



COMMISSION INTERNATIONALE
DE KARTING - FIA



INVITATION TO TENDER FOR KARTS SOLE SUPPLY CONTRACT

A) TENDER SUMMARY AND ADDITIONAL TENDER REQUIREMENTS

The FIA's objective is to select an exclusive supplier of karts whose task it will be to ensure the production and delivery of the karts (to be equipped with CIK homologated OK-Junior engine) to the competitors in the 2019, 2020 and 2021 CIK-FIA Karting Academy Trophy.

Interested parties are hereby invited to tender to become the exclusive supplier of karts to the competitors in the 2019, 2020 and 2021 CIK-FIA Karting Academy Trophy.

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 FIA's "Invitation to Tender for sole supply contract - tendering instructions" available on the FIA's website: www.fia.com, **apart from Article 1.1.8 and Article 3 which will not apply to the present invitation to tender.**

Bids must be sent to the FIA Administration by e-mail to the following address: tenderingprocedure@fia.com. Bids which do not comply with this supply condition will not be taken into consideration.

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:	3 October 2018
Tender submission date:	7 November 2018
Notification of decision as to selection of tenderer:	5 December 2018

Additional Tender Requirements (pursuant to clause 1.1.11 of the "Invitation to tender for sole supply contract – tendering instructions"):

The karts to be supplied on an 'Arrive & Drive' basis shall be suitable for the OK-Junior category and shall adhere to the TECHNICAL REGULATIONS and the SPORTING REGULATIONS. The karts shall be fed by a float chamber carburettor and run on "E5" fuel.

B) DRAFT CONTRACT

DRAFT CONTRACT FOR SUPPLYING KARTS (CATEGORY OK-JUNIOR)

IN THE 2019, 2020 AND 2021

CIK-FIA KARTING ACADEMY TROPHY

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 CHAMPIONSHIP, 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 CHAMPIONSHIP 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 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 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; 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 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

[The CONTRACT shall contain, inter alia, the following minimum terms and conditions relating to the supply of the PRODUCT.]

1. SUPPLY OF THE PRODUCT

1.1 The PROVIDER shall supply such quantity of the PRODUCT and ANCILLARY PRODUCTS as is required for each COMPETITOR at each:

- (a) COMPETITION (see as an example the 2019 Calendar, **Appendix I**),
- (b) OFFICIAL TESTING.

1.2 The PROVIDER shall supply such quantity of the PRODUCT for sale as could be required for each COMPETITOR for private testing. The PROVIDER undertakes not to conduct any private tests with the COMPETITORS at times other than the OFFICIAL TESTING days.

1.3 The PRODUCT and ANCILLARY PRODUCTS supplied by the PROVIDER shall be of a strictly uniform quality throughout the duration of the CHAMPIONSHIP and delivered new at the start of each sporting season. The PRODUCT package delivered to each COMPETITOR per COMPETITION includes the following elements:

- 1 (one) chassis (with a valid CIK homologation), equipped with rear brakes only (with a valid CIK homologation), complete bodywork (with valid CIK homologations) available in at least 3 (three) different colours (to be chosen by the CIK-FIA), strictly identical accessories (rear axle, hubs, front spindles, bearings, steering column, floor tray, stabilisers, brake disc holders, sprocket holders, etc.), 16 (sixteen) rims; and
- 1 (one) OK-Junior engine (with a valid CIK homologation), equipped with a single type of radiator, CIK homologated ignition system, fuel pump and float chamber carburettor (30 mm diameter). Lubricant make and type shall be part of the package. "E5" type fuel will be used, and will be delivered separately by the single fuel supplier designated by the FIA. The exhaust shall be of the make and type designated by the FIA for the OK-Junior category following a separate tender procedure; and
- 1 (one) seat (the size of which shall be agreed on with each COMPETITOR at the OFFICIAL TESTING day); and
- Optional ballast as required (for those COMPETITORS in need of weight adjustment); and
- Data logging system (with a maximum of 5 (five) indications: revs, speed, lap times, X/Y accelerometer and 1 (one) temperature); and
- 3 (three) different neutral decoration kits must be proposed to the CIK-FIA. The overall bodywork decoration remains at the discretion and choice of the CIK-FIA.

1.4 The FIA does not guarantee the PROVIDER a minimum quantity of the PRODUCT and ANCILLARY PRODUCTS to be supplied. However, the maximum quantity of PRODUCT to be supplied shall be 51 per year. At each COMPETITION, all ANCILLARY PRODUCTS must be available in at least the same quantity. The PROVIDER shall also deliver at least 12 (twelve) additional PRODUCTS to each OFFICIAL TESTING and COMPETITION in case either: (i) any of

the PRODUCTS or ANCILLARY PRODUCTS do not function properly; or (ii) any of the PRODUCTS or ANCILLARY PRODUCTS are so badly damaged as to be beyond reasonable repair.

2. DELIVERY OF THE PRODUCT

- 2.1 The PROVIDER shall ensure the transportation and delivery of the PRODUCT and ANCILLARY PRODUCTS to the site of each COMPETITION and to the site of OFFICIAL TESTING at its own expense, and shall provide all necessary personnel and equipment at each COMPETITION and at the OFFICIAL TESTING to distribute such PRODUCT and ANCILLARY PRODUCTS to the COMPETITORS.
- 2.2 Notwithstanding the generality of SPECIAL CONDITION 2.1, the PROVIDER shall install one PRODUCT distribution centre within the grounds of the circuit at each COMPETITION and at the OFFICIAL TESTING. The PROVIDER shall ensure that each COMPETITOR shall have access to said distribution centre in accordance with the SPORTING REGULATIONS and TECHNICAL REGULATIONS and the PRINCIPLES OF SPORTING EQUALITY.
- 2.3 The PROVIDER shall be present and ready to distribute the PRODUCT and ANCILLARY PRODUCTS at each COMPETITION by 1 p.m. local time on the day before scrutineering. The PROVIDER shall be present and ready to provide the PRODUCT and ANCILLARY PRODUCTS at OFFICIAL TESTING by 1 p.m. local time on the day before each OFFICIAL TESTING.
- 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 seven (7) appropriately qualified and senior representatives 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 the COMPETITORS to the CHAMPIONSHIP for OFFICIAL TESTING on the dates specified in the 2019, 2020 and 2021 CHAMPIONSHIP Calendars. The PROVIDER shall not supply the PRODUCT for sale to the COMPETITORS for private testing before 1 May of the year concerned. The PROVIDER shall make such arrangements for the delivery of the PRODUCT to a COMPETITOR performing private testing as may be reasonably requested, or otherwise agreed, by the PROVIDER and said COMPETITOR.

3. MANUFACTURING CONDITIONS OF THE PRODUCT

- 3.1 Before starting production of the PRODUCT to be supplied pursuant to the CONTRACT, the PROVIDER shall provide to the FIA a detailed technical study of said 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 to take account of said amendment.
- 3.2 The PROVIDER shall make such modifications to the PRODUCT to be supplied pursuant to the CONTRACT as the FIA ENGINEER may require.

4. PRICING OF THE PRODUCT AND ANCILLARY PRODUCTS

- 4.1 The price quoted in the PRICING FORM (see **Appendix II**) is and shall be the price for supply and delivery of one PRODUCT to be provided to one COMPETITOR for use at all OFFICIAL TESTING and COMPETITIONS in 2019. The price is inclusive of: (i) the supply and delivery of

sufficient consumables, including engine oil (excluding fuel and tyres), as the COMPETITOR may require to use one PRODUCT at each OFFICIAL TESTING and COMPETITION occurring in one calendar year; and (ii) the supply and delivery of sufficient spare parts for the PRODUCT as the COMPETITOR may require as a result of reasonable wear and tear of the PRODUCT during participation in all OFFICIAL TESTING and COMPETITION in a given calendar year. The price set out in the PRICING FORM shall be that charged to a COMPETITOR for the supply of the PRODUCT and the ANCILLARY PRODUCTS as set out herein and shall be inclusive of all taxes and charges.

- 4.2 The PROVIDER may also impose a reasonable charge on COMPETITORS for spare parts according to the prices set out in the PRICING FORM insofar as the COMPETITOR requires such spare parts as a result either of: (i) racing accidents; or (ii) faults occurring on the PRODUCT as a result of the COMPETITOR's unreasonable use of the PRODUCT, accepting at all times that the PRODUCT is to be used in a racing environment. Such spare parts will be provided to the COMPETITORS at the COMPETITION or OFFICIAL TESTING as appropriate.
- 4.3 In the event that there are any disputes between the PROVIDER and any COMPETITOR as to what constitutes reasonable wear and tear and what constitutes unreasonable use, the PROVIDER shall refer the matter to the FIA for a determination. The PROVIDER accepts that the FIA's determinations in this regard shall be final.
- 4.4 The price of the PRODUCT sold to COMPETITORS for private testing shall be [•] per complete kart "ready to use" (without tyres) (as further detailed on the PRICING FORM) excluding the cost of delivery of the PRODUCT.
- 4.5 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.
- 4.6 The prices may be adjusted for the 2020 and 2021 sporting seasons in accordance with the indexation formula provided in **Appendix III**.

5. **ASSOCIATION RIGHTS**

[If the PROVIDER has made a satisfactory proposal to the FIA in its bid in relation to the ASSOCIATION RIGHTS]:

- 5.1 The FIA hereby grants the PROVIDER the non-transferable right to describe itself (including in advertising, publicity or other promotional activity) as the official supplier of the PRODUCT to the CHAMPIONSHIP (or the direct equivalent thereof in other languages) and to associate its trademark with the PRODUCT supplied pursuant to the CONTRACT (hereinafter referred to as the "ASSOCIATION RIGHTS").
- 5.2 The ASSOCIATION RIGHTS will be coterminous with the CONTRACT.
- 5.3 The PROVIDER shall not describe its appointment or role as PROVIDER or the CONTRACT other than in terms of the ASSOCIATION RIGHTS.
- 5.4 The FIA maintains a right to demand the immediate withdrawal or cessation by the PROVIDER of any advertising, publicity or other promotional activity it considers contrary to the CONTRACT or to the reputation or interests of the CHAMPIONSHIP, the FIA or motor sport in general. The PROVIDER shall immediately withdraw or cease or procure the immediate withdrawal or cessation of any advertising, publicity or other promotional activity in respect of which the FIA demands withdrawal or cessation.

- 5.5 Any advertising, publicity or other promotional activity undertaken by the PROVIDER pursuant to the ASSOCIATION RIGHTS shall be entirely at the PROVIDER's expense.
- 5.6 The grant of the ASSOCIATION RIGHTS shall not include the right to use any logo or intellectual property belonging to the FIA (except that the approved description set out in the ASSOCIATION RIGHTS may be used).
- 5.7 The ASSOCIATION RIGHTS do not create any right for the PROVIDER to associate its PRODUCT with any COMPETITOR. However, subject to GENERAL CONDITION 2.1, the PROVIDER remains free to agree advertising, publicity or other promotional arrangements with a COMPETITOR.

[If the PROVIDER has not made a satisfactory proposal to the FIA in its bid in relation to the ASSOCIATION RIGHTS / did not have the possibility to do so under the invitation to tender]:

- 5.8 The PROVIDER is prevented from advertising, publicising or otherwise promoting in any form whatsoever, including either direct or indirect advertising, via any media, and in any country, its supply of the PRODUCT to a COMPETITOR, or its relationship with the CHAMPIONSHIP. All phases of PRODUCT delivery pursuant to the CONTRACT shall be carried out by personnel wearing no distinctive symbols or designs on their uniforms that do not give any indication as to the identity of the PROVIDER.
- 5.9 Subject to GENERAL CONDITION 2.1 and SPECIAL CONDITION 5.1, the PROVIDER remains free to agree advertising, publicity or other promotional arrangements with a COMPETITOR, organiser or promoter.

PART 3 - DEFINITIONS

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

- 1.1 **ANCILLARY PRODUCTS** means all spare parts for the PRODUCT (including those identified in **Appendix II**) and all consumables required for the racing of the PRODUCT including engine oil (except fuel and tyres).
- 1.2 **CHAMPIONSHIP** means the 2019, 2020 and 2021 seasons of the CIK-FIA Karting Academy Trophy.
- 1.3 **COMPETITORS** means the drivers and/or entrants 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 **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 administrative 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.
- 1.7 **FIA** means the Fédération Internationale de l'Automobile (FIA).
- 1.8 **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.
- 1.9 **GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.
- 1.10 **GOVERNING RULES** means:
 - (a) the International Sporting Code and the Appendices thereto;
 - (b) the General Prescriptions applicable to all FIA Championships, Challenges, Trophies and Cups and their qualifying COMPETITIONS;
 - (c) the SPORTING REGULATIONS; and
 - (d) the TECHNICAL REGULATIONS.
- 1.11 **OFFICIAL TESTING** means the official testing, if any, for the CHAMPIONSHIP.
- 1.12 **PRICING FORM** means the pricing form provided at **Appendix II** stating the prices at which the PRODUCT will be supplied to the COMPETITORS per season.
- 1.13 **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.
- 1.14 **PRODUCT** means karts, as such word is described in the SPORTING REGULATIONS and TECHNICAL REGULATIONS and as specified in SPECIAL CONDITION 1.3.
- 1.15 **PROVIDER** means [•].
- 1.16 **PRODUCTION SITE** means the factory that will produce and/or assemble the PRODUCT supplied pursuant to the CONTRACT.
- 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 CHAMPIONSHIP as published and amended by the FIA from time to time. The Sporting Regulations are available on the via the website: www.cikfia.com)
- 1.19 **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, which agreement may, where the FIA considers appropriate, take the form of the SUPPLIER's standard PRODUCT order form.
- 1.20 **TECHNICAL REGULATIONS** means the Technical Regulations applicable to the CHAMPIONSHIP as published and amended by the FIA from time to time. The Technical Regulations are available via the website: www.cikfia.com.
- 1.21 **TECHNICAL SPECIFICATIONS** means the technical requirements applicable to the PRODUCT.

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 – 2019 CALENDAR

II - PRICING FORM and catalogue price list (to be completed by the PROVIDER)

III - INDEXATION FORMULA

SUPPLY AGREEMENT (to be supplied by the PROVIDER)

TECHNICAL SPECIFICATIONS (to be supplied by PROVIDER)

APPENDIX I

2019 DRAFT CALENDAR

**TROPHÉE ACADEMIE DE KARTING CIK-FIA
*CIK-FIA KARTING ACADEMY TROPHY***

02-05/05 Wackersdorf (DEU)

13-16/06 Sarno (ITA)

19-22/09 Lonato (ITA)

APPENDIX II

PRICING FORM

Name of the Company:

RENTAL PRICE PER KART PER SEASON

	BEFORE TAX	INCLUSIVE OF ALL TAXES AND CHARGES
Rental price per season*	€	€

**A season shall comprise one occasion of OFFICIAL TESTING and 3 COMPETITIONS*

PURCHASE PRICE PER KART FOR PRIVATE TESTING

	BEFORE TAX	INCLUSIVE OF ALL TAXES AND CHARGES
Purchase price at the production site	€	€

Item	Price in Euros for 2019 calendar year inclusive of all taxes and charges
One PRODUCT (N.B. Price must be for use of one PRODUCT at all COMPETITIONS and OFFICIAL TESTING in a calendar year and must be inclusive of engineering support, spare parts and consumables required for a calendar year as set out in SPECIAL CONDITION 4.1)	
Replacement homologated chassis	
Replacement homologated rear brakes	
Replacement homologated bodywork (price per element)	
Replacement rear axle	
Replacement hubs	
Replacement front spindles	
Replacement bearings	
Replacement steering column	
Replacement floor tray	
Replacement stabilisers	
Replacement brake disc holders	
Replacement sprocket holders	
Replacement rims	
Replacement radiator	
Replacement seat	

APPENDIX III

INDEXATION FORMULA

Concerning the 2020 and 2021 seasons, the prices charged to COMPETITORS shall be the amount that equals the amount shown for 2019 in the PRICING FORM increased annually in accordance with the positive variation of the “Consumer Prices – All items” index published by the Organisation for Economic Cooperation and Development (OECD) in “Main Economic Indicators”. The indexation shall be in accordance with the variation between such base index and the index published in the October edition of “Main Economic Indicators” for the year to which the indexation applies.