with its terms. The PROVIDER also represents and warrants that it has full power and authority to enter into and fully perform its obligations under the SUPPLY AGREEMENTS when executed.

4.2 The FIA represents and warrants that it has full power and authority to enter into and fully perform its obligations under the CONTRACT and the provisions of the CONTRACT, when executed, will constitute valid and binding obligations on the FIA in accordance with its terms.

### **5. TERMINATION**

5.1 Notwithstanding any other provision hereof, either party may terminate the CONTRACT with immediate effect by written notice to the other if any of the following events occur:

- (a) the other party has committed a material breach of the CONTRACT which is not capable of remedy or, if remediable, has not remedied it within 30 days of the non-breaching party's written notice requiring the default to be remedied (for the avoidance of doubt, a breach by the PROVIDER of any of GENERAL CONDITIONS 1.2, 1.3, 2, 3 and 4.1 and any of SPECIAL CONDITIONS is acknowledged by the parties to be a material breach);
- (b) steps (including any steps analogous to those following) have been taken to wind up the other party or to place the other party into administration or to have a receiver appointed over any of its assets, other than as part of a scheme of solvent reconstruction or amalgamation; or
- (c) the other party shall cease or threaten to cease carrying on business or the other party shall make any composition or arrangement with its creditors or

become subject to any other insolvency process or proceeding (other than as part of a scheme of solvent reconstruction or amalgamation) or have all or any of its assets or undertakings seized by a government or governmental agency or authority (including any acts analogous to the above).

## **6. GOVERNING RULES**

- 6.1 The GOVERNING RULES constitute the legal, administrative and technical framework of the CHAMPIONSHIP and the conditions set forth therein shall have binding force and prevail among the parties to the CONTRACT.
- 6.2 The CONTRACT shall in principle be interpreted in a manner that gives effect to the provisions of the GOVERNING RULES, the intention of the parties being to construe the provisions of the CONTRACT in the context of the more general framework of the GOVERNING RULES.
- 6.3 The PROVIDER acknowledges that the technical specifications and GOVERNING RULES are subject to amendment from time to time. The PROVIDER will be responsible (at its own cost) for all research and development associated with the manufacture of the PRODUCT, including the making of any changes to the PRODUCT to be supplied pursuant to the CONTRACT that may be necessitated by any amendment to the technical specifications or the GOVERNING RULES.
- 6.4 The PROVIDER acknowledges that the FIA may take decisions regarding the supply of the PRODUCT, this CONTRACT and any obligations accruing from the GOVERNING RULES through whatever structure it deems appropriate, including through its disciplinary structures. The PROVIDER shall not challenge the competence of the disciplinary body acting in accordance with the GOVERNING RULES.

## **7. GOVERNING LAW AND LANGUAGE**

- 7.1 The language that shall prevail for the interpretation of the CONTRACT shall be English and the CONTRACT and all documents connected with the CONTRACT shall be written in English. In the event of any conflict between the language of the CONTRACT and any translation thereof, the language of the CONTRACT shall prevail. In the event of any conflict between the language of any document connected with the CONTRACT and any translation thereof, the language of the document connected with the CONTRACT shall prevail.
- 7.2 The governing law of the CONTRACT shall be French law.
- 7.3 The Tribunal de Grande Instance de Paris, France, shall have sole jurisdiction to settle any dispute that may arise between the FIA and the PROVIDER in connection with the CONTRACT, subject at all times to the provisions of clause 6.4.
- 7.4 The PROVIDER undertakes to strictly respect the Statutes and Code of Ethics of the FIA as well as the GOVERNING RULES. The PROVIDER hereby agrees to be subject to the internal judicial and disciplinary bodies of the FIA.
- 7.5 Each party undertakes to the other party that in the exercise of its rights and performance of its obligations under this CONTRACT, it shall comply with all applicable laws, including without limitation all applicable laws relating to anti-corruption measures. In particular and in accordance with such laws, each party

undertakes to abstain (and to cause its directors, employees and officers to abstain) from corruptly, directly or indirectly, offering, promising, giving, paying or accepting any Public Official's request for a gift, or authorising anyone to give or pay, directly or indirectly, any sums, other benefits or advantages or anything of value to or for a Public Official.

For the purpose of this clause:

"Public Official" shall mean (i) anyone who performs public functions in a legislative judicial or administrative capacity; (ii) anyone acting in an official capacity for or on behalf of a Public Body; (iii) anyone in charge of providing a public service; or (iv) any other person, individual or entity at the suggestion, request or instruction or for the benefit of any of the persons or entities referred into (i) to (iii) above; and

"Public Body" shall mean (i) a supranational, national, regional or local government, (ii) an agency, department or instrumentality of a supranational, national, regional or government-participated company, and/or (iv) a public international organisation.

## **8. GENERAL**

- 8.1 Nothing in the CONTRACT guarantees or shall be construed as guaranteeing, the solvency of a COMPETITOR. The FIA is not responsible for ensuring that the COMPETITORS satisfy the terms of the SUPPLY AGREEMENTS and the FIA shall not be liable for a failure by any COMPETITOR to satisfy the terms of a SUPPLY AGREEMENT.
- 8.2 No delay or omission or failure to exercise any right or remedy provided herein shall be deemed to be a waiver thereof.
- 8.3 The CONTRACT shall be binding on and enure to the benefit of the parties and their respective successors and permitted assigns. The PROVIDER shall not be entitled to assign or sub-contract its rights or obligations under the CONTRACT in whole or in part without the prior written consent of the FIA.
- 8.4 Any notice to be given under the CONTRACT shall be given in writing delivered to the other party by any one or more of the following methods:
- (a) personal delivery to one of its corporate officers, in which case notice shall be treated as having been given at the time of such personal delivery;
  - (b) first class registered post or courier delivery service (such as DHL or UPS) to the address mentioned above (or such other address as may be notified to the other party in writing from time to time), in which case notice shall be treated as having been given on the date of actual receipt at that address (or on the next local business day if delivered on a local non-business day or after 4.00 p.m. local time on a local business day), which shall rebuttably be presumed to be the second local business day after posting; or
  - (c) facsimile to the numbers below (or such other facsimile number as may be notified to the other party in writing from time to time), in which case notice shall be treated as having been received at the time of actual receipt (or on the next local business day if delivered on a local non-business day or

after 4.00 p.m. local time on a local business day) and rebuttably be presumed to have been duly received at the time indicated on the automatic acknowledgement transmitted by the recipient fax machine:

PROVIDER: [•]

FIA: [•]

- 8.5 Any variations of the CONTRACT shall be ineffective unless agreed in writing and signed by the parties.
- 8.6 If any term, provision or condition of the CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable such invalidity, voidness or unenforceability shall not invalidate the remainder of the CONTRACT, all of which shall remain in full force and effect.
- 8.7 The CONTRACT may be executed in any number of counterparts (whether original or facsimile counterparts) and upon due execution of all such counterparts by all parties, each counterpart shall be deemed to be an original hereof.
- 8.8 GENERAL CONDITIONS 3, 7 and 8 shall survive expiry or termination of the CONTRACT for any reason (but shall terminate at the time expressly provided in the relevant GENERAL CONDITION, if any).

## **PART 2 - SPECIAL CONDITIONS**

### **1. SUPPLY OF THE PRODUCT**

1.1 The PROVIDER will supply to each of the COMPETITORS:

- (i) All of the PRODUCTS needed for participation at each COMPETITION. Sufficient quantities (calculated by reference to the maximum number that each COMPETITOR is permitted to use under the SPORTING AND TECHNICAL REGULATIONS) must be made available to COMPETITORS at COMPETITIONS and PRODUCTS that are not used at COMPETITIONS must be collected by the PROVIDER at the end of the COMPETITION;
- (ii) A maximum of 110 (one hundred and ten) sets of new PRODUCTS per calendar year for OFFICIAL TESTING.
- (iii) A maximum of 12 (twelve) sets of new PRODUCTS per calendar year for wind-tunnel testing. The PRODUCTS for wind tunnel testing will be made available to the COMPETITORS in either 50% or 60% scale.
- (iv) 5 sets of PRODUCTS suitable for rig testing to each COMPETITOR per calendar year. These PRODUCTS must be an accurate representation of the rolling dry tyre dynamic characteristics. In the event that the construction of this PRODUCT is modified, the PROVIDER will make available up to a further 5 sets of the new specification PRODUCT to the COMPETITORS in exchange for return of the old specification PRODUCT;
- (v) 10 sets of PRODUCTS suitable for promotional events to each COMPETITOR per calendar year;
- (vi) 5 sets of PRODUCTS suitable for use as travel tyres to each COMPETITOR per calendar year. These must be unsuitable for use on a circuit or a test rig.
- (vii) 2 sets of prototype PRODUCTS before the deadline established at Article 2.1 below;
- (viii) A reasonable number of PRODUCTS for show cars. These must be unsuitable for use on a circuit or a test rig.

1.2 The PROVIDER will not supply any additional PRODUCTS to any COMPETITORS during the period of the CONTRACT.

1.3 The PROVIDER agrees to abide by whatever instructions or directions the FIA may give in relation to the supply.

### **2. PRODUCTION DATES AND DELIVERY AT COMPETITIONS**

2.1 The PROVIDER must make available to each COMPETITOR, no later than 1 December 2016, two prototype sets of PRODUCTS which will (unless specifically agreed with the FIA) be identical in all material respects to the PRODUCTS that will be supplied for use in the 2017 CHAMPIONSHIP.



- 2.2 The first issue of wind tunnel PRODUCT will be supplied to the COMPETITORS by 1 January 2016. As the specification for 2017 matures, second, third and fourth updates will be required on 30 April, 30 July and 30 November 2016.

In 2018 and 2019, updates will be required on 30 July and 30 November of the year in question. If a wind tunnel PRODUCT is updated within a given calendar year then the PROVIDER will make available up to a further 12 sets of the new specification PRODUCT to the COMPETITORS in exchange for return of the old specification PRODUCT. All wind tunnel PRODUCT supplied to the COMPETITORS must be returned to the MANUFACTURER by 31<sup>st</sup> December 2019.

- 2.3 The PROVIDER shall make the first PRODUCT for rig testing available on 1<sup>st</sup> January 2016. New specification PRODUCT for rig testing will be made available at the latest on 1<sup>st</sup> January in each of the calendar years of the CONTRACT. All PRODUCTS for rig testing supplied to the COMPETITORS must be returned to the PROVIDER by 31<sup>st</sup> December 2019.
- 2.4 The PRODUCTS for the 2017 CHAMPIONSHIP must be available to the COMPETITORS for OFFICIAL TESTING in November 2016 at the latest.
- 2.5 The PROVIDER undertakes to respect any other deadline that the FIA would fix within the framework of production or delivery of the PRODUCT.
- 2.6 The PROVIDER shall ensure the transportation and delivery of the PRODUCT to the site of each COMPETITION and, when required, OFFICIAL TESTING and shall provide all necessary personnel and equipment at each COMPETITION and, when required, OFFICIAL TESTING to distribute (fit and service) such PRODUCT to the COMPETITORS.
- 2.7 The PROVIDER shall install one PRODUCT distribution centre within the precincts of the circuit at each COMPETITION and, when required, OFFICIAL TESTING. The PROVIDER shall ensure that each COMPETITOR shall have access to such distribution centre in accordance with the SPORTING REGULATIONS and TECHNICAL REGULATIONS and the PRINCIPLES OF SPORTING EQUALITY.
- 2.8 The PROVIDER will be required to be present and ready to fit PRODUCTS by 9.00 am on the day before the first practice day and remain available to do so throughout each COMPETITION.
- 2.9 The PROVIDER shall ensure that representatives of the PROVIDER are present on-site throughout the duration of each COMPETITION and, in addition, shall ensure that there shall be at least one appropriately qualified and senior representative of the PROVIDER available on-site throughout the duration of each COMPETITION.

### **3. TECHNICAL CONDITIONS**

- 3.1 The PROVIDER shall supply PRODUCTS that are in conformity with the SPORTING AND TECHNICAL REGULATIONS (in particular Articles 25 of the former and Article 12 of the latter), save that the FIA reserves the right to waive the requirement for the PROVIDER to provide two specifications of dry-weather PRODUCT (Article 25.1) and allow the PROVIDER to provide one specification of dry-weather PRODUCT only.

- 3.2 Before starting production, the PROVIDER shall submit a detailed technical study to the FIA ENGINEER for written approval and possible modifications according to the observations of the FIA ENGINEER. In the event that an amendment is made to the TECHNICAL REGULATIONS that requires an amendment to the PRODUCT supplied pursuant to the CONTRACT, the PROVIDER shall provide to the FIA a detailed technical study to be supplied pursuant to the CONTRACT to take account of such amendment.
- 3.3 All PRODUCTS provided by the PROVIDER for a given calendar year of the CONTRACT will be of the same construction, but will be available in up to four different compounds, as agreed in writing with the FIA.
- 3.4 Subject to any FIA waiver (see Article 3.1 above), the PROVIDER will make available a maximum of two compound specifications at each COMPETITION.
- 3.5 The compound(s) chosen for a given COMPETITION will be proposed by the PROVIDER and previously agreed in writing by the FIA.
- 3.6 The PROVIDER may not make any change to the specification of the PRODUCTS during the CONTRACT without the express written agreement of the FIA.
- 3.7 The PROVIDER will, to the extent possible, ensure that all PRODUCTS of a given compound are of the same quality and composition and that the performance of PRODUCTS of a given compound remains consistent at all times.
- 3.8 The PROVIDER will liaise closely with the FIA on PRODUCT performance and make such adjustments as the FIA may require in order to keep car performance, particularly cornering speeds, within acceptable limits.
- 3.9 The PROVIDER will make available to all COMPETITORS, on an equal basis, a centralised pool of Research and Development (R&D) Engineers that can answer technical questions raised by the COMPETITORS away from the track environment. If a question can only be answered by commissioning new experimentation or research then the answer must be shared with all COMPETITORS.
- 3.10 The PROVIDER will convene a regular Tyre Working Group meeting comprising a representative from each COMPETITOR and selected technical staff of the PROVIDER. This Working Group will meet every three months starting from [August 2015, date to be confirmed]. The PROVIDER will be responsible for managing the agenda of the meeting and distribution of agreements and actions arising from the meeting. The FIA will be invited to attend the meetings.
- 3.11 The PROVIDER will convene a regular Wind Tunnel Tyre Working Group meeting comprising a representative from each COMPETITOR and selected technical staff of the PROVIDER. This Working Group will meet every six months starting from [August 2015 date to be confirmed]. The PROVIDER will be responsible for managing the agenda of the meeting and distribution of agreements and actions arising from the meeting. The FIA will be invited to attend the meetings.
- 3.12 The COMPETITORS will supply the PROVIDER with agreed car and simulation data to enable appropriate PRODUCT for wind tunnel and track use to be specified and designed. This data exchange will be specified and executed during the Working Group meetings in Article 3.10 and 3.11 above.

- 3.13 The PROVIDER will develop and supply to the COMPETITORS a Finite Element stress model to reflect the deformed shape of the PRODUCT under loading, including sidewall and contact patch shape. The first release will be by 1<sup>st</sup> January 2016. The PROVIDER will keep the model up to date with further releases as the PRODUCT evolves. As a minimum it is envisaged that there will be further releases in June and November 2016. The Tyre Working Group will be tasked with defining details on this model.
- 3.14 The PROVIDER will develop and supply to the COMPETITORS a thermo mechanical tyre grip model. The model should be suitable for running in a real-time environment such as a driver-in-the-loop simulator. The first model release is required at the end of 2015 and the model will be further developed through the first half of 2016. It is envisaged that a considerable part of this development will be done in close cooperation between the COMPETITORS and the PROVIDER. Further model releases will occur throughout the duration of the CONTRACT on a three-monthly basis in order to capture either PRODUCT or model development. Model and implementation details will be agreed by the Tyre Working Group and by the FIA.
- 3.15 All PRODUCTS supplied under the CONTRACT must be suitable for use at all times during the COMPETITION.
- 3.16 In addition to the models described in Articles 3.13 and 3.14, the PROVIDER will supply the FIA and each COMPETITOR with technical information on all available PRODUCTS, including at least:

**Block 1 – 1<sup>st</sup> draft Dec 2015**

- Static profile, contact patch shapes and dimensions when fitted and inflated at nominal pressure with no load,
- Static profile, contact patch shapes and dimensions when fitted and inflated at nominal pressure at static nominal load,
- Tyre profiles measured on flat track or rotating drum,
- Tyre weight and inertia (front and rear for dry / intermediate / wet),
- Loaded radius equations =fn (speed, Fx, Fy, Fz, inflation pressure, camber),
- Rolling radius equations =fn (speed, Fx, Fy, Fz, inflation pressure, camber),
- Force and moment tyre model – Pacejka format,
- Aligning torque.

**Block 2 – 1<sup>st</sup> draft March 2016**

- Tyre shape information at various loading conditions for design of floors, rear wing endplates...,
- Contact patch shape on a rolling tyre at different speeds, camber, pressure and loads,
- Tyre bead details and preferred rim widths to confirm wheel rim design,
- Tyre valve details,
- Camber range,
- Minimum and maximum inner pressure,
- Compound data. Static and dynamic grip curves at different sliding speeds and temperatures for a base compound.

**Block 3 – 1<sup>st</sup> draft June 2016**

- Rolling resistance as function of load and speed,

- Non-rolling tyre spring rate and damping over a range of vertical load and drive frequencies,
- Longitudinal and transverse stiffness as a function of speed, vertical load and pressure,
- Relaxation length,
- Overturning moment,
- Compound Data. Qualitative comparison of compounds stiffnesses and working ranges.

3.17 The Preliminary technical information based on the above should be available no later than 1 August 2015 and should be made available to all COMPETITORS on an equal basis and in a timely fashion. It must then be regularly updated on three monthly intervals throughout the duration of the CONTRACT.

#### **4. OFFICIAL TESTING**

4.1 To facilitate OFFICIAL TESTING by COMPETITORS, the PROVIDER will be present at its own expense at all OFFICIAL TESTING days nominated by the FIA out of season, with all necessary personnel and equipment to fit and service PRODUCTS. Each set of PRODUCTS used by a COMPETITOR during this OFFICIAL TESTING will be deducted from the allowance of 110 sets per COMPETITOR. OFFICIAL TESTING will be at a maximum of two locations in any one week out of season. Locations will be specified by the FIA, but all will be within Europe.

4.2 The PROVIDER will treat all COMPETITORS equally with respect to anything which affects the performance of the cars.

### **PART 3 - DEFINITIONS**

The following terms shall be understood to have the following meanings for the purposes of the "CONTRACT".

- 1.1 CHAMPIONSHIP** means the 2017, 2018 and 2019 FIA Formula One World Championship.
- 1.2 COMPETITION** (referred to as EVENT in the FIA Formula One World Championship regulations) means any race forming part of the CHAMPIONSHIP and entered on the International Sporting Calendar of the FIA. A COMPETITION is deemed to commence at the scheduled time for scrutineering and sporting checks and includes all practice, qualifying and the race itself and ends at the expiry of the deadline for the lodging of a protest under the terms of the International Sporting Code.
- 1.3 COMPETITORS** means the racing teams that have been accepted by the FIA to take part in the CHAMPIONSHIP.
- 1.4 CONTRACT** means the GENERAL CONDITIONS, the SPECIAL CONDITIONS and the DEFINITIONS.
- 1.5 DEFINITIONS** means the definitions set out in this Part 3 of the CONTRACT.
- 1.6 FIA** means the Fédération Internationale de l'Automobile.
- 1.7 FIA ENGINEER** means the technician appointed by the FIA to carry out all technical checks and controls and to grant the necessary approval prior to the starting up of production.
- 1.8 GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.
- 1.9 GOVERNING RULES** means:
- (a) the International Sporting Code and the Appendices thereto;
  - (b) the SPORTING REGULATIONS; and
  - (c) the TECHNICAL REGULATIONS.
- 1.10 OFFICIAL TESTING** means tests as defined in and authorised by Article 22 of the SPORTING REGULATIONS.
- 1.11 PRINCIPLES OF SPORTING EQUALITY** means the equal treatment by the PROVIDER of all COMPETITORS with respect to:
- (a) anything which may affect the performance of the PRODUCT;
  - (b) the terms on which the PRODUCT is supplied;
  - (c) the support, access and information made available to COMPETITORS in relation to the PRODUCT; and
  - (d) any other matter which affects or may have an effect, however minor, on sporting performance.

- 1.12 PRODUCT** means tyre, as such word is described in the SPORTING REGULATIONS and TECHNICAL REGULATIONS.
- 1.13 PROVIDER** means [•].
- 1.14 PRODUCTION SITE** means the factory that will produce the PRODUCT supplied pursuant to the CONTRACT.
- 1.15 SPECIAL CONDITIONS** means the provisions contained in Part 2 of the CONTRACT.
- 1.16 SPORTING REGULATIONS** means the Sporting Regulations applicable to the CHAMPIONSHIP as published and amended by the FIA from time to time.
- 1.17 SUPPLY AGREEMENT (Appendix [•])** means any agreement, and all amendments thereto, between the PROVIDER and a COMPETITOR pursuant to which the PROVIDER shall supply the PRODUCT to the COMPETITOR.
- 1.18 TECHNICAL REGULATIONS** means the Technical Regulations applicable to the CHAMPIONSHIP as published and amended by the FIA from time to time.