
GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP 2017)**1. SCOPE OF APPLICATION**

- 1.1. These General Terms and Conditions of Purchase govern the legal relationships between Tamedia and the supplier in the delivery of physical or intangible goods or in the provision of services the outcome of which has been guaranteed by the supplier. Once an offer or confirmation of an order is submitted, the supplier is deemed to have taken note thereof and to have accepted the same without reservation.
- 1.2. Divergences from these General Terms and Conditions of Purchase are valid only if they are agreed to in writing in the contract document or are confirmed in writing by Tamedia in the order or acceptance of an offer. Tamedia's silence, or the acceptance of a delivery or service, shall not be deemed acknowledgment of a divergent agreement.
- 1.3. The supplier's general terms and conditions of business, or general contract terms and conditions, are excluded in their entirety.

2. CONTRACT FORMATION

- 2.1. All agreements and legally relevant declarations by the parties require written form to be valid. Oral agreements require written confirmation to be valid.
- 2.2. A contract between the supplier and Tamedia shall come into existence through both parties' execution of a contract document, the supplier's confirmation of an order from Tamedia, or Tamedia's acceptance of an offer from the supplier.
- 2.3. In the event that contracts are processed electronically, the electronic recording and confirmation of orders in the corresponding system is equated to written form.

3. OFFERS AND ORDERS

- 3.1. Offers, including any presentations, are made free of charge. They shall be valid for three months after submission and are legally binding on the supplier.
- 3.2. Should the supplier's goods or services be capable of influencing Tamedia's market position relative to its competitors, the supplier shall inform Tamedia at the time of the offer whether it is already providing these goods or services to Tamedia's competitors, whether it has already offered these goods or services to such competitors, or whether it intends to make such an offer.
- 3.3. Tamedia may cancel its order up till receipt of the supplier's written order confirmation. Orders are to be confirmed within two weeks of being received. If an order confirmation differs from the order, Tamedia shall only be bound if it has consented to the difference in writing. Even an acceptance of deliveries or services, or payments by Tamedia, shall not signify consent.

4. OBJECT OF THE CONTRACT

The nature, scope and time of deliveries and services are defined in the order, offer or contract document.

5. DELIVERY AND ACCEPTANCE

- 5.1. Goods being delivered are to be packaged properly and in accordance with usual commercial standards. The supplier agrees, at its expense, to take the packaging back at the place of performance and to dispose of it properly.
- 5.2. Deliveries and services that go beyond simple deliveries of goods are to be accepted by Tamedia. This shall require an acceptance report signed by Tamedia. Tamedia's receipt of a delivery or service shall not constitute acceptance.

5.3. The goods or work ordered shall become the property of Tamedia immediately upon delivery or acceptance.

6. PLACE OF PERFORMANCE AND PASSAGE OF RISK

6.1. The place of performance is the business location of the Tamedia business unit placing the order.

6.2. The benefits and risks shall pass to Tamedia upon completion of delivery at the place of performance or upon successful acceptance. Transport is at the supplier's risk.

7. DELIVERY DATES AND DELAYS

7.1. Agreed delivery dates and delivery times are binding. The supplier shall promptly inform Tamedia of foreseeable delays. Partial deliveries and early deliveries are permitted only by prior agreement with Tamedia.

7.2. The supplier shall immediately go into default if it fails to adhere to agreed delivery dates or times. Delivery in full at the place of performance, or successful acceptance by Tamedia, shall determine whether a date has been adhered to.

8. QUALITY ASSURANCE

8.1. The supplier shall perform quality control that is suitable in kind and extent and that meets the state of the art. If so requested, the supplier agrees to enter into a quality assurance agreement with Tamedia.

8.2. Incoming goods are inspected at Tamedia only for outwardly discernible damage and outwardly discernible divergences in identity and quantity. Tamedia reserves the right to carry out additional inspections of incoming goods.

9. PRICES

9.1. The prices listed in the respective orders or offers, or those agreed to in the contract document, are fixed, binding prices and exclude additional charges.

9.2. Prices cover all expenditures required to fulfill the related contract. Prices include, in particular, packaging, transport and insurance costs, expenses, license fees and any public charges and tariffs, with the exception of Swiss value added tax. The latter is to be shown separately.

10. BILLING AND PAYMENT TERMS

10.1. Invoices complying with statutory requirements and providing all relevant information are to be sent in writing to the address indicated by Tamedia. In the event that contracts are processed electronically, invoices are to be presented via the corresponding system. A separate invoice is to be created for each order, providing the order number and order date. The currency of invoicing must be the same as the currency of the order.

10.2. The payment period allowed is 30 days, beginning upon full performance of the delivery or service and receipt of a properly issued invoice.

10.3. In the event of defective delivery or service, Tamedia may withhold a proportionate amount of the payment pending proper performance.

10.4. Tamedia may offset any amounts – either its own or those of a company fully consolidated with it as per the latest published annual or semi-annual financial statements – that are payable to the supplier against its own receivables or those of companies with which it is fully consolidated. This shall apply irrespective of the due dates of the payables or receivables to be offset.

10.5. The supplier may not assign an amount receivable from Tamedia to a third party or have it collected by the latter.

11. WARRANTY

- 11.1. The supplier warrants and guarantees that its deliveries and services conform to the promised or agreed qualities and specifications and comply with applicable legal provisions and regulations, as well as that they exhibit no physical or legal defects that impair their value or fitness for the presupposed use. This supplier's warranty also extends to deliveries and services performed by subcontractors and other assistants engaged by it.
- 11.2. Tamedia is released from the duty of prompt inspection and notification of defects. Irrespective of any acceptance or inspection of incoming goods, notice of defects may be given at any time throughout the warranty period.
- 11.3. Should a defect be present, Tamedia, at its option, may (1) demand prompt repair or replacement at no charge, (2) claim a price reduction corresponding to the diminished value or (3) rescind the contract without compensation. In urgent situations, or in the event of dilatory behavior on the part of the supplier, Tamedia may correct the defect itself, or have it corrected by a third party, at the supplier's expense. In addition, the supplier shall be liable for all damage caused by the defective delivery or service unless it proves that no culpability attaches to it and the subcontractors or other assistants which it engaged.
- 11.4. Upon first request, the supplier shall hold Tamedia harmless against all liabilities arising from the fact that a delivery or service is encumbered by third-party rights. The supplier shall provide Tamedia with appropriate support in defending against such third-party claims and shall assume the costs incurred in connection therewith, in particular legal expenses and attorney's fees.
- 11.5. The warranty period is 24 months and commences upon the passage of risk. This period shall be extended by the time during which the defective delivery or service is unable to be used as intended. For goods or services replaced or repaired, a new warranty period begins to run from the time of replacement or repair.

12. REPLACEMENT PARTS, MAINTENANCE AND SUPPORT

The supplier gives its assurance that it can deliver replacement parts, and provide maintenance and support services, on reasonable terms for five years subsequent to delivery.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. The supplier grants Tamedia and the companies of its Group a non-exclusive, freely transferable license to use standard software for the intended purpose, with no geographical or temporal restrictions.
- 13.2. Intellectual property rights over work products created especially for Tamedia are the sole property of the latter, with no further declaration by the supplier being required in this regard.
- 13.3. All rights to templates and documents provided to the supplier by Tamedia for purposes of contract performance shall remain, in their entirety, with Tamedia.

14. CONFIDENTIALITY

- 14.1. The supplier agrees, without any time restrictions, to treat as confidential all Tamedia information of which it became aware upon the conclusion of the contract or in connection with the performance of the latter and which is neither public knowledge nor generally available. Such information may only be used for purposes of fulfilling the contract.
- 14.2. The supplier shall impose this obligation of confidentiality on all persons involved in the providing of services or otherwise in the performance of the contract.

15. COMPLIANCE WITH STATUTORY PROVISIONS

- 15.1. The supplier shall refrain from all payments, gifts or promises that violate Swiss or foreign laws on bribery and corruption.
 - 15.2. The supplier shall ensure that its deliveries and services comply with the respectively applicable environmental protection laws.
 - 15.3. The supplier shall abide by all applicable statutory provisions regarding the deployment of employees, in particular those relating to social security, equal opportunity, withholding taxes, distant and foreign postings, and work permits.
 - 15.4. In the event that this section 14 is violated, Tamedia may rescind the contract without compensation and cancel orders placed, with no costs entailed. In addition, the supplier shall compensate Tamedia for any damages and costs arising for the latter in connection with a violation of this provision.
- 16. CITATION AS REFERENCE**
- The supplier may advertise its business relationship with Tamedia only upon prior agreement with the latter.
- 17. APPLICABLE LAW AND PLACE OF JURISDICTION**
- 17.1. This contract is subject exclusively to Swiss law, excluding the UN convention of April 11, 1980 on the international sale of goods.
 - 17.2. The place of exclusive jurisdiction for both parties is Zurich.

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