

COMMISSION INTERNATIONALE DE KARTING - FIA

INVITATION TO TENDER FOR SOLE TYRE SUPPLY CONTRACT

A) TENDER SUMMARY AND ADDITIONAL TENDER REQUIREMENTS

The FIA's 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 2018 CIK-FIA Championships.

Interested parties are hereby invited to tender to become the exclusive supplier of tyres to the competitors in the 2018 CIK-FIA Championships.

The selected tenderer will be invited to enter into a contract with the FIA that will establish the terms of the tenderer's appointment as exclusive supplier. The exclusive supplier will supply the products directly to the teams (not to the FIA) under terms and conditions to be agreed.

Bids must be submitted in accordance with the "Invitation to tender for sole supply contract – tendering instructions" available on the FIA's website www.fia.com, **apart from Article 1.1.8 which will not apply to this specific procedure.**

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

Publication of invitation to tender:	25 October 2017
Tender submission date:	22 November 2017
Opening date:	23 November 2017
Notification of decision:	6 December 2017

Additional Tender Requirements:

1) Tenderers may limit their offer to one or more of the five (5) categories of CHAMPIONSHIPS defined in "PART 3 - DEFINITIONS" below. The FIA reserves the right to select different PROVIDERS for each of the categories of the CHAMPIONSHIPS. One PROVIDER may be selected for a maximum of two (2) categories of CHAMPIONSHIPS in relation to the Categories I, II, III and IV.

2) Among other criteria, the CIK-FIA will consider the performance of the product in relation to the specific category.

3) Pricing of the tyres

The price per set of tyres (**inclusive of all taxes and charges**) may not exceed €185 for "slick tyres" and "wet weather tyres" in the following four categories:

Category I (CIK homologated slick tyres, category "Prime"):

- The CIK-FIA World Championship;
- The CIK-FIA European Championship.

Category II (CIK homologated slick tyres, category “Option”):

- The CIK-FIA World Junior Championship;
- The CIK-FIA European Junior Championship.

Category III (CIK homologated slick tyres, category “Prime”):

- The CIK-FIA European KZ2 Championship;
- The CIK-FIA International KZ2 Super Cup.

Category IV:

- The CIK-FIA World KZ Championship, the CIK-FIA European KZ Championship (CIK homologated slick tyres, category “Prime”);
- The CIK-FIA Karting Academy Trophy (CIK homologated slick tyres, category “Option”).

Category V:

- The CIK-FIA Endurance Championship, (the tyres to be supplied shall be apt for a 24 hour competition for the senior categories with homologated ‘OK’ engines. It must be possible for each COMPETITOR to run the 24-hour competition of the 2018 CIK-FIA Endurance Championship in Le Mans (FRA) with a maximum 6 sets of slick tyres.).

4) Marketing Rights

4.1) In order to be granted Marketing Rights, the tenderer is invited to:

- propose a financial contribution that should amount to **at least €40,000** for each of the following two categories:

Category I:

- The CIK-FIA World Championship and the CIK-FIA European Championship.

Category III:

- The CIK-FIA European KZ2 Championship;
- The CIK-FIA International KZ2 Super Cup.

- propose a financial contribution that should amount to **at least €40,000** for the following category:

Category II:

- The CIK-FIA World Junior Championship;
- The CIK-FIA European Junior Championship.

- propose a financial contribution that should amount to **at least €30,000** for the following category (two thirds of the amount proposed would concern rights related to the CIK-FIA World KZ Championship and the CIK-FIA European KZ Championship while the remainder would be linked to the CIK-FIA Karting Academy Trophy):

Category IV:

- The CIK-FIA World KZ Championship, the CIK-FIA European KZ Championship;
- The CIK-FIA Karting Academy Trophy.

4.2) A detailed presentation of the Marketing Rights relating to the CIK-FIA World Championship, the CIK-FIA European Championship, the CIK-FIA World Junior Championship, the CIK-FIA European Junior Championship, the CIK-FIA World KZ Championship, the CIK-FIA European KZ Championship, the CIK-FIA European KZ2 Championship, the CIK-FIA International KZ2 Super Cup, the CIK-FIA Karting Academy Trophy and the CIK-FIA Endurance Championship,

is available, on request, at the following contact:

James HOUGH

Head of Corporate, Events and Championship Partnerships

jrough@fia.com

4.4) The Marketing Rights that may be allocated to the selected supplier(s) will be adjusted according to the financial contribution proposed for it.

4.5) The amount paid in exchange for the Marketing Rights will be used for the benefit of the CIK-FIA Championships.

5) Association Rights

Please do not refer to Article 1.1.8 of the "Invitation to tender for sole supply contract – tendering instructions", as such rights would constitute a part of the marketing rights that may be allocated within the framework of this invitation to tender.

B) DRAFT CONTRACT

DRAFT CONTRACT FOR SUPPLYING TYRES
IN THE 2018 CIK-FIA CHAMPIONSHIPS

BETWEEN

THE FEDERATION INTERNATIONALE DE L'AUTOMOBILE (FIA)

Place de la Concorde 8
75008 Paris,
France

hereinafter referred to as the "**FIA**"

ON THE ONE HAND,

AND

[•]

hereinafter referred to as the "**PROVIDER**"

ON THE OTHER HAND.

PART 1 - GENERAL CONDITIONS

RECITALS

- (A) The FIA's authority in relation to international motor sport has been recognised since 1904 when national automobile clubs came together to establish the FIA to provide, amongst other things, an international forum to regulate motor sport internationally.
- (B) 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.
- (C) 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 CHAMPIONSHIPS, as well as traditional values.
- (D) The FIA will continue the publication annually of the GOVERNING RULES.
- (E) The FIA has determined that the interests of the CHAMPIONSHIPS require that a single supplier of the PRODUCT should be appointed for a limited term.
- (F) 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 CHAMPIONSHIPS 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 CHAMPIONSHIPS and the PROVIDER hereby accepts this appointment and agrees to supply the PRODUCT to the COMPETITORS for the CHAMPIONSHIPS in accordance with the terms of this CONTRACT and the terms of the SUPPLY AGREEMENTS.
- 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 Separate from the SUPPLY AGREEMENT, the PROVIDER shall be free to enter into separate agreements with COMPETITORS, containing such commercial terms, including, for the avoidance of doubt, in relation to advertising, publicity and other promotional arrangements, as those parties may agree. However, any such arrangements must not compromise the PRINCIPLES OF SPORTING EQUALITY, or be contrary to the SUPPLY AGREEMENT entered into with all COMPETITORS. In particular, the conclusion of any supplemental arrangement must in no way confer any sporting advantage upon one COMPETITOR over another.
- 2.5 Each SUPPLY AGREEMENT requiring a COMPETITOR to purchase the PRODUCT for use at more than one COMPETITION shall include a clause permitting the COMPETITOR and/or PROVIDER to terminate the SUPPLY AGREEMENT without a penalty of any kind in the event of expiry or earlier termination of the CONTRACT.
- 2.6 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).
- 2.7 The FIA may request amendments to a SUPPLY AGREEMENT if it considers that the SUPPLY AGREEMENT is not consistent or compatible with, or is otherwise contrary to, the PRINCIPLES OF SPORTING EQUALITY. For the avoidance of doubt, the PROVIDER's obligation to abide by the PRINCIPLES OF SPORTING EQUALITY shall not be limited or otherwise affected by the FIA's review of a SUPPLY AGREEMENT and/or a request for an amendment to be made.
- 2.8 In the event of uncertainty regarding whether any action taken or proposed to be taken by the PROVIDER may breach the PRINCIPLES OF SPORTING EQUALITY, the PROVIDER shall request guidance from the FIA, which shall make a determination in this regard. Where such a determination is made by the FIA, the PROVIDER's actions in complying with that determination shall be deemed to be in compliance with the PROVIDER's obligation in GENERAL CONDITION 2.1 to treat all COMPETITORS in accordance with the PRINCIPLES OF SPORTING EQUALITY.

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;
 - (c) negligence in the supply of the PRODUCT; and
 - (d) any other default 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 CHAMPIONSHIPS 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 an FIA 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.

- 7.4 Without any prejudice to Article 7.3 above, 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.

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

- 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 shall supply such quantity of the PRODUCT as is required for each COMPETITOR at each COMPETITION (see CHAMPIONSHIP draft calendar in **Appendix I**).
- 1.2 The PRODUCT supplied by the PROVIDER shall be of a strictly uniform quality throughout the duration of the CHAMPIONSHIP.
- 1.3 The FIA does not guarantee the PROVIDER a minimum quantity of the PRODUCT to be supplied.
- 1.4 The PROVIDER undertakes to supply for the KZ, KZ2 and direct drive engine classes (with OK engines) one type of “dry weather” PRODUCT that must be capable of covering a minimum of one hundred and fifty (150) kilometres during the same COMPETITION and one type of “wet weather” PRODUCT, respecting absolutely the performance and safety conditions stipulated in the TECHNICAL REGULATIONS.

The PROVIDER undertakes to supply for the Junior and the Academy classes one type of “dry weather” PRODUCT that must be capable of covering a minimum of two hundred and fifty (250) kilometres during the same COMPETITION and one type of “wet weather” PRODUCT, respecting absolutely the performance and safety conditions stipulated in the TECHNICAL REGULATIONS.

The PROVIDER undertakes to supply for the senior categories (with homologated ‘OK’ engines) one type of “dry weather” PRODUCT and one type of “wet weather” PRODUCT. Six sets of tyres must be capable of covering a minimum of 2000 kilometres during the same COMPETITION, respecting absolutely the performance and safety conditions.

- 1.5 The PROVIDER undertakes to supply 5 sets of slick tyres (3 sets for Free Practice; 2 sets for Qualifying Practice – Finals) for the following CIK-FIA Championships:
 - The CIK-FIA World Championship;
 - The CIK-FIA World KZ Championship;
 - The CIK-FIA International KZ2 Super Cup.

The PROVIDER undertakes to supply 4 sets of slick tyres (2 sets for Free Practice; 2 sets for Qualifying Practice – Finals) for the CIK-FIA World Junior Championship.

For the CIK-FIA European Championship, the CIK-FIA European KZ Championship and the CIK-FIA European KZ2 Championship, the PROVIDER undertakes to supply the following sets of “slick” PRODUCT:

- For the first CIK-FIA COMPETITION of the year a driver is entered in: 5 sets of slick tyres (3 sets for Free Practice; 2 sets for Qualifying Practice – Finals);
- For all other CIK-FIA COMPETITIONS of the year a driver participates in: 4 sets of slick tyres (2 sets for Free Practice; 2 sets for Qualifying Practice – Finals).

For the CIK-FIA European Junior Championship, the PROVIDER undertakes to supply the following sets of slick” PRODUCT:

- For the first CIK-FIA COMPETITION of the year a driver is entered in: 4 sets of slick tyres (2 sets for Free Practice; 2 sets for Qualifying Practice – Finals);
- For all other CIK-FIA COMPETITIONS of the year a driver participates in: 3 sets of slick tyres (1 set for Free Practice; 2 sets for Qualifying Practice – Finals).

For the CIK-FIA Karting Academy Trophy, the PROVIDER undertakes to supply the following sets of “slick” PRODUCT:

- For the first CIK-FIA COMPETITION of the year a driver is entered in: 3 sets of slick tyres (2 sets for Free Practice; 1 set for Qualifying Practice – Finals);
- For all the other CIK-FIA COMPETITION of the year a driver participates: 2 sets of slick tyres (1 set for Free Practice; 1 set for Qualifying Practice – Finals)

The PROVIDER undertakes to supply at each COMPETITION a minimum of 3 sets of “wet weather” tyres (minimum 1 set for Free Practices; 2 sets for Qualifying Practice – Finals) per COMPETITOR for the Categories I, II, III and IV.

Any COMPETITOR wishing to use a larger number of “wet weather” PRODUCT for the Free Practice sessions shall be obliged to order them from the PROVIDER beforehand.

For the Category V (CIK-FIA Endurance Championship) in Le Mans (FRA), the PROVIDER undertakes to supply 6 sets of “slick” PRODUCT and 6 sets of “wet weather” PRODUCT to each COMPETITOR (Qualifying Practice – 24 hour race).

1.6 The PROVIDER undertakes to supply all the “dry weather” and “wet weather” PRODUCT intended for the use in the COMPETITIONS (including free practice) with a specific mean of identification, in the form of a bar code, for each PRODUCT. These identification codes must be affixed to each PRODUCT during vulcanisation.

1.7 The PROVIDER is responsible for reclaiming used PRODUCTS.

2. DELIVERY OF THE PRODUCT

2.1 The PROVIDER shall ensure the transportation and delivery of the PRODUCT to the site of each COMPETITION at its own expense and shall provide all necessary personnel and equipment at each COMPETITION to distribute such PRODUCT to the COMPETITORS.

2.2 Notwithstanding the generality of SPECIAL CONDITION 2.1, the PROVIDER shall install one PRODUCT distribution centre within the precincts of the circuit at each COMPETITION. The PROVIDER shall ensure that each COMPETITOR shall have access to such distribution centre in accordance with the SPORTING REGULATIONS, the TECHNICAL REGULATIONS and the PRINCIPLES OF SPORTING EQUALITY.

2.3 The PROVIDER shall be present and ready to distribute the PRODUCT the day before the day of the first free practice.

2.4 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.

2.5 The PRODUCT supplied by the PROVIDER shall be made available to each COMPETITOR no later than 1 February 2018.

3. **MANUFACTURING CONDITIONS OF THE PRODUCT AND TECHNICAL CONTROL**

3.1 The PROVIDER shall provide to the FIA a detailed technical study of the PRODUCT, for the approval of the FIA ENGINEER.

In the event that an amendment is made to the TECHNICAL SPECIFICATIONS or 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 of the amended PRODUCT to be supplied pursuant to the CONTRACT.

3.2 The PROVIDER shall make such modifications to the PRODUCT to be supplied pursuant to the CONTRACT as the FIA ENGINEER may require.

3.3 Technical checks may be carried out on samples taken either directly from the PROVIDER or during the COMPETITION (PRODUCT used by the COMPETITORS during the running of the COMPETITION) comparing the quality of the PRODUCT distributed with that of the samples taken.

4. **PRICING OF THE PRODUCT**

4.1 The price of the PRODUCT supplied pursuant to the CONTRACT at the site of each COMPETITION shall be [•] (as further detailed on the PRICING FORM), which amount shall be inclusive of all taxes and charges and which amount shall not be increased for any reason.

4.2 VAT (value added tax) shall not be charged to those COMPETITORS that are exempt from VAT and that have supplied proof of such exemption to the PROVIDER.

5. **MARKETING RIGHTS**

[Content of the clause depending on the proposal made by the PROVIDER in its bid].

PART 3 - DEFINITIONS

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

1.1 **CHAMPIONSHIP or CHAMPIONSHIPS** means the following 2018 CIK-FIA Championships:

Category I:

- The CIK-FIA World Championship and the CIK-FIA European Championship.

Category II:

- The CIK-FIA World Junior Championship and the CIK-FIA European Junior Championship.

Category III:

- The CIK-FIA European KZ2 Championship;
- The CIK-FIA International KZ2 Super Cup.

Category IV:

- The CIK-FIA World KZ Championship, the CIK-FIA European KZ Championship;
- The CIK-FIA Karting Academy Trophy.

Category V:

- The CIK-FIA Endurance Championship.

1.2 **COMPETITORS** means the racing teams that have been accepted by the FIA to take part in the CHAMPIONSHIP.

1.3 **CONTRACT** means the GENERAL CONDITIONS, the SPECIAL CONDITIONS and the DEFINITIONS.

1.4 **DEFINITIONS** means the definitions set out in this Part 3 of the CONTRACT.

1.5 **COMPETITION** 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.

1.6 **FIA** means the Commission Internationale de Karting - Fédération Internationale de l'Automobile (FIA).

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 General Prescriptions applicable to all CIK-FIA Championships, Challenges, Trophies and Cups and their qualifying COMPETITIONS;

- (c) the SPORTING REGULATIONS;
 - (d) the TECHNICAL REGULATIONS; and
 - (e) the TYRE DISTRIBUTION REGULATIONS;
 - (f) The Code of Ethics of the FIA;
 - (g) The Judicial and Disciplinary Rules of the FIA;
 - (h) Any other regulations applicable to the CHAMPIONSHIP(S), to the extent disclosed in writing to the PROVIDER.
- 1.10 **OK ENGINE** means the new direct drive engine as from 2016.
- 1.11 **PRICING FORM** means the pricing form provided at **Appendix II** stating the prices at which the PRODUCT will be supplied at the COMPETITIONS, the PRODUCTION SITE and the OFFICIAL TESTING, if any, to the COMPETITORS.
- 1.12 **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.
- 1.13 **PRODUCT** means tyres, as such word is described in the SPORTING REGULATIONS and TECHNICAL REGULATIONS.
- 1.14 **PROVIDER** means [•].
- 1.15 **PRODUCTION SITE** means the factory that will produce the PRODUCT supplied pursuant to the CONTRACT.
- 1.16 **SET** means a set of four tyres (two front and two rear tyres).
- 1.17 **SPECIAL CONDITIONS** means the provisions contained in Part 2 of the CONTRACT.
- 1.18 **SPORTING REGULATIONS** means the Sporting Regulations applicable to the CHAMPIONSHIPS as published and amended by the FIA from time to time.
- 1.19 **SUPPLY AGREEMENT** 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.
- 1.20 **TECHNICAL REGULATIONS** means the Technical Regulations applicable to the CHAMPIONSHIPS as published and amended by the FIA from time to time. The technical regulations are available via the CIK-FIA website (www.cikfia.com).
- 1.21 **TECHNICAL SPECIFICATIONS (Appendix [•])** means the homologation form of the PRODUCT.

1.22 **TYRE DISTRIBUTION REGULATIONS** means the distribution requirements applicable to the PRODUCT as issued and amended by the FIA from time to time. The Tyre Distribution Regulations are available via the CIK-FIA website (www.cikfia.com).

Signed:

On behalf of the FIA:

On behalf of the
PROVIDER:

In his capacity as:

In his capacity as:

In On

In On

APPENDICES

I - DRAFT 2018 CALENDAR

II - PRICING FORM

TECHNICAL SPECIFICATIONS (to be provided by the PROVIDER)

APPENDIX I

DRAFT CALENDAR - 2018 CIK-FIA Championships

CHAMPIONNAT DU MONDE CIK-FIA

CIK-FIA WORLD CHAMPIONSHIP

20-23/09 Kristianstad (SWE)

CHAMPIONNAT DU MONDE CIK-FIA DE JUNIOR

CIK-FIA WORLD JUNIOR CHAMPIONSHIP

20-23/09 Kristianstad (SWE)

CHAMPIONNAT DU MONDE CIK-FIA DE KZ

CIK-FIA WORLD KZ CHAMPIONSHIP

06-09/09 Genk (BEL)

CHAMPIONNAT D'EUROPE CIK-FIA

CIK-FIA EUROPEAN CHAMPIONSHIP

19-22/04 Sarno (ITA)

17-20/05 PF International (GBR)

14-17/06 Ampfing (DEU)

02-05/08 Essay (FRA)

CHAMPIONNAT D'EUROPE CIK-FIA DE JUNIOR

CIK-FIA EUROPEAN JUNIOR CHAMPIONSHIP

19-22/04 Sarno (ITA)

17-20/05 PF International (GBR)

14-17/06 Ampfing (DEU)

02-05/08 Essay (FRA)

CHAMPIONNAT D'EUROPE CIK-FIA DE KZ

CIK-FIA EUROPEAN KZ CHAMPIONSHIP

03-06/05 Salbris (FRA)

12-15/07 Lonato (ITA)

CHAMPIONNAT D'EUROPE CIK-FIA DE KZ2

CIK-FIA EUROPEAN KZ2 CHAMPIONSHIP

03-06/05 Salbris (FRA)

12-15/07 Lonato (ITA)

SUPER COUPE INTERNATIONALE CIK-FIA DE KZ2

CIK-FIA INTERNATIONAL KZ2 SUPER CUP

06-09/09 Genk (BEL)

TROPHÉE ACADÉMIE DE KARTING CIK-FIA

CIK-FIA KARTING ACADEMY TROPHY

03-06/05 Salbris (FRA)

12-15/07 Lonato (ITA)

06-09/09 Genk (BEL)

CHAMPIONNAT D'ENDURANCE CIK-FIA

CIK-FIA ENDURANCE CHAMPIONSHIP

27-30/09 Le Mans (FRA)

APPENDIX II

PRICING FORM

Supplying of tyres for the
2018 CIK-FIA Championships

Name of the Company:.....

Championship Name	Price per set before tax (in Euro)	Price per set inclusive of VAT, all other taxes and charges (in Euro)	Financial contribution (in Euro)
Category I (CIK homologated slick tyres, category "Prime"): <ul style="list-style-type: none">• CIK-FIA World Championship• CIK-FIA European Championship.			
Category II (CIK homologated slick tyres, category "Option"): <ul style="list-style-type: none">• CIK-FIA World Junior Championship• CIK-FIA European Junior Championship.			
Category III CIK homologated slick tyres, category "Prime": <ul style="list-style-type: none">• CIK-FIA European KZ2 Championship• CIK-FIA International KZ2 Super Cup			
Category IV CIK homologated slick tyres, category "Prime": <ul style="list-style-type: none">• CIK-FIA World KZ Championship• CIK-FIA European KZ Championship (CIK homologated slick tyres, category "Option"): <ul style="list-style-type: none">• CIK-FIA Karting Academy Trophy			
CIK homologated wet weather tyres for all above categories:			X
Category V Six sets of tyres must be capable of covering a minimum of 2000 kilometres during the same COMPETITION (Le Mans, FRA), respecting absolutely the performance and safety conditions. <ul style="list-style-type: none">• CIK-FIA Endurance Championship			