

TYRE TENDER

For the class SP 10 (SRO-GT4) in the following Championship/Events:

- VLN Langstreckenmeisterschaft Nürburgring (all single events)**
- ADAC Zurich 24h-Rennen**
- ADAC Zurich Qualifikationsrennen 24h-Rennen**

CONDITIONS OF THE TYRES SUPPLY AND PUBLICITY PARTNERSHIP CONTRACT
FOR THE 2017/2018 SEASON OF THE ABOVE MENTIONED CHAMPIONSHIP/EVENTS

1. DEFINITIONS

In the contract as defined hereunder, the following terms must be understood as follows:

1.1 CHAMPIONSHIP/EVENTS:

This tyre tender is applicable for the following CHAMPIONSHIP/EVENTS:

- VLN Langstreckenmeisterschaft Nürburgring (all single events)
- 24h-Rennen
- ADAC Qualifikationsrennen 24h-Rennen

The CHAMPIONSHIP/EVENTS are governed by:

- the FIA International Sporting Code and the Appendices thereto,
- the DMSB Regulations,
- the General Championship and Event Regulations,
- the General Standard Supplementary Event Regulations,
- the Special Championship and Event Regulations (Sporting Regulations),
- the DMSB Legal Order and Code of Procedure ("RuVO"),
- the DMSB Environmental guidelines,
- the Technical Regulations concerning the Category SP 10 (SRO-GT4) including SRO-GT4 Homologation
- all other FIA and DMSB Regulations

This combined set of texts constitutes the legal, administrative and technical framework of the CHAMPIONSHIP/EVENTS and the conditions set forth therein shall have binding force and prevail among the parties to the contract.

1.2 The championship organizer (VLN e.V. & Co. oHG) and single event organizers (ADAC Nordrhein e. V.), hereafter referred to as: Series organizers, have entrusted the _wige LIVE GmbH with this tyre tender with related rights and proxies. The _wige LIVE GmbH will oversee the tender procedure.

1.3 The COMPETITORS shall mean all the COMPETITORS taking part in the above mentioned CHAMPIONSHIP/EVENTS who are required by regulation to compete using only the TYRES defined by the SPORTING REGULATIONS and which is the subject of the present invitation to

tender.

1.4 The MANUFACTURER shall mean the TYRE MANUFACTURER which tenders for the class SP 10 (SRO-GT4) and enters into the contract to supply TYRES for the 2017/2018 season of the above mentioned CHAMPIONSHIP/EVENTS, and does not cover any subcontractor or affiliated company which is not a direct subsidiary.

The contract term is basically for two (2) years (2017/2018), there is a possibility for the Series organizers (VLN/ADAC Nordrhein) to renew the contract annually for another year (after agreement with the MANUFACTURER).

No "regulatory advantage" will be afforded by the series organizers to the MANUFACTURER, i.e. the series organizers will not offer any special treatment or concession to the MANUFACTURER other than that which is mentioned in the current contract.

1.5 The PRODUCTION SITE shall mean the factory which will produce all the TYRES sold over the duration of the CONTRACT that will result from this tendering procedure, in order to guarantee a strictly uniform quality of manufacture (identical tyres per event for all COMPETITORS).

1.6 The TYRES shall mean the subject of this invitation to tender (Appendix I).

1.7 SUPPLY CONDITIONS: This term shall mean the conditions under which the MANUFACTURER shall supply the TYRES to the COMPETITORS.

Each MANUFACTURER wishing to tender must describe in an appendix the specific SUPPLY CONDITIONS it is proposing.

The SUPPLY CONDITIONS must respect the absolute equality of all COMPETITORS and must define the price for supplying the TYRES for the whole duration of the CONTRACT.

A single price scale in Euro, including all the relevant taxes that are applicable for all the destinations, must be proposed.

Notwithstanding compliance with all the conditions set out in the present invitation to tender, each tenderer must obligatorily fill in the form given in Appendix II and enclose it with the tender.

The TYRES must be made available at the venue for each CHAMPIONSHIP/EVENT.

1.8 CONDITIONS OF THE PUBLICITY PARTNERSHIP: this term implies the conditions under which the MANUFACTURER commits to giving his financial support in the form of a publicity partnership.

Each MANUFACTURER that wishes to tender must submit a firm and complete proposition concerning a publicity partnership, including significant advantages for the COMPETITORS and the VLN/ADAC Nordrhein and to describe in an Appendix the precise PARTNERSHIP CONDITIONS that it proposes. Each petitioner must complete the form in Appendix III and add it to the bid.

In the framework of the CONTRACT, the MANUFACTURER is entitled to undertake advertising according to the conditions set down in Appendix III and for commercial reasons to make the

most of the fact that it has received the suppliers CONTRACT; it will also be entitled to be recognised in all respects as an exclusive supplier of the class SP 10 (SRO-GT4) in the above mentioned CHAMPIONSHIP/EVENTS.

However, several conditions apply to the granting of this entitlement:

i. The right to advertise an association with the CHAMPIONSHIP/EVENTS is always subject to the right of the series organizers, by name the VLN e.V. & Co. oHG and ADAC Nordrhein e. V. to protect the value and integrity of the CHAMPIONSHIP/EVENTS and the sport. For this reason (and for this reason only), the Series organizer reserves the right to object to the content of any particular advertisement if the Series organizer regards the content or nature of such advertisement or promotion to be detrimental to the interests of the CHAMPIONSHIP/EVENTS or the sport. In the event of such an objection, the MANUFACTURER will withdraw or modify the advertisement or promotion as appropriate. The MANUFACTURER will submit to the Series organizer any proposed advertisement in advance for written approval.

ii. It is specifically acknowledged by the MANUFACTURER that entering into an arrangement with the VLN e.V. & Co. oHG / ADAC Nordrhein e. V. which entitles the MANUFACTURER to advertise its association with the CHAMPIONSHIP/EVENTS will not prevent the series organizer from applying all sporting rules in a manner which is scrupulously fair. Therefore, nothing in this agreement will confer any advantage or right to any special treatment in the field of the CHAMPIONSHIP/EVENTS.

iii. To ensure that there can be no conflict of interest, the MANUFACTURER acknowledges that, if the contract goods fail in any respect to meet the DMSB's regulatory criteria, the Series organizer will apply whatever sanction or penalty is appropriate notwithstanding the terms of this agreement. Nothing in this contract may be cited as any defence to an infraction of any of the DMSB's rules or the FIA International Sporting Code and no warranty or expectation arises as a result of this agreement that the contract goods comply with any sporting rule. Nothing in this agreement can be regarded as limiting in any way the series organizers discretion to take regulatory decisions.

1.9 The CONTRACT shall mean the TYRE supply and publicity partnership CONTRACT to be signed between the selected MANUFACTURER and Series organizer upon completion of this tendering procedure.

In order to ensure that the TYRES are available for each single event including free practice and qualifying's sessions of each COMPETITOR, the selected TYRE MANUFACTURER has four weeks counting from the notification of the draft CONTRACT in which to send any comments and to supply the documents necessary for the finalisation of the contract. If this time limit is not respected, the Series organizer reserves the right to revise its position on the awarding of the CONTRACT resulting from the invitation to tender, without it being possible for any legal action to be taken against it.

In any case, the selected TYRE MANUFACTURER must make all due haste to ensure that the CONTRACT is finalised before the date on which the TYRES are to be available, as set out in this invitation to tender.

2. RELATIONS BETWEEN THE MANUFACTURER AND THE COMPETITORS

This invitation to tender does not govern the private relationship between the COMPETITORS

and the MANUFACTURER.

However, this invitation to tender does require that the MANUFACTURER sells the COMPETITORS as an option of the offer:

- the TYRES necessary for free practice and qualifying's before each single EVENT at the same price as the TYRES for each single race.

The solvency of the COMPETITORS is not in any way guaranteed by the CONTRACT which shall result from this invitation to tender.

3. SUBCONTRACTING

The CONTRACT may not be assigned or transferred under any circumstances whatsoever without the express agreement of the Series organizer; this condition also applies to subcontracting.

However, this express agreement is not required in the case of the assignment, transfer or subcontracting of the contract to a direct subsidiary of the MANUFACTURER.

4. GUARANTEE OF THE CORRECT EXECUTION OF THIS CONTRACT

4.1 The MANUFACTURER which enters into the contract once its tender has been accepted must produce an attestation certifying that an insurance policy has been contracted in its name with a top-ranking international insurance company, these document covering both its liability as MANUFACTURER for any and all action which might be taken to obtain compensation for prejudice caused by a manufacturing defect affecting the TYRES used pursuant to the CONTRACT, and its liability in the event that it fails to supply the quantity of TYRES required for the CHAMPIONSHIP (see article 6.2).

4.2 The insurance cover is to guarantee the solvency of the MANUFACTURER in the event that the MANUFACTURER is held liable and must compensate third parties pursuant to a court decision or an amicable settlement following legal action taken to enforce the guarantee of either the MANUFACTURER or the Series organizer.

5. GOVERNING LAW AND LANGUAGE

5.1 All documents in connection with this invitation to tender shall be drafted in English or German. The language which shall prevail for the Interpretation of the provisions of the CONTRACT will be determined according to the selected supplier.

5.2 The governing law shall be German Law. It shall apply to this invitation to tender, as well as to the CONTRACT.

5.3 The Court having jurisdiction to settle any dispute which may arise between the Series organizer, the MANUFACTURER and the COMPETITORS in connection with this invitation to tender and the ensuing CONTRACT, regardless of which parties are in dispute, shall be the responsible authorized court in Cologne / Germany.

6. FAILURE TO SUPPLY

6.1 If the MANUFACTURER cannot meet the demand of the COMPETITORS and has not provided for a production capacity allowing it to meet the demand of the entered cars, the MANUFACTURER shall be liable for all costs, damages, legal expenses, etc., which this failure to supply has entailed.

Therefore, at the time the CONTRACT is entered into, the MANUFACTURER must present a blanket insurance policy covering its liability in the event that it fails to supply the quantity of TYRES required for the CHAMPIONSHIP/EVENTS (see Article 4.1).

6.2 The CONTRACT shall contain the following clause releasing the MANUFACTURER from liability if such failure to supply is due to a force majeure event:

“In the CHAMPIONSHIP/EVENTS that the MANUFACTURER is unable to supply the quantities of TYRES required for the competitions in accordance with the provisions of this CONTRACT, the MANUFACTURER shall not be liable if such failure to supply is due to a force majeure event, such as war, insurrection, earthquake, not, or depletion of stocks of raw materials, if such depletion affects all the companies which are rivals of the MANUFACTURER and blocks the entire industrial production of racing TYRES.

Depletion of stocks of raw materials which does not affect the entire TYRE manufacturing industry shall not be considered a force majeure event. Strikes and other social strike or problems which prevent manufacture of the TYRES in the factories of the MANUFACTURER are also not considered to be force majeure events.“

No occurrence other than the force majeure events referred to above shall release the MANUFACTURER from liability in case of failure to supply.

7. TENDERS

7.1 Tenders may be submitted in a closed and sealed envelope addressed to:

_wige LIVE GmbH
Anne Gebauer
Am Coloneum 2
50829 Cologne
Germany

or by E-Mail to Anne.Gebauer@wige.de

and should arrive there no later than 5 pm on **20th January 2017**.

A receipt shall automatically be issued to the tenderer and shall serve as an acknowledgement of receipt.

The _wige LIVE GmbH is entitled, at any time and without giving a reason, to extend or terminate the call for tenders.

Upon receipt of the tyre tender from the MANUFACTURER and during the selection process, the MANUFACTURER shall be obliged to communicate only with the contact mentioned above

(Ms. Anne Gebauer) in all matters concerning this tenders.

7.2 Any envelope received after this date shall not be opened and shall be sent back to the sender.

7.3 The selection of the candidate to be retained after this invitation to tender will be the responsibility of the VLN e.V. & Co. oHG and ADAC Nordrhein e. V..

7.4 Among other criteria, the VLN e.V. & Co. oHG and ADAC Nordrhein e. V. will also consider the performance of the product in relation to the specific class SP 10 (SRO-GT4).

7.5 The selected tenderer shall be informed by e-mail no later than **01th February 2017**.

8. TECHNICAL CONDITIONS

8.1 Each MANUFACTURER wishing to tender must supply TYRES that are in conformity with the technical specifications (Appendix II) and the SPORTING REGULATIONS of the CHAMPIONSHIP/EVENTS.

8.2 The quantity of TYRES necessary for the competition shall mean the quantity necessary for:

- all the COMPETITORS taking part in the CHAMPIONSHIP/EVENTS
- for the free practice and qualifying's before each CHAMIONSHIP/EVENT

The corresponding quantities and delivery rates are specified in Appendix II.

The entire production of TYRES to be used for the CHAMPIONSHIP/EVENTS, which are the subject of this invitation to tender, must be of a strictly uniform quality for each COMPETITOR throughout the CHAMPIONSHIP/EVENTS of the complete season.

8.3 The VLN e.V. & Co. oHG and ADAC Nordrhein e. V. does not guarantee the MANUFACTURER a minimum quantity of TYRES to be supplied.

9. DELIVERY OF THE TYRES

The MANUFACTURER must ensure the transportation and delivery of the TYRES to each single EVENT (including free practice and qualifying's).

The MANUFACTURER responding to the current invitation to tender must present a note explaining the method of delivery to the place where they will be used, with the understanding that the final possible delivery date for the TYRES is the day before the technical verifications for each single EVENT.

At least one representative of the MANUFACTURER must be available throughout each single event.

List of appendix

Appendix I: Technical Specifications

Appendix II: Delivery conditions form

Appendix III: Partnership conditions form

Appendix I

TECHNICAL SPECIFICATIONS APPLICABLE TO THE INVITATION TO TENDER FOR TYRE SUPPLY

DEFINITIONS

TYRES

The TYRES are defined in point 1.6 of the general conditions of this invitation to tender in compliance with the SRO-GT4 Homologation for the above mentioned CHAMPIONSHIP/EVENTS on the Nürburgring Nordschleife / Germany.

PRODUCT

Characteristics, Dimensions and specifications of the proposed tyres for the class SP 10 (SRO-GT4):

	Tyres for dry conditions		Tyres for wet conditions	
	Front	Rear	Front	Rear
commercial name				
commercial dimensions				
product identification				
external diameter	mm	mm	mm	mm

DIMENSIONS (SUGGESTION)

By experience of the CHAMPIONSHIP/EVENTS of the season 2016 the following dimensions were needed by the COMPETITORS: 245/645-18, 265/645-18, 275/645-18, 285/645-18, 305/660-18, 305/680-18 and 325/705-18.

LONGEVITY OF THE TYRES FOR DRY CONDITIONS

It is the duty of the MANUFACTURER to consider all the conditions of use of the TYRES throughout the CHAMPIONSHIP/EVENTS, by referring to the Regulations and to the Calendar of the single events (including free practice and qualifying's). The layout of the circuit Nürburgring Nordschleife, the possible meteorological conditions, excluding extreme weather such as might cause the event to be cancelled, the number of tyres allocated per event and the length of these must be taken into account, in order to define the proposed characteristics for the products.

LONGEVITY OF THE TYRES FOR WET CONDITIONS

In the same way, the life of the tyres for wet conditions must take into account that a complete race on the Nürburgring Nordschleife that is totally, but not uniformly, wet, concentrating on the driving safety given by these products in conditions of heavy rain.

PRODUCT CODE (e.g. BARCODE)

All tyres (slick and wet) must have an unique identification (PRODUCT CODE label, no

duplicate codes for slick and wet tyres) applied during the production process to identify each single tyre. This PRODUCT CODE label must be visible from the outside of the tyre.

Appendix II

CONDITIONS OF DELIVERY APPLICABLE TO THE INVITATION TO TENDER FOR THE SUPPLY OF TYRES

INFORMATION ON SALES PRICES*

Slick Tyres

	Price for the COMPETITORS including all taxes and costs
Tyre delivered at the place of use	

Wet Tyres

	Price for the COMPETITORS including all taxes and costs
Tyre delivered at the place of use	

*The Price per set of tyres (slick and wet) may not exceed the usual market price level.

INFORMATION ON THE PLANNED SERVICE

- The logistics concerning the proposed delivery
- Type of team in charge of the logistics (importers' Service provider, etc.)
- Methods of transporting the products to the facilities used by this team.
- Methods put in place to the single events incl. free practice and qualifying's

The human resources put in place to run this program:

- Organisation chart
- Numbers
- Availability

The commercialisation diagram:

- Order methods
- Payment methods
- Delivery delay after ordering
- Other points

Appendix III

PARTNERSHIP CONDITIONS APPLICABLE TO THE INVITATION TO TENDER FOR THE TYRE SUPPLY

As part of this invitation to tender, the implication of the MANUFACTURER in terms of a publicity partnership for the benefit of the COMPETITORS and the CHAMPIONSHIP/EVENTS will be evaluated according to the following criteria:

Slick- and Wet-tyres:

At each single events all COMPETITORS of this event participating in the class SP 10 (SRO-GT4) must buy/use the Slick- and Wet-tyres from the MANUFACTURER.

OBLIGATION TO RETURN USED TYRES

The MANUFACTURER has to take back all the used tyres which he has sold to the COMPETITORS at each single event.

COMPUTER AND READING DEVICES FOR BARCODE

The MANUFACTURER has to provide for each single event min. 1 Computer incl. Software and min. 4 Reading devices for the Bar code system to the single event organizer.

PARTNERSHIP CONCERNING VISIBLE SPACES

In order to increase the value of its presence as exclusive supplier of the CHAMPIONSHIP/EVENTS, the with VLN e.V. & Co. oHG and ADAC Nordrhein e. V. reserves the following visible spaces for the MANUFACTURER:

- frontal position on the cars. The sticker shall be positioned as specified in the sticker instruction with a maximum length of 400 mm
- one embroidered patch on the drivers overalls at chest level (120 x 50 mm). The Patch shall be positioned as specified in the sticker instruction
- at the podium ceremony the drivers has to wear Caps from the MANUFACTURER
- at each single event the MANUFACTURER will get the possibility to brand himself with minimum 2 flags and 4 banners (max. 4m x 1m) in the paddock
- Logo (and link to the MANUFACTURER) on the websites of the CHAMPIONSHIP/EVENTS

The series organizer grants the MANUFACTURER that the visible spaces mentioned will be mandatory in the relevant SPORTING REGULATIONS.

The MANUFACTURER is requested to make a financial offer as compensation for the availability of these areas as well as support of the CHAMPIONSHIP/EVENTS.

OTHER PARTNERSHIP SUGGESTIONS

The MANUFACTURER shall remunerate for the rights granted by paying a sponsorship fee as specified below:

Please enter your sponsorship fee / free tyres for the services bundle here:

2017	2018
_____ € (netto)	_____ € (netto)

Based on the average number of spectators per season, the sponsorship fee shall be agreed upon as follows:

< 10	Racing cars	90% of the above total
10 – 15	Racing cars	100% of the above total
> 15	Racing cars	120% of the above total

CHAMPIONSHIP/EVENTS MARKETING BUDGET

The MANUFACTURER shall provide a marketing contribution for the CHAMPIONSHIP/EVENTS in the amount of €..... net (please indicate amount) per season for continuous series advertising. A working group of representatives from the MANUFACTURER and from _wige LIVE GmbH shall discuss the marketing measures in good time before the respective racing season and then jointly decide on how to use the marketing contribution. The working group shall agree on which party shall be responsible for implementation. Possible uses of the contribution include, e.g., expansion of TV exposure combined with a TV presenting package for the MANUFACTURER or a national promotion campaign in Germany.