



## **INVITATION TO TENDER FOR SOLE SUPPLY CONTRACT**

### **TENDER SUMMARY AND ADDITIONAL TENDER REQUIREMENTS**

The FIA's objective is to select an exclusive supplier for **Wheel Rims** (hereinafter "the Wheel Rims" or "the Rims") whose task shall be to ensure the production, delivery and maintenance of the Rims for the 2021, 2022, 2023 and 2024 seasons of the FIA Formula One World Championship (hereinafter "the Championship").

All tenderers are invited to complete the technical form attached and to provide all relevant technical and financial documents demonstrating that they are capable of supplying the Rims to the competitors under the conditions referred to in the draft contract.

The FIA reserves the right to request any additional information from, and to organise meetings with, tenderers who have submitted the most interesting bids.

The FIA reserves the right not to select any exclusive supplier if no offer is finally deemed capable of being beneficial for the Championship and its competitors (for example, if the tendering procedure does not allow any cost savings for the competitors).

Should a tenderer be selected, it 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 competitors (not to the FIA) under terms and conditions to be agreed.

For reasons related to the regulatory stability of the FIA Formula One World Championship, the FIA may decide at its absolute discretion that the exclusive supply contract will also include the 2025 season. Tenderers are therefore required to submit two different bids; a first one, which will cover the 2021, 2022, 2023 and 2024 seasons of the Championship, and a second one, which will cover the 2021, 2022, 2023, 2024 and 2025 seasons of the Championship. The draft contract attached to this invitation to tender refers only to the first scenario, but the rights and obligations would remain substantially the same in the event of a contract that includes the 2025 season.

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](http://www.fia.com), **apart from Article 1.1.8 and Article 3 of the same, 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](mailto:tenderingprocedure@fia.com). Bids which do not comply with these supply conditions will not be taken into consideration.**

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Publication of invitation to tender:  
Submission date:  
Notification of decision:

25 April 2019  
22 May 2019  
14 June 2019

**FORM TO BE COMPLETED**

**BY TENDERER**

All manufacturers interested in supplying the Wheel Rims in the 2021, 2022, 2023 and 2024 FIA Formula One World Championship are required to complete Parts 1 and 3 of this form, and to provide all relevant documentation containing the information listed in Part 2.

**Part 1**

**We, the undersigned:**

Name of tenderer:

.....  
.....

Registered Office of tenderer:

.....  
.....

Company Number of tenderer:

.....  
.....

Contact Person responsible for tender and contact details:

.....  
.....

**are prepared to supply Wheel Rims respecting all the conditions set out in the draft contract below in the 2021, 2022, 2023 and 2024 FIA Formula One World Championship.**

**Part 2**

1. Description of the tenderer's experience.
2. Detailed technical description setting out all the relevant qualities and specifications of the Wheel Rims the tenderer proposes to supply, together with evidence that the product would be in compliance with the requirements.
3. List of the activities that the tenderer would intend to subcontract within the context of the supply of the Rims, and details and identities of the subcontractors it intends to commission for such activities.
4. Pricing form stating the prices at which the Rims will be supplied.

**The documentation is to be sent to [tenderingprocedure@fia.com](mailto:tenderingprocedure@fia.com), with each page initialled.**

**Part 3**

Provided that our tender is selected by the FIA, we undertake to enter into a contract with the FIA under, substantially, the terms and conditions stated in the present document, as well as to comply with all sporting, technical and any other regulations applicable to the Championship.

Name:

Title:

Company:

In:

On:

Signature:

DRAFT CONTRACT FOR SUPPLYING THE WHEEL RIMS  
IN THE 2021, 2022, 2023 and 2024  
FIA FORMULA ONE WORLD CHAMPIONSHIP

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,

Hereinafter together referred to as "**the PARTIES**".

## **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 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 provide 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).

- 2.5 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.
- 2.6 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.
- 2.7 Each SUPPLY AGREEMENT 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 early termination of the CONTRACT.

### **3. LIABILITY**

- 3.1 Without prejudice to the other rights set out in the CONTRACT, the PROVIDER shall indemnify and hold harmless the INDEMNIFIED PERSONS from and against all reasonably foreseeable losses incurred by the INDEMNIFIED PERSONS 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 or type; 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 GENERAL CONDITION 3.1 and hereby covenants for the benefit of each INDEMNIFIED PERSON to maintain such position for the period of time during which the PROVIDER may be liable.
- 3.3 Notwithstanding GENERAL CONDITIONS 3.1 and 3.2 above, the PROVIDER that enters into a CONTRACT will produce an attestation certifying that an insurance policy has been contracted in its name with a top-ranking international insurance company for covering its liability as PROVIDER for any and all action which might be taken to obtain compensation for prejudice caused by a manufacturing defect affecting the PRODUCT used pursuant to the CONTRACT.

#### **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 the GENERAL CONDITIONS 1.2, 1.3, 2, 3 and 4.1 and any of the 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.
- 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 GENERAL CONDITION 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 to in (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 (partially) government-owned 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 ensure 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 deemed 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 above-mentioned address (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 rebutably be presumed to be the second local business day after posting.
- 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**

*[Some parts of these Special Conditions are more informative than binding in their current wording. They will be subject to significant rewording in the supply contract with the selected supplier].*

### **1. OBJECTIVES FOR THE SUPPLY OF COMMON WHEEL RIMS**

- 1.1 The aim of a single source supply is to retain current levels of Formula One performance for all cars at a much reduced cost for the COMPETITORS while also removing the requirement for COMPETITORS to design or source their own wheel rims.
- 1.2 The interface with the car will be a prescribed design and common to all COMPETITORS.

### **2. OVERVIEW OF TENDER DELIVERABLES**

- 2.1 This tender is for two wheel rims, one front and one rear, and for inflation valve assembly. Nominally identical wheel rims will be used on the left and right sides of the car.
- 2.2 The nominal dimensions of the wheel rims are 13.2" x 18" front and 16.9" x 18" rear. Small amendments may be made by the FIA to the width of the wheels before the final SUPPLY AGREEMENT is signed.
- 2.3 The wheel rims are intended to match the performance of current Formula One wheel designs in terms of strength and lifetime. Due to the change in tyre dimensions, stiffness and mass targets will be agreed between the COMPETITORS, the PROVIDER and the FIA. Details of the technical specification are given in **Appendix I**.
- 2.4 It is likely that the wheels will have a composite fairing closing the outboard face. This will be confirmed by 1 January 2020. The PROVIDER may include this their tender.
- 2.5 New wheel rims supplied to the COMPETITORS should be suitably protected against corrosion and assembled with inflation valve.

### **3. SUPPLY AGREEMENT**

Each COMPETITOR will enter into a supply agreement with the PROVIDER to purchase wheel rims.

### **4. PRICING OF THE PRODUCT**

- 4.1 The price of the PRODUCT supplied pursuant to the CONTRACT shall be in accordance with Article 2 of **Appendix II** and shall be quoted in euros. The stated price shall be inclusive of all taxes and charges and 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. DESIGN AND DEVELOPMENT OF THE WHEEL RIMS**

- 5.1 The wheel rims will need to be designed in conjunction with all the existing COMPETITORS and with the TYRE SUPPLIER to ensure that they meet the performance requirements and practical requirements of both PARTIES.
- 5.2 It is anticipated that during the design and development phases, all information/communication pertaining to the wheel rims will be circulated to all COMPETITORS, the TYRE SUPPLIER, the PROVIDER and the FIA.

## **6. SUPPLY OF WHEEL RIMS**

- 6.1 The supply agreement between the FIA and the PROVIDER will mandate a minimum availability of wheel rims for each COMPETITOR, along with associated latest delivery dates. Each COMPETITOR will be supplied with a minimum of 60 car-sets of wheel rims per season.
- 6.2 Any supply of units above this minimum number will be at the discretion of the selected provider (dependent on capacity), but must be at the same prices as all other units and must maintain equal treatment of all.
- 6.3 Details of the supply numbers and date commitments are included in **Appendix II**.

## **7. PRODUCT LIFETIME**

The fatigue lifetime of each wheel should be in excess of 10,000 km.

## **8. EQUALITY OF TREATMENT AND PERFORMANCE**

All COMPETITORS shall be treated equally in terms of supply and support. Individual inspection reports including delivery weights should be maintained and supplied to the FIA. Should the spread between rims become a concern for the FIA, they will register that concern and expect to work together with the selected tenderer to remedy the situation.

## **9. QUALITY CONTROL**

The PROVIDER should provide details of their quality control process. This will become part of the supply contract.

## **10. IN-SERVICE INSPECTION AND TREATMENT OF FAILURES**

- 10.1 Wheel rims are provided to the COMPETITORS having passed the PROVIDER's quality control process. As soon as they are sold, the wheel rims become the responsibility of the COMPETITOR. It is expected that monitoring of the wheel rims' condition will be carried out by the COMPETITORS and will include NDT, metrological and visual inspection. The PROVIDER and the

COMPETITORS must work closely together to identify the causes of any failures/issues with the wheel rims. This should include COMPETITORS sharing data relating to loads experienced by the rims.

- 10.2 If a rim or an associated component fails, the PROVIDER should work with best endeavours to identify and then mitigate the root cause of the issue. If the issue is one of manufacture, appropriate action should be taken to replace it and any other parts at risk, free of charge. Irrespective of root cause, for all failures, a failure report shall be issued and circulated to the FIA and to the COMPETITORS.

**11. OVERALL TIMING TO END OF 2020**

A notional schedule is shown below to cover the time from the release of the technical specification and the invitation to tender through to the end of 2020:

	2019												2020											
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
<i>Tech Spec &amp; Invitation to tender - 15-04-19</i>				■																				
<b>Submission of Tenders - 15-05-19</b>					■																			
<i>Notification of decision 14-06-19</i>						■																		
<b>Preliminary design, mass/stiffness proposals</b>									■	■														
<i>FIA supply information for final design.</i>											■													
<b>Detail Design</b>												■	■	■										
<i>Design Review (FIA, Teams, Tyre Supplier)</i>													■	■										
<b>Prototype manufacture</b>														■	■	■								
<b>Prototype Test</b>																■								
<b>Prototype Sign-off</b>																	■							
<b>Manufacture of production wheels</b>																		■	■	■	■	■	■	
<b>Delivery of first batch to teams</b>																						■		

**12. ASSOCIATION RIGHTS**

The PROVIDER shall have no rights to refer to itself or authorise any third party to refer to the PROVIDER (whether in marketing/promotional materials, on websites/social media platforms or otherwise) as a supplier or service provider (or similar) to the CHAMPIONSHIP or the Formula 1™ brand (or otherwise imply the same) without first entering into a separate written agreement with the Commercial Rights Holder of the CHAMPIONSHIP for the grant of this right.

### **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 2021, 2022, 2023 and 2024 FIA Formula One World Championship.
- 1.2 **COMMERCIAL RIGHTS HOLDER** means the entity holding the commercial rights in the CHAMPIONSHIP, being Formula One World Championship Limited, a company incorporated under the laws of England with registered number 04174493.
- 1.3 **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.
- 1.4 **COMPETITORS** means the racing teams that have been accepted by the FIA to take part in the CHAMPIONSHIP.
- 1.5 **CONTRACT** means the GENERAL CONDITIONS, the SPECIAL CONDITIONS and the DEFINITIONS.
- 1.6 **DEFINITIONS** means the definitions set out in this Part 3 of the CONTRACT.
- 1.7 **DRIVER** means a person driving a car in the CHAMPIONSHIP for a COMPETITOR.
- 1.8 **FIA** means the Fédération Internationale de l'Automobile.
- 1.9 **FIA ENGINEER** means the technician appointed by the FIA to carry out all technical checks and controls and grant the necessary approval prior to the starting up of production.
- 1.10 **FINANCIAL REGULATIONS** means any Financial Regulations applicable to the CHAMPIONSHIP, as published and amended by the FIA from time to time.
- 1.11 **GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.
- 1.12 **GOVERNING RULES** means:
  - (a) the International Sporting Code and the Appendices thereto;
  - (b) the SPORTING REGULATIONS;
  - (c) the TECHNICAL REGULATIONS;
  - (d) Any FINANCIAL REGULATIONS;
  - (e) the Code of Ethics;
  - (f) The Judicial and Disciplinary Rules;
  - (g) Any other regulations applicable to the CHAMPIONSHIP.

- 1.13 **INDEMNIFIED PERSONS** means the FIA, the COMMERCIAL RIGHTS HOLDER and each of its affiliates, each of the COMPETITORS, each of the DRIVERS, each of the PROMOTERS, each of the ORGANISERS and each ASN together with, in each case, their respective directors, officers and employees.
- 1.14 **OFFICIAL TESTING** means tests as defined in and authorised by Article 22 of the SPORTING REGULATIONS.
- 1.15 **PRINCIPLES OF SPORTING EQUALITY** means the equal treatment by the PROVIDER of all COMPETITORS with respect to:
- (a) anything that may affect the performance of the PRODUCT;
  - (b) the terms under 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.
- 1.16 **PRODUCT** means Wheel, as such word is described in the SPORTING REGULATIONS and TECHNICAL REGULATIONS.
- 1.17 **PROVIDER** means [•].
- 1.18 **PRODUCTION SITE** means the factory that will produce the PRODUCT supplied pursuant to the CONTRACT.
- 1.19 **SPECIAL CONDITIONS** means the provisions contained in Part 2 of the CONTRACT.
- 1.20 **SPORTING REGULATIONS** means the Sporting Regulations applicable to the CHAMPIONSHIP as published and amended by the FIA from time to time.
- 1.21 **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.
- 1.22 **TECHNICAL REGULATIONS** means the Technical Regulations applicable to the CHAMPIONSHIP as published and amended by the FIA from time to time.
- 1.23 **TYRE SUPPLIER** means the sole supplier nominated by the FIA to supply tyres for the CHAMPIONSHIP.

## APPENDIX I

### TECHNICAL SPECIFICATIONS

#### 1. Regulations

Given the change in tyre dimensions, article 12.4 of the 2019 Formula One Technical Regulations will no longer be valid for 2021. The design of the wheel should broadly follow the current article - adjusted for the new tyre dimensions - and be developed in conjunction with the FIA and the TYRE SUPPLIER. If a single supply of wheel rims is adopted from 2021 onwards, it is expected that the regulation will be simplified and refer to the standard wheel rims.

Material choice is free, but should the PROVIDER propose a different material to those currently allowed for wheel rims, justification should be provided.

#### 2. Design

It is anticipated that the wheel rims will be similar to current F1 wheel rims. The design will be part of the selected PROVIDER's responsibility, but it should aim to meet as much as possible the COMPETITORS' satisfaction.

It is probable that the wheels will have a fairing closing the outboard face. This will be confirmed by 1 January 2020. Provision should be made for fixing this fairing. Positioning of the inflation valve should consider this fairing.

The design of the bead and the well will be agreed with the TYRE SUPPLIER.

The mounting detail to the car will be a prescribed design. It will have a single wheel nut, which will not be captive. Drive pegs will be part of the axle. Any spacers between the wheel and the axle will remain with the axle.

The inflation valve is part of the tender. It should follow current F1 practice.

A standard tyre temperature and pressure sensor (TTPS) will be mandatory for 2021. This is not part of the tender, but the wheel should include the mounting for this. The design of this mounting will be agreed with the supplier of the TTPS.

#### 3. Stiffness and Mass

We expect loads at the contact patch to be roughly similar to those of 2019. Detailed load cases will be provided before the 1 January 2020.

With the change in tyre dimensions, the correct compromise between stiffness and mass will be agreed between the COMPETITORS, the PROVIDER and the FIA. The PROVIDER should supply a series of proposals for stiffness/mass options by 30 November 2019.

Overall, the FIA would accept some increase in weight relative to a design produced by a COMPETITOR alone if that increase allowed reduced cost.

4. Product lifetime

The fatigue lifetime of the rims should be in excess of 10,000 km. A load spectrum for fatigue analysis will be available by 1 January 2020.

## APPENDIX II

### DETAILS OF SUPPLY

#### 1. Wheel Rim deliveries to COMPETITORS

It is proposed that delivery to the COMPETITORS be split into three batches. Twenty car-sets by the end of November of the previous year, 20 car-sets by the end of February and 20 car-sets by the end of May. The first delivery to COMPETITORS would be by the end of November 2020.

#### 2. Pricing

The tender should include prices, confirmation of delivery schedules and payment timing details for the following where applicable:

- The supply of wheel rims and valves for a two-car COMPETITOR and the supply of wheel fairings if offered.
- An explanation of non-recurring engineering, tooling and development costs, and whether they are charged once or amortised.
- Expected prices associated with the provision of legacy support described below.

#### 3. Intellectual Property

The FIA remains the owner of the intellectual property rights in the technical specifications provided by the FIA to the selected provider.

Final design IP will remain the property of the selected provider, but they will be required to provide detailed CAD models (and drawings where appropriate) as required for installation purposes and to allow vehicle dynamics simulations to be carried out by the COMPETITORS.

The selected provider shall grant a perpetual licence to the COMPETITORS and the FIA for the use of the models, drawings, documentation and other information referred to above, including for the purpose of the regulations. For the avoidance of doubt, proprietary processes and other manufacturing process information is not included in this disclosure.

#### 4. Association rights

The PROVIDER shall have no right to refer to itself or authorise any third party to refer to the PROVIDER (whether in marketing/promotional materials, on websites/social media platforms or otherwise) as a supplier or service provider (or similar) to the CHAMPIONSHIP or the Formula 1™ brand (or otherwise imply the same) without first entering into a separate written agreement with the Commercial Rights Holder of the CHAMPIONSHIP for the grant of this right.

#### 5. Additional agreements with COMPETITORS

In addition to the standard supply agreements, the selected provider shall be free to enter into separate agreements with competitors, containing such commercial terms, including, 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.

6. Legacy running

Provision should be made to facilitate running of 2021, 2022, 2023 and 2024 cars in the future as part of COMPETITORS' legacy programmes or future historic F1 car running. The selected provider should agree to make best endeavours to provide wheel rims to allow these activities to continue, either through their own company or through a supported sub-contractor.

7. Business Continuity Protection

By definition, the selected provider will be the only source of wheel rims for the entire F1 grid. To protect the series from any scenario when supply cannot be maintained (for example, business failure or serious factory damage), all design and production information necessary to allow production to be continued elsewhere should be lodged with the FIA (and the selected provider and/or any liquidator, administrator or other insolvency practitioner acting on the selected provider's behalf, shall sign all such documents and do all such acts as are necessary to facilitate the transfer of this information to the FIA). This information will be kept secret and assuming it is never needed, will be destroyed at the end of the contract period.

8. Consultation and Approval

The selected provider shall regularly consult and cooperate with the FIA throughout the contract period. Furthermore, all designs, specifications and other deliverables developed by the selected provider as part of this project must be approved in writing by the FIA.