

**FIM RACING HOMOLOGATION PROGRAMME FOR PAINTS  
(FRHPpa)**

**HOMOLOGATION MANUAL - FRHPpa-01  
GENERAL TERMS AND CONDITIONS**

**2023**

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## I. GLOSSARY

### A. General terms of the FIM Racing Homologation programme

<b>Applicant</b>	Legal entity applying for the FRHP before the FIM. The applicant shall be the company that markets the paint to its end-users through customary sales channels (wholesalers/retailers/direct sales) or sells and/or supplies the paint to circuits. The Applicant may, and in many cases will, also be a paint manufacturer.
<b>Application Form (homologation or update)</b>	Part of the Homologation Manual, to be completed by the Applicant while applying for the FRHP.
<b>FMN</b>	National Motorcycling Federation affiliated to the FIM.
<b>FRHP</b>	FIM Racing Homologation Programme which grants recognition to products of compliance with safety requirement required for competitions.
<b>FRHPpa</b>	FIM Racing Homologation Programme for Paints. FRHP that grants recognition to paints that meet the FIM paints Standard.
<b>FRHPpa-01</b>	Current version of the FIM Paints Racing Homologation Programme
<b>FIM Racing Homologation</b>	Official confirmation issued by the FIM acknowledging that Products comply with the required technical safety and competition requirement and meet particular specifications related to performance.
<b>FIM Product Standard</b>	Set of testing methods and corresponding performance criteria on the basis of which a Product may be granted an FIM Racing Homologation.
<b>Homologation Emblem</b>	Emblem issued by the FIM that includes the Applicant logo, the FRHP logo, the category of Product and the Product Model .
<b>Homologation Fee</b>	Cost associated with the homologation of a Product by the FIM as set out in this Homologation Manual.
<b>Homologation Label</b>	Official label provided exclusively by the FIM to the Applicant once homologation has been granted.
<b>Homologation Manual</b>	Formal document setting out the technical information, criteria and general contractual terms and conditions applying to the Applicant upon submission of its Application Form. The Homologation Manual shall be duly filled in, signed and returned by the Applicant to the FIM. This is a precondition for the homologation to proceed.
<b>Homologation Notice</b>	Contractual document that grants the homologation to the Applicant for a specific Product and sets out the specific conditions applicable to the Applicant.

<b>Homologation Refusal</b>	Formal letter transmitted by the FIM to the Applicant in the event that homologation is not granted to an Applicant for a particular Product Model.
<b>Intellectual Property Rights</b>	All trademarks, trade and business names, patents, copyright (including copyright in a computer program), database rights, design rights, registered designs, utility models, semi-conductor topography rights, inventions, know-how, confidential information and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether or not registered or capable of registration, in respect of such rights which are registrable and all applications for registration of any of the foregoing rights.
<b>Personal Data</b>	Any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
<b>Product</b>	Any sort of light panel (FRHP1p), helmet (FRHPhe), barrier (FRHPba), and paints (FRHPpa) submitted by the Applicant for the homologation.
<b>Product Model</b>	The Model of Product indicated in the Application Form.
<b>Product Sample</b>	Unit of the Product that must be submitted by the Applicant at its cost to the FIM or the Testing Laboratory.
<b>Supplier</b>	Any third party that provides parts or material to assemble or to manufacture the product submitted by the Applicant for the FHRP.
<b>Testing Laboratory</b>	Private, public or private/public entity that has received an assignment from the FIM to perform tests according to a certain Homologation Manual and for the FRHP.
<b>Test Report</b>	Document issued by the Testing Laboratory that contains the test results relatively to a specific Application Form.

## B. Terms applicable only for paints

<b>Asphalt Substrate</b>	Fluid mixture composed of bitumen (binder), stone aggregates, fillers and additives, over which the paint will be applied for testing purposes.
<b>FIM Paints standard</b>	Set of testing methods and corresponding performance criteria on the basis of which Paints may be granted a FIM Racing Homologation.
<b>Hiding Power</b>	The ability of the paint to obscure the substrate over which it is applied.
<b>Luminance factor <math>\beta</math></b>	The ratio of the luminance of a film of the paint in a given direction to that of a perfect reflecting diffuser identically illuminated.
<b>Paint</b>	A system in liquid form, composed of binders, pigments, fillers and additives dispersed in water in the correct proportions. When applied onto a substrate, it dries to form a solid, smooth and continuous finished thin film of paint.
<b>Paint batch</b>	Quantity of material (in litres) of paint, which shall be demonstrated by the manufacturer to have a uniform composition.
<b>Shelf Life</b>	The usable storage time of the paint material, between date of manufacture and the time at which the paint does not satisfy the product and performance requirements any longer.
<b>VOC</b>	Any organic compound of the paint having an initial boiling point less than or equal to 250°C, measured at a standard pressure of 101,3kPa, as indicated in the MSDS.

## II. FOREWORD

Until now, the FIM has referred solely to existing international standards for the approval of paints for use in its competitions.

In order to take account of a more complete and demanding evaluation of performance, and give specific and exclusive recognition to paints that meet more demanding criteria, the FIM Technical and Circuit Racing Commissions have now launched a pioneering and unique programme, the FIM Racing Homologation Programme for paints (FRHPpa), which features the latest state of art methods of testing.

Under this programme, the FIM will grant paints a homologation certificate and labels, which will be a mandatory prerequisite to be entitled to be used on Circuit for FIM competitions.

To obtain such homologation, the paint will have to meet the high performance and quality standard set by the FIM, in addition to be approved according to selected international standards.

The paint properties will be evaluated through a test protocol which aims to trigger the development of paints offering an optimal protection for riders. An optimal protection is understood as providing a minimised risk of slipping.

The FIM test approach will first assess the paint response to pendulum test to evaluate the skid resistance.

In addition, the rate of consumption and the drying time will be evaluated and the luminance and the colour chromaticity will be measured.

FIM Homologated paints will be required in all Circuit Racing FIM World Championships and Prize events as of 2021. The homologation will allow the FIM to ensure a more complete and high-end protection for its riders and in particular to better track and control paints used in FIM competitions. It will also tend to preserve the interests of the homologated paints' manufacturers.

This document was prepared under the direction of the FIM International Technical Commission, in collaboration with the FIA and leading road paint manufacturers. The document provides the TECHNICAL INFORMATION AND CRITERIA and the TERMS AND CONDITIONS, for interested parties wishing to apply to the Programme.

As the paints can also be used for FIA circuits and the requirements are the same, it is recommended to do the homologation for both entities at the same time. In the case of the homologation was already granted by the FIA, the FIM homologation could potentially be granted by using the test report send by the FIA.

This document may be subject to amendments as determined by the FIM.

### III. SCOPE

This standard aims to evaluate the safety performance of paints intended for use in motor racing circuits. It defines appropriate test methods for measuring the performance in terms of rate of consumption, drying time, luminance coefficient, chromaticity coordinates and skid resistance in wet conditions.

Paints homologated in accordance with this standard are intended to be used for the white edge lines, as well as any other marking on the track, pit lane, kerbs and asphalt run-off areas.

This standard makes references to several international standards. It shall always be considered the latest publication of each reference.

- EN ISO 3504-3, *Paints and varnishes – Determination of hiding power*
- EN 1436:2018, *Road marking materials for road users*
- EN 13036-4:2011, *Road and airfield surface characteristics*
- EN 1062-1: 2005, *Paint and varnishes – Coating materials and coating systems for exterior masonry and concrete*
- ASTM D7 11, *No pick up time for road markings*

## **IV. TERM**

The terms and conditions of this Homologation Manual shall enter into force from the submission of the Application Form or the signature of this Homologation Manual by the Applicant, whichever is the earlier; they shall remain in force either during the Term of the Homologation Notice if the FIM Racing Homologation is granted, or until the Application is withdrawn if the FIM Racing Homologation is rejected.



## V. TECHNICAL INFORMATION AND CRITERIA

### V.1 ELIGIBLE PAINTS

The paint must be a water-based paint. Additives such as quartz, glass fragments etc., are accepted only if they were included during the making of this paint. **These additives can never be added after the paint has been made.**

### V.2 PRODUCT REQUIREMENTS

The paint shall meet all the product requirements specified below. Any alteration of these requirements constitutes a change of product (extension), for which an FIM authorisation is required.

The FIM reserves the right to refuse the homologation if the FIM Technical Commission and the FIM Circuits Commission deem the product unacceptable.

#### A. Hiding power

The paint shall have the necessary composition in order to be able to obscure the contrast substrate over which it is applied and dried. The measured hiding power will depend on the paint application method, as defined by the manufacturers within the application guidelines. The hiding power of the paint shall be listed in the Technical Data Sheet (TDS) and be  $\geq 95\%$ .

The FIM reserves the right to perform a test in accordance with the standard EN ISO 6504-3 to measure the hiding power of the paint and verify that it conforms to the given value.

#### B. Luminance factor $\beta$

The luminance factor for paints shall be  $\geq 0.75$ . The FIM reserves the right to perform a test in accordance with the standard EN 1436:2018 - Appendix A in three different measurement points, to measure the luminance factor of the paint and verify that it conforms to the given value.

#### C. Bleed Resistance $\Delta\beta$

The paint must be formulated to inhibit the penetration of the colour from the underlying substrate through the layer of paint.

The difference in luminance factor  $\Delta\beta$  (luminance factor of the paint on a transparent tape and that of the paint on the substrate) shall be  $\Delta\beta \leq 0.03$ . The FIM reserves the right to perform a test in accordance with the standard EN 1871 – Appendix D, to examine the paint for discolouration, when applied over an asphalt substrate and verify that it conforms to the given value.

#### **D. UV Ageing**

The paint must be formulated such that it provides resistance to degradation by ultraviolet light. The difference of the original luminance factor and the luminance factor after test shall be  $\Delta\beta \leq 0,05$ .

The FIM reserves the right to perform a test in accordance with the standard EN 1871, to examine the film of paint for discolouration, when submitted to cycles of UV radiation and condensation.

### **V.3 PERFORMANCE ASSESSMENT**

The performance assessments stated below are mandatory:

- a) Rate of consumption, as per Article **V.4.G** of this standard;
- b) Drying time, as per Article **V.4.H** of this standard;
- c) Luminance coefficient under diffuse illumination, as per Article **V.4.I** of this standard;
- d) Colour chromaticity, as per Article **V.4.J** of this standard;
- e) Skid resistance, as per Article **V.4.K** of this standard.

If deemed necessary by the FIM, paints may be subjected to additional tests.

If the paint is applied with an air-pressurized machine, tests a) to e) apply. In all other methods of application of the paint, tests a), c), d) and e) apply.

### **V.4 TESTING PROCEDURES**

#### **E. Test site**

The test site must be selected by a test house that has been approved by the FIM, and shall consist of a straight and flat field both in longitudinal and transversal directions, without substantial obstacles to daylight.

The substrate that characterises the test site should be an asphalt surface, which is in good condition and homogeneous in texture, with no major defects, such as cracks or similar. Highly porous surfaces shall be avoided.

Prior to commencing the performance assessment of the test paint, the skid resistance test values of the asphalt surface must be measured for each location that will be used for the performance assessment of the test paint. These measurements shall be carried out by the test house in accordance with **V.4. TESTING PROCEDURES, K. Skid resistance** of this standard, within 24 hours prior to the performance assessment of the test paint.

The test site shall be at least 20 X 2 [m] to correspond with paint patterns required for the performance assessment of paints.

It is desirable to have extra space at both ends of the test area of minimum 3 [m], in order to allow safe working conditions and convenient operation of application with paint.

Additionally, the test site must be equipped with three glass plates for every longitudinal paint line that will be applied with the air pressurised machine, as follows:

- a) 1x glass plate shall be placed at the beginning and 1x glass plate at the end of the paint line for measuring the rate of consumption, as specified in **V.4 TESTING PROCEDURES, G. Rate of consumption** of this standard;
- b) 1x glass plate shall be placed near the end of the paint line for measuring the drying time, as specified in **V.4 TESTING PROCEDURES, H. Drying time (No-pick-up time)** of this standard.

For all other application methods, the test site must be equipped with only one glass plate for every paint line that will be applied.

The glass plates shall be of pre-determined mass and dimensions. Recommended dimensions are 300 [mm] x 400 [mm] x 3 [mm] (**Figure 1**).

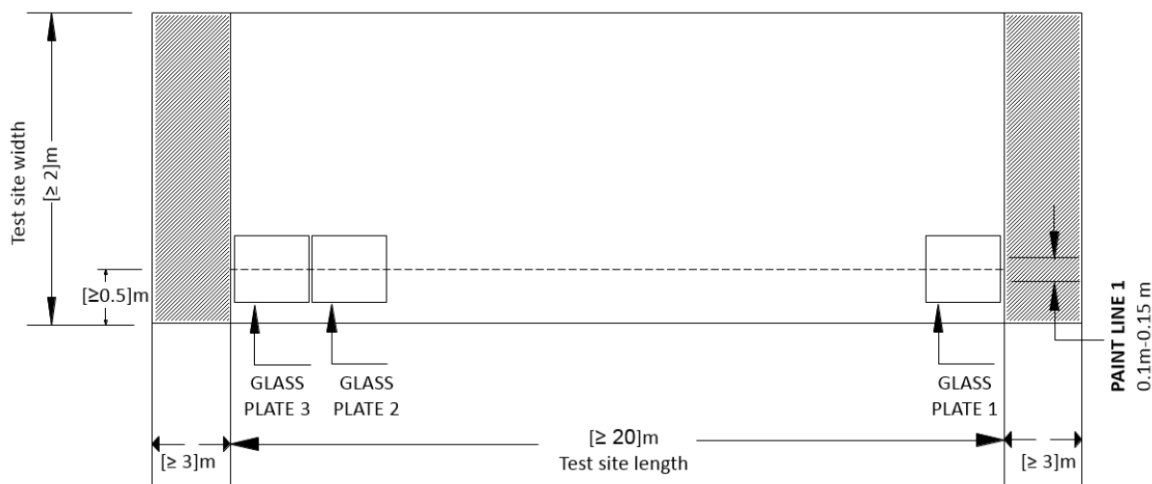


Figure 1 : Recommended test site specifications

## F. Test paint patterns

Paint lines shall be applied longitudinal to the test site and, if possible, on the two furthest sides of the test site, so as to guarantee the greatest possible width clearance between them.

Every paint line that will be applied should be 0.10 [m] ÷ 0.15 [m] wide. The number and length of these lines depend on the application method, as follows:

- a) At least two (2) lines of at least 20 [m] long shall be applied following application with an air-pressurised machine, and including the glass plates that will be placed at the beginning and at the end of every line respectively;
- b) At least one (1) line of at least 10 [m] long shall be applied with either manual sprayer or manual roller applications, and including the glass plate that will be placed at the beginning of every line respectively. In these cases, it is possible to leave unpainted gaps between the measurement locations, where the skid resistance tester value of the paint will be measured.

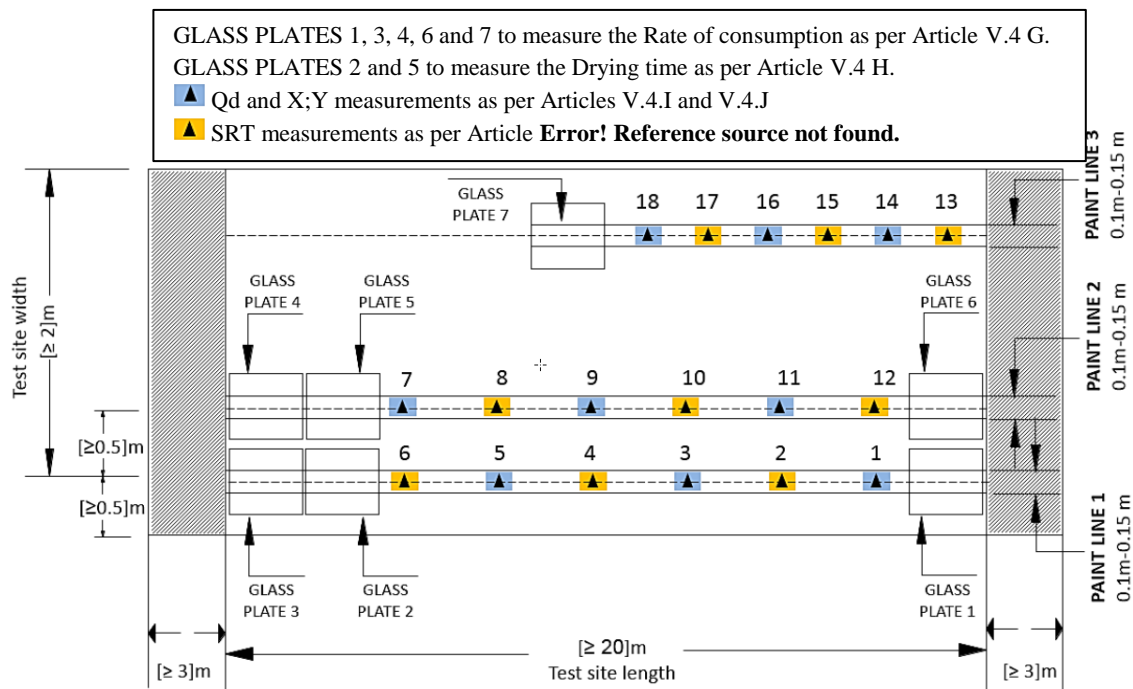


Figure 2: Number and location of measurements points for every line of paint applied

Paint lines 1 and 2 in **Figure 2** above are intended for application with an air-pressurised machine. Paint line 3 in **Figure 2** above is intended for application with manual equipment, such as a manual sprayer or roller.

For all other application methods, the FIM reserves the right to define further conditions of application of the paint than the abovementioned ones on a case-by-case basis.

## G. Rate of consumption

The method described below is to investigate the rate of consumption (areal density of the paint at a given speed) during application of the paint, when it is applied in accordance with the manufacturer's application guidelines.

During the application, note the average speed,  $s$  (in  $[m*s^{-1}]$ ) at which each of the lines of paint have been applied.

Determine the weight,  $m$  (in grams) with Analytical balance (resolution 0.01 [g] and accuracy 0.1 [g]) of the paint applied to the glass plates, by subtracting the predetermined mass of the corresponding glass plates.

Knowing the area,  $A$  of the paint applied to the glass plates (in [m<sup>2</sup>]), the rate of consumption (in [g/m<sup>2</sup>]) is calculated according to the following formula:

$$\text{Rate of consumption} = \frac{m}{A}$$

The resulting dry film thickness of the paint shall be calculated in accordance with the standard EN 1062-1.

### **1. Evaluation criteria**

When the paint is tested in accordance with **V.4 TESTING PROCEDURES, G. Rate of consumption**, the resulting rate of consumption must not deviate more than  $\pm 25\%$  from the values of drying times declared by the manufacturer.

The ratio between the mass of the paint (g) and the width of the line (m) measured at the beginning and the end of every paint line that is applied must not vary by more than 0.15 [g/m].

## **H. Drying time (No-Pick-Up Time)**

The apparatus should be in accordance with the standard ASTM D 711.

Additionally, 1x glass plate of pre-determined mass and dimensions shall be laid in continuation of the lines of paints that will be applied, as specified in **V.4 TESTING PROCEDURES, F. Test paint patterns** of this standard.

The exact time of application of every paint line that will be applied shall be recorded as  $t_1$ .

From 10 minutes after the application of the paint, perform the test as outlined in ASTM D711, with the following amendments:

- a) Record  $t_2$  as the time at which no paint adheres to the rubber rings of the steel cylinder when it is rolled over the painted asphalt surface, at a location near the end of the paint line.
- b) Record  $t_3$  as the time at which no paint adheres to the rubber rings of the steel cylinder when it is rolled over the paint applied on the glass plate, which is positioned in continuation of the paint line.

Calculate the time elapsed between application of the paint  $t_1$  and the corresponding measured times  $t_2$ ,  $t_3$  as the drying times (in minutes), as follows:

$$\text{Drying time (asphalt)} = t_2 - t_1$$

$$\text{Drying time (glass)} = t_3 - t_1$$

## 2. Evaluation criteria

When the paint is tested in accordance with **V.4 TESTING PROCEDURES, H. Drying time (No-pick-up time)**, the resulting drying times:

- a) Must not deviate more than 20% from the values of drying times declared by the manufacturer.
- b) When tested at a temperature of  $20 [^{\circ}\text{C}] \pm 5 [^{\circ}\text{C}]$  and  $50\% \pm 5\%$  Relative Humidity (RH), must not exceed 20 minutes on the asphalt surface.
- c) When tested at a temperature that differ from  $20 [^{\circ}\text{C}] \pm 5 [^{\circ}\text{C}]$  and  $50\% \pm 5\%$ , the manufacturer must demonstrate that the measured drying time corrected to  $20 [^{\circ}\text{C}]$  does not exceed 20 minutes.

## I. Luminance coefficient (Qd)

This test method is used for determining the luminance coefficient, i.e. the ratio of the luminance of the film of the paint in the given direction to that of a perfect reflecting diffuser identically illuminated.

The apparatus shall be in accordance with the standard EN 1436:2018.

Three consecutive measurements shall be carried out in at least three different measurement points evenly distributed along every paint line that will be applied and the average luminance coefficient shall be calculated for every measurement point, in accordance with the conditions set out in the standard EN 1436:2018 – Appendix A.

## 3. Evaluation criteria

When the paint is tested in accordance with **V.4 TESTING PROCEDURES, I. Luminance coefficient (Qd)**, the averaged luminance coefficient Qd shall be  $\geq 220 [\text{mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}]$ .

## J. Colour chromaticity

This test method is used for determining the colour chromaticity, i.e. the chromaticity coordinates of the white paint. The apparatus shall be in accordance with the standard EN 1436:2018.

Three consecutive measurements shall be carried out in at least three different measurement points evenly distributed along every paint line that will be applied and the average luminance coefficient shall be calculated for each measurement point, in accordance with the conditions set out in the standard EN 1436:2018 – Appendix C. 5.6.3.

#### 4. Evaluation criteria

When the paint is tested in accordance with **V.4 TESTING PROCEDURES, J. Colour chromaticity**, the x,y chromaticity coordinates of the white paint shall lie within the pre-defined region defined by the corner points given in Table 6 and illustrated in Figure 1 of the standard EN 1436:2018.

#### K. Skid resistance

This test method is for measuring the skid resistance of the paint, as the loss of energy when a rubber slider slides across a painted surface in wet conditions.

The apparatus shall consist of a Pendulum Tester that is in accordance with the standard EN 13036-4:2011, with the following inclusion:

- a) It is required that the Pendulum be fitted with a digital screen (i.e. Intelligent Pendulum) to provide absolute clarity of results and remove any element of human uncertainty from the measurement process (parallax errors). The calibration of the Pendulum Tester along with its components must be carried out by an approved calibration body, in accordance with Appendix A of the standard EN 13036-4:2011.

Additionally, the following items must be made available by the test house:

- a) A back-up Pendulum Tester calibrated by an approved calibration body, in accordance with the standard EN 13036-4:2011-Appendix A.
- b) A hand brush or similar for cleaning the surface prior to measurements;
- b) Sufficient clean water in a clean container, which will be used to create conditions of wetness for measurements;
- c) A portable thermometer (accuracy of 1° and resolution of 0.1°), for measuring the substrate temperature following testing;
- d) A portable hygrometer (accuracy of 1% and resolution of 0.1%), for measuring the relative humidity;
- e) A portable anemometer accurate to 2 [m/s] (optional);
- f) Video and photo camera equipment, for documenting the testing procedures.

The skid resistance shall be tested 24 hours after application of the paint (time is recorded as  $t_1$ ). The measured value is the skid resistance tester value (SRT) and is in accordance with the conditions set out in the standard EN 13036-4:2011, with the following amendments.

A minimum of three measurement points shall be selected for every line of paint that will be applied, in accordance with **V.4 TESTING PROCEDURES, F. Test paint patterns** of this standard.

The Pendulum Tester shall be positioned over the surface to be tested by means of a rigid template (dimensions available from the FIM upon request), to ensure that the adjustable feet are restrained within pre-marked positions on the asphalt surface and that the pendulum swings over the particular area that is required for testing.

The test condition of wetness shall be created by using 100 [ml] clean water poured evenly over the test surface, so that the water uniformly covers the measuring field.

Release the arm of the Pendulum Tester, catch the pendulum arm on the early portion of the return swing and record the position of the pointer on the calibrated scale of the Pendulum Tester.

Return to the original position and perform the same operation, re-wetting the surface just before releasing the pendulum and recording the result each time. Repeat until three successive readings are within a range of  $\pm 1$  [SRT] (i.e. 69,70,69; 69,69,70; 70,70,69; 70,69,70).

Calculate the SRT value as the mean of these three readings and record this value. Measure and note the temperature of the water of the wetted surface to the nearest whole number, and perform the correction of the SRT values for temperatures.

## **5. Evaluation criteria**

When the paint is tested in accordance with **V.4. TESTING PROCEDURES, K. Skid resistance**, the average of the SRT values of the paint measured at three different locations and the corresponding SRT values of the asphalt surface measured at the exact three locations must be within the range -5 and +10 [SRT].

## **L. Test Report**

The test report should include all the information recorded as a result of the performance assessment of the paint, including the corrected skid resistance tester value ([SRT]) to the nearest whole number. Additionally, the test report should include at least the following information about the test site:

- a) Photograph of the test site location;
- b) Surface texture evaluation (optional);
- c) SRT values of the asphalt surface for each location tested for the performance assessment of the paint, in accordance with Article **V.4. TESTING PROCEDURES, K. Skid resistance** of this standard.

Additional information as well as photographs shall also be included in the final reporting, as follows:

- d) A complete listing of the test equipment, which shall include instrument accuracy and calibration dates;
- e) Calibration certificates of the test equipment;



- f) Verification of conformity of the equipment and methods of application of the paint;
- g) Verification of conformity of the paint preparation method. Which includes the rate of dilution with water (if applicable);
- h) Photographs of the equipment used for the application of the paint; h.1. For application with air-pressurised machine, a verification of conformity of the settings is in accordance with the manufacturer's application guidelines.
- i) Photographs of the paint batch and annotation of the batch number and date of manufacture;
- j) Photographs of the test site location after the application of the paint;
- k) Detailed photograph of the painted line at every measurement location;
- l) Any additional information requested at the discretion of the FIM.

#### **M. FIM Marking and Labelling**

Each paint tank that has passed the requirements of this standard will have to be clearly labelled with FIM Label, which include an FIM hologram, to be glued onto the paint tank. The FIM Label must be purchased from the FIM.

Additional marking must also be present on each paint tank and must contain at least:

- a) FIM Standard Name;
- c) Name of the Manufacturer, which could be replaced by its logo (if not already present);
- d) Batch number (if not already present);
- e) Date of Manufacture (if not already present);
- f) Expiry date (if not already present);

Each batch of FIM Homologated Paint will be delivered with documentary evidence that each production batch has undertaken factory production control tests, as specified in **V.4 TESTING PROCEDURES, N. 9. Factory production control test records** and **Table 1** of this standard.

#### **N. Manufacturer's Guidelines for Handling, Storage and Disposal**

The manufacturer is required to provide the following documentation with each delivery:

- i. Installation guidelines;
- ii. Handling and Storage Guidelines (if applicable);
- iii. Maintenance guidelines;

- iv. Disposal guidelines;
- v. FIM Homologation Certificate, based on the template provided by the FIM.

The additional information set out above must always be provided with each FIM homologated Paint tank. It is possible to provide the same information in an electronic version.

## **6. Manufacturer's application guidelines**

The manufacturer's application guidelines shall include at least the following information:

- a) Paint preparation method, which includes the rate of dilution with water (if applicable);
- b) List of application methods (i.e. air pressurised machine, etc.);
- c) Rate of consumption (in grams per square meters) together with the corresponding application method (if available, depending on the target substrate);
- d) Details of the equipment required, which includes at least the following:
  - i. For air-pressurized machines: type of machine, nozzle diameter ([mm]), gun height ([mm]), air pressure ([bar]), paint pressure ([bar]);
  - ii. For manual sprayer: type of sprayer gun, gun diameter ([mm]);
  - iii. For manual roller: type of roller, fibre length ([mm]).

For all other possible application methods, the FIM reserves the right to require additional information other than the abovementioned on a case-by-case basis. Paint application with air-pressurised machine is the preferred application method, as this ensures better repeatability.

## **7. Manufacturer's guidelines for handling, storage and disposal**

The manufacturer's guidelines for handling and storage must prescribe correct procedures to prevent damage or deterioration when the paint is sealed in its original container during its period of validity. The keeping qualities of the paint must be such that the paint is always free from skin and settlement that cannot be re-incorporated otherwise. The settled material must be readily reincorporated to produce a smooth uniform product consistent with the freshly manufactured product. No changes in product characteristics of the paint must occur.

## **8. Removal paint guideline**

The manufacturer's guidelines for the correct removal of the paint must prescribe the most effective methods as well as the information about the type of equipment to be used.

## **9. Factory production control test records**

The manufacturer must declare to have undertaken factory production control (fpc) tests.

These tests include representative identification tests, to ensure conformity of the FIM homologated paint in the case of post homologation controls. The manufacturer is responsible for organising the effective implementation of the fpc tests in line with and at the frequencies specified in Table 1 below.

Type of Test	Frequency
General appearance and colour	Every Batch
Density	Every batch
Infrared spectrum	Once per year
Volatile and non-volatile matter	Every 10 batches
Ash content	Every 10 batches
Thermogravimetry	Once per year
Viscosity/flow time	Every batch
Surface – dry – glass beads method	Every 10 batches

Table 1: Frequency and type of Factory Production Control Tests

### 10. Table of drying time

The manufacturer is required to declare the drying times when measured in accordance with the standard ASTM D 711. Alternative methods to measure the drying times must be approved by the FIM. The drying times shall be declared, at least, as a function of the temperature T (°C) and the relative humidity (%), as specified in **Table 2** below.

<i>Drying times (in minutes)</i>				
	<i>T [°C]</i>			
<i>Air Relative Humidity (%)</i>	<i>5</i>	<i>10</i>	<i>20</i>	<i>30</i>
<i>50</i>	<i>Value</i>	<i>Value</i>	<i>Value</i>	<i>Value</i>
<i>80</i>	<i>Value</i>	<i>Value</i>	<i>Value</i>	<i>Value</i>

Table 2: Drying times vs. T(°C) & Air Relative Humidity (RH)

### 11. Certificate of conformity of coloured paint

The manufacturer is required to declare the x and y chromaticity coordinates for coloured paints and confirms that the characteristics of the final products do not suffer alteration compared to the corresponding white paint formulation, on which the performance tests were made.

The manufacturer commits to obtaining the FIM's approval before any substantial modification to the approved product is carried out.

## **VI. CONTRACTUAL TERMS AND CONDITIONS**

### **A. Application**

In order to apply for the FIM Racing Homologation, the Applicant shall send the present Homologation Manual, duly completed and signed, with the requested information and attached documents (Application Form (homologation) to the FIM International Technical Commission (fhrp@fim.ch)). By doing so, the Applicant thereby confirms formal acceptance of the rules and procedures contained in the Homologation Manual, including the Technical Information and Criteria, the Terms and Conditions as well as the Application Form.

The Applicant shall apply for the FIM Racing Homologation for all specific Models of the Product which are intended for use in the related FIM events.

Only complete applications will be taken into consideration and it is the responsibility of each Applicant to ensure that all relevant information and documentation is provided. The FIM may request any further information it deems necessary. Applicants shall respond to any such request promptly and within the specified deadline if any.

Once the application is completed, the FIM will request that the Applicant send free of charge new and virgin Product Samples to, and only to, the following Testing Laboratory.

The Applicant shall not charge the FIM or the Testing Laboratory for the cost of the Product Samples.

Any duties, VAT or other taxes, levies, expenses or other charges payable in relation to the provision and delivery of Product to the FIM respectively the Testing Laboratory and/or the handling of such Products Samples (e.g. delivery cost, shipping cost, customs clearance costs, including the return of any Product Sample, if applicable) shall, irrespective of the place of delivery, be declared and paid by the Applicant at its own cost.

### **B. Data Protection**

By applying to the FRHPpa and to access FIM homologation services and products, the Applicant authorizes FIM to collect, store, process, transfer and use its Personal Data in accordance with the EU General Data Protection Regulation and the Federal Act on Data Protection of Switzerland where FIM is incorporated. Unless the Applicant indicates otherwise, the consent the Applicant provides by applying to FRHPpa shall be considered express and valid indefinitely.

By applying to the FRHPpa the Applicant also authorizes FIM to transfer its Personal Data to any third parties (notably laboratories etc.) assisting in the management and implementation of the FIM homologation services, located in other countries with laws that may not guarantee the same level of data protection as Switzerland. The Applicant authorizes these third parties to use, retain and store its Personal Data for the purposes of the homologation services and products.

Further information concerning the privacy policy of the FIM Racing Homologation Program can be found on this website <https://www.frhpa.org/>.

The Applicant is also entitled to request FIM to withdraw its consent, erase, rectify or obtain any personal data FIM holds about the Applicant by sending its written request to [gdp-request@fim.ch](mailto:gdp-request@fim.ch).

In case the Applicant withdraws its consent or requests that its Personal Data be erased, FIM may be totally or partially unable to provide its homologation services or products.

### **C. Intellectual Property Rights**

By applying to the FRHPpa, the Applicant acknowledges that the names of the FIM, the FIM Marks, the FIM Homologation Visuals, Emblem and Labels, the FIM logos, trademarks and/or trade names of or used by FIM (whether registered or unregistered or whether registrable or not) constitute an exclusive property of the FIM and/or that the FIM holds an exclusive title for their usage. The Applicant shall consequently under no circumstances make any use of such names of the FIM, the FIM Homologation Visuals, Emblem and Labels, the FIM logomarks, trademarks or trade names in a separate or combined manner either during the Homologation Notice or following its termination, contrary to the provisions of this Homologation Manual.

In addition, the use of the FIM Homologation Visuals, Emblem and Labels, the FIM logos by the Applicant shall under no circumstances give rise (directly or indirectly) to the mistaken impression on the part of the public and consumers (in particular) that the FIM might be considered as the manufacturer (or the manufacturer of any component part) of the Applicant's Product.

The Applicant agrees that he will not register, or cause to be registered, in any territory whatsoever, any name and/or denomination of any FIM Marks, Competitions and/or its classes or any logos, trademarks and/or trade names of the FIM or used by the FIM (whether registered or not or whether registrable or not) in connection with its activity, or any other trademark, trade name, word, logo or symbol that is identical or similar to any such name and/or denomination of any FIM Marks, the FIM Homologation Visuals, Emblem and Labels, the FIM logos, trademarks or trade names trademark and/or trade name (whether registered or not or whether registrable or not).

By applying to the FRHPpa, the Applicant represents and warrants that its application does not infringe the trademark and trade name rights of any third party. The Applicant is solely responsible for ensuring that this is the case.

The FIM may request evidence of a licence to use a third party's trademark and/or trade name. If the FIM considers that such a licence has not been validly obtained it may at its sole discretion refuse the application, or request that changes be made to the application.

The Applicant shall promptly inform FIM of any infringement of any intellectual property rights of the FIM that comes to the Applicant's attention.

The Applicant undertakes to provide, free of charge and royalty free, its trademark logo to be used by FIM in the FIM Homologation Emblem.

The Applicant shall indemnify and hold harmless the FIM from and against all claims, damage, losses, costs, (including, without limitation, all reasonable legal costs), expenses, demands or liabilities put forward by third parties for illegal competition, violation of copyright, claims of trademarks or industrial and intellectual property claims that may result from the activity of the Applicant not duly authorised by the FIM.

Regarding the FIM Homologation Emblem and Homologation Label, the FIM and the Applicant agree that:

- vi. title to any and all rights in the FIM Homologation Emblem and Homologation Label shall vest in the FIM, save for rights in the Applicant trademark element of the FIM Homologation Emblem, which will remain the property of the Applicant absolutely;
- vii. all use of the FIM Homologation Emblem and Homologation Label by the FIM shall cease upon termination or expiry of this Homologation Manual or the Homologation Notice, unless the Applicant trademark element of the FIM Homologation Emblem is removed therefrom. The FIM shall be entitled to continue to use the remaining elements of the FIM Homologation Emblem after termination or expiry of this Homologation Manual;
- viii. all use of the FIM Homologation Emblem and Homologation Label by the Applicant shall cease upon termination or expiry of this Homologation Manual or the Homologation Notice; the Applicant shall be entitled to continue to use the Applicant trademark only after termination or expiry of this Homologation Manual;
- ix. The Applicant shall not bring any action in respect of the FIM Homologation Emblem without the prior consent of the FIM.

#### **D. Counterfeiting**

Any counterfeiting of the FIM Homologation Label or any FIM material subject to the FIM Intellectual Property Rights arising out in relation with the Homologation Notice constitutes a contractual breach and entitles FIM to claim for damages.

The FIM and the Applicant agree that a close collaboration and an active approach are required to act against counterfeit versions of the FIM Homologation Label.

If the Applicant or the FIM becomes aware that a third party has produced or sold counterfeit versions of the FIM Homologation Label, it shall inform the other party without delay.

If the Applicant becomes aware of counterfeit versions of the FIM Homologation Label, the Applicant may take any measures it sees fit, including without limitation by issuing a warning through different communication channels. The Applicant undertakes to make reasonable endeavours to act at its own cost against counterfeits of the FIM Homologation Labels including without limitation by taking any

practical measures to minimise or eliminate the manufacture, sale, distribution, advertising and/or use of counterfeit versions of the FIM Homologation Label. The Applicant shall inform the FIM of any measures and/or actions it takes accordingly.

If the Applicant has clear and unambiguous evidence that a party has produced or sold counterfeit versions of the FIM Homologation Label, and if the Applicant decides to institute proceedings against that party, it shall inform the FIM at its earliest convenience and provide the FIM with a reasonable time delay for the FIM to consider joining the proceedings as a party.

## **E. Model Stability**

With respect to each Product submitted for homologation, the Applicant undertakes not to modify the following (the list is not exhaustive): for the purposes of the FRHP Application:

- i. the trademark(s)
- ii. the commercial name(s)
- iii. the design
- iv. the materials
- v. the manufacturing process
- vi. dimensions
- vii. components

In addition to the foregoing and without limitation thereof, the Applicant undertakes not to make any changes that generally alter the FIM racing homologated Product Model substantially without the prior written approval of the FIM.

Failure to respect the aforementioned undertakings may lead to immediate withdrawal of the homologation.

If the Applicant wishes to update an existing homologation in order to take into account one or more of the aforementioned items (the list is not exhaustive) it shall send the present Homologation Manual, duly completed and signed, with the requested information and the related documents attached thereto.

Based on this application, the FIM will assess whether the request falls within the scope of an update of an existing homologation or whether a new homologation is required.

## **F. Testing**

The Testing Laboratory will be the sole entity approved to perform the tests in accordance with the present Homologation Manual.

All the homologation tests will be carried out, regardless of whether or not the samples comply with the requirements.

Subject to the availability of the Testing Laboratory and by appointment with the Testing Laboratory, one representative of each Applicant may attend the homologation tests carried out by the Testing Laboratory for its own samples and in absence of other Applicants.

The Testing Laboratory shall issue a Test Report (dated and signed) on the results of the tests performed and send it exclusively to the FIM. Such Test Report shall be sent to the FIM within a period of 2 (two) months after the date of receipt of the Samples. No Test report will be assessed by the FIM if the Application of the Applicant is not complete by this time.

### **G. Granting of the Homologation**

The FIM will check and study the Test Report issued by the Testing Laboratory and is the sole authority having the power to assess it. When the FIM is satisfied that the homologation can be granted, the FIM will inform the Applicant and send a signed Homologation Notice, to be returned to the FIM countersigned by the Applicant. In principle, this Homologation Manual will be sent by the FIM within a month after the date of receipt of Test Report from the Testing Laboratory. The Homologation Notice will notably contain the conditions of use of the Homologation Emblem available for both the Applicant and the FIM. In the case a homologation is updated, an amendment to the existing Homologation Notice will be issued.

The homologation comes into effect only after the FIM has received the Homologation Notice countersigned by the Applicant and once it is signed by the FIM. The Applicant will then be entitled to refer to the homologated Product as "FIM racing homologated" and will be entitled to use the Homologation Emblem in accordance with the FIM's instructions.

In the event that the Product Model does not meet the acceptance criteria and is therefore not granted the FIM Racing Homologation, the Applicant will be informed accordingly through a formal Homologation Refusal.

The FIM may transmit the Test Report to the Applicant upon request.

### **H. No Assignment**

The FIM Racing Homologation shall be binding on and ensure to the benefit of the parties and their respective successors and permitted assigns. The Applicant shall not be entitled to assign or sub-contract its rights or obligations under the Homologation Notice in whole or in part without the prior written consent of the FIM.

### **I. Labelling**

If the homologation is granted, the Applicant will order a certain quantity of Homologation Labels. The only human-eye visible information on the Homologation Label will be the FRHP logo. The rest



of the information will be uploaded on a QR code that is linked to the digital database and can be modified whenever necessary. The QR code carries a unique identification number, which, when scanned, will show the Company name, the Product Model and any other relevant information related to the Product.

The use of Homologation Labels to the Applicant is subject to the prior signature of the Homologation Notice by the Applicant and the FIM.

The Homologation Label shall be firmly glued onto the Product. The Homologation Labels shall not be available outside the Applicant's premises and shall only be fitted by the Applicant or their official agents on the respective homologated Products. For the avoidance of doubt, only Homologation Labels ordered from the FIM shall be used. Each unit of the respective FIM racing homologated Product model which will be manufactured and used/intended for racing must carry the official Homologation Label.

The Applicant undertakes and warrants that it applies the Homologation Label only to Products consistent with the actual Samples submitted to obtain the homologation.

The Homologation Label will be scanned by the FIM, which reserves the right for its officials or the officials of an FMN to remove it, or to remove the Product Model from the digital database, where there are valid reasons to do so.

## **J. Post-Homologation Controls**

The FIM reserves the right to carry out post-homologation control tests on Products selected at random at the production site, at events or via a distribution channel, at any time. It also reserves the right to withdraw the homologation forthwith should the Products subject to random post-homologation controls be found not to be in conformity with the FIM criteria. The Applicant will be notified of the possible non-conformity of the Product.

## **K. Invoicing**

A Homologation fee will be applied by the FIM to the applicant following:

- i. 4000 CHF for homologation for the first homologation
- ii. 1000 CHF for re-homologation
- iii. 1000 CHF for extension of the existing homologation
- iv. 1000 CHF for any update of the existing homologation
- v. 500 CHF for additional brand name request
- vi. 500 CHF for re-branding

A Homologation Label cost will be applied by the FIM to ensure the viability of the FRHPpa by covering notably the related operational, maintenance and development costs. A net amount of CHF 3.00 (Three Swiss francs) per label shall be paid by the Applicant.

Payment of the fees and the Homologation Label costs shall be made in full without any set-off, deduction or other withholding whatsoever. For the avoidance of doubt, any possible tax (withholding tax e.g.), duties or charges due on the payment of such fee and Homologation Labels costs shall exclusively be borne by the Applicant. All sums provided for in this Homologation Manual are exclusive of VAT which shall be paid (if applicable) by the Applicant in addition thereto.

In cases where the homologation is granted, the invoice in respect of the Homologation Label cost will be issued together with the Homologation Notice; these shall be respectively paid and signed in due time by the Applicant. The payment of the invoice shall be effected within 30 (thirty) days after receipt and is a condition for valid homologation, without which the homologation can be withdrawn forthwith.

In cases where the homologation is not granted, the only the Homologation Refusal will be issued.

In addition and in any case, the Applicant agrees and acknowledges that a fee will be applied by the Testing Laboratory and charged to the Applicant to cover notably the costs related to the tests requested by the Applicant for each homologation application. The quote related to this fee will be sent to the Applicant by the Testing Laboratory once the Application Form has been validated by the FIM.

Concerning post-homologation controls, if the Product is deemed non-compliant with FIM Product Standard, the FIM will invoice the Applicant the fixed amount of CHF 5'000.- (five thousand Swiss francs). That amount corresponding to the maintenance costs includes notably the costs (if any) of purchasing the Products, the costs of the tests and the administrative costs.

If it is established that if the Product complies with the FIM Product Standard, no costs will be charged to the Applicant.

#### **L. Warranties Regarding Environmental Responsibility and Compliance With Labour, Health And Safety Regulations**

The Applicant hereby warrants, represents and undertakes that it has all necessary rights (including but not limited to any intellectual rights), permissions, power and capacity to enter into this Homologation Manual and to perform the obligations deriving from it and, in so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Homologation Manual.

The Applicant hereby warrants that the manufacture and assembly of the Product takes place in strict compliance with the applicable legislation and regulations applicable to labour, health and safety (including but not limited to Article 32 of the UN Convention on the Rights of the Child) in the

country(ies) in which the Product(s) is/are manufactured or assembled and in the countries in which it conducts business.

The Applicant hereby warrants that it observes the environmental obligations and the provisions of environmental legislation and regulations applicable in the country in which Products are manufactured or assembled and in all countries where it conducts business.

The Applicant hereby certifies that it uses its best efforts to limit emissions and use safe, energy-saving and environmentally friendly technologies in the manufacture and assembly of the Product(s) for which the Application is being made.

### **M. Indemnities and Liability**

The Applicant acknowledges that it has primary and sole legal responsibility for any loss or damage suffered by users and third parties, imputed, directly or indirectly related to the homologated Product of the Applicant.

As the FIM is not involved in any way whatsoever with the manufacturing of the Product, the FIM shall not in any case be liable for any personal injury or property damages related to the use of the Applicant's Product, or any direct, indirect, punitive, special, consequential or incidental loss or damages (whether for loss of profit, loss of business, depletion of goodwill or otherwise caused to the Applicant or third parties arising from any alleged defect(s) related to the Product. In this regard, the Applicant hereby agrees to defend, indemnify, release and hold harmless the FIM, its employees, agents, officials, representatives and volunteers from and against any liability, loss or damage from claims, demands, payments, costs (including attorney's fees and expert fees), investigations, settlements or judgments due to third party claims, whether sounding in product liability, tort, or contract, or due to product recalls, related to alleged defect(s) in the Product.

The Applicant agrees to defend, hold defend, indemnify, release and hold harmless the FIM against all liability, loss, damages from claims, demands, payments, costs, including legal expenses and attorneys' fees, investigations, settlements or judgements arising out of any third-party claims (including but not limited to any intellectual property infringements claims) or allegations related to any breach by the Applicant of its warranties or obligations under this Homologation Manual.

All the warranties and indemnities made under this Homologation Manual shall remain in force indefinitely.

The FIM shall not in any case be liable in contract, tort or otherwise (including any liability for any negligent act or omission) for any direct or indirect, punitive, special, or consequential or incidental loss or damages caused to the Applicant or third parties which may arise from breach or out of or in connection with the FRHPpa. In any event, the FIM's maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with FIM's obligations to the Applicant under the FRHPpa (e.g. to process the submitted Application Form, open the homologation procedure, assess the Test Report, issue the Homologation Notice or Homologation Refusal within a month of receipt of the Test Report, ship labels on

Applicant's request, send Test Report on Applicant's request) in respect of any one or more incidents or occurrences in the framework of the FIM Racing Homologation shall be limited to a sum equal to the amount of CHF 5'000.- (five thousand Swiss francs). Such exclusion or limitation of liability shall also apply to the personal liability of employees, agents, representatives, officials and volunteers of the FIM.

For the avoidance of doubt, nothing in this Homologation Notice shall limit the liability of the Applicant towards the end-users or to other third parties or shall cap the Applicant's liability to the FIM.

## **N. Confidentiality**

The FIM and the Applicant undertake to keep the terms of the Homologation Manual and Notice strictly confidential.

The FIM undertakes to treat and keep confidential any details provided by the Applicant and not to divulge any information as to testing of the Product Samples, materials used by, or manufacturing processes employed by the Applicant, or any designs, drawings, specifications, or other technical or confidential information as to the Applicant's products or prototypes of products, to anyone without prior written permission of Applicant.

It is understood that the FIM may publish general data derived from testing without disclosing any tradename or Applicant/Supplier identifications.

The FIM's obligation of confidentiality shall be limited in so far as local laws and/or safety considerations and/or instances of counterfeiting may require certain information to be divulged.

The Applicant hereby waives all requirements of confidentiality with respect to its Suppliers and Distributors vis-à-vis the FIM.

Except for promotional purposes as provided for in this Notice, no public announcement shall be made by the Applicant in relation to the FRHPPa without the prior written consent of the FIM.

## **O. Insurance**

The Applicant hereby certifies that it is properly insured against all risks which may arise from or in connection with the Product and that it will at all times maintain an appropriate product liability insurance policy in respect thereof. The Applicant hereby agrees to provide a copy of the policy contracted upon simple request of the FIM.

The Applicant shall maintain at its own expense general and professional liability insurance and public liability insurance for adequate amounts for any one occurrence or series of occurrences arising out of any one event. Such insurance policies shall include cover in respect of product liability insurance for third party claims, and for the indemnification of the Applicant's obligations under the Homologation Manual and Notice.

The Applicant undertakes and warrants that it shall not do anything or omit to do anything that may affect the validity and/or compromise the applicability of any insurance coverage referred to in this Homologation Manual.

## **P. Withdrawal**

Without this giving rise to any indemnity whatsoever, any decision will not give rise under any circumstances to any claim against the FIM from the Applicant. The FIM may immediately and without notice (in addition to and not in substitution for any of its other rights and remedies under this Homologation Manual or in law) withdraw the FIM Racing Homologation granted to the Applicant in the following cases:

- i. where the Product submitted for homologation no longer meets the (new and/or amended) standards required for entry and/or the acceptance criteria as defined by the FIM (see inter alia Section **VI CONTRACTUAL TERMS AND CONDITIONS, J. Post-Homologation Controls** above);
- ii. where any conduct (e.g. act or omission, behaviour, public statement, etc.) whatsoever on the part of the Applicant, his management, employees, representatives or agents, which causes or may cause any prejudice (e.g. any direct or indirect or consequential loss or damages (whether for loss of profit, loss of business, depletion of goodwill or otherwise and including but not limited to any damage to property or death or injury)) to the FIM or its reputation;
- iii. in the event that the Applicant commits a breach of any of its obligations under this Homologation Manual.

## **Q. Consequences of Withdrawal**

Upon withdrawal of the FIM Racing Homologation:

- i. all of the rights granted by the FIM in the framework of the FRHPpa (including those granted under this Homologation Manual) shall forthwith terminate and, where applicable, automatically revert to the FIM;
- ii. the Applicant shall not use or exploit its previous connection with the FRHPpa, whether directly or indirectly;
- iii. all sums due and payable to the FIM by the Applicant at the date of withdrawal of the FIM Racing Homologation shall be paid immediately together with any accrued interest on the same;
- iv. in the event that the withdrawal of the FIM Racing Homologation arises from non-payment by the Applicant of any sum due under this Homologation Manual, the FIM shall, without prejudice to any other rights under this Homologation Manual or law, be entitled to receive the balance then outstanding of the total Homologation Fee and Homologation Labels costs

as set out in Section **VI CONTRACTUAL TERMS AND CONDITIONS, .K. Invoicing** of this Homologation Manual;

- v. the Applicant shall not have any right to any indemnity or payment of compensation or damages;
- vi. the FIM may make a public announcement regarding the withdrawal of the FIM Racing Homologation.

If the FIM Racing Homologation is withdrawn by the FIM pursuant to Section **VI. CONTRACTUAL TERMS AND CONDITIONS, P Withdrawal** above, the Applicant shall be required to pay the FIM a penalty in the amount of CHF 5'000.- (five thousand Swiss francs). The penalty is payable even if the FIM has not suffered any loss or damage.

Furthermore and in any case of withdrawal of the FIM Racing Homologation, the FIM is entitled to recover from the Applicant any losses and damages as may be allowed under the law.

To apply for re-homologation for a withdrawn Product Model, the Applicant should follow the normal application process. The application will be treated as a new submission.

## **R. Waiver**

Failure or neglect by either party to enforce at any time of the provisions hereof shall not be construed nor shall be deemed to be waiver of either party's rights hereunder nor in any way affect the validity of the whole or any part of this Homologation Notice nor prejudice either party's rights to take subsequent action.

## **S. Announcement**

No announcement shall be made by the Applicant in relation to the FRHPpa without the prior written consent of the FIM.

## **T. Transparency**

The Applicant has a duty of transparency and disclosure towards the FIM as the homologating body.

Any sporadic or regular malfunction or sporadic or systemic defect affecting the Product that arises at any time shall immediately be reported to the FIM and remedial measures proposed. Where necessary, the homologation will be withdrawn.

## **U. Severability**

If any provision of this Homologation Notice shall be held to be invalid, illegal or unenforceable, then both parties shall be relieved of all rights and obligations arising under such provision and such provision shall be modified to the extent necessary to make it valid, legal and enforceable whilst



preserving the intent of the parties. All other provisions of this Homologation Notice shall be regarded as fully valid and enforceable unless otherwise proved.

## **V. Termination**

The Applicant may withdraw its Application and terminate the FIM Homologation Manual and Notice upon written notice to the FIM before the grating of the FIM Racing Homologation or upon at least thirty (30) days' notice once the Homologation is granted.

Either party (the Applicant or the FIM) may terminate this Homologation Notice with immediate effect upon written notice to the other party if at least one of the following conditions is met:

- i. if the other party is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- ii. If the other party becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- iii. if the other party seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- iv. if the other party has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) days thereafter; or
- v. if the other party causes or is subject to any event which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses *i* to *iv* inclusive above (of this Section **VI CONTRACTUAL TERMS AND CONDITIONS., V**).

## **W. Termination Consequences**

Upon termination of the FIM Homologation Manual and Notice:

- i. all of the rights granted by the FIM in the framework of the FRHPpa (including those granted under the Homologation Manual and Notice) shall forthwith terminate and, where applicable, automatically revert to the FIM;
- ii. the Applicant shall not use or exploit its previous connection with the FRHPpa, whether directly or indirectly;
- iii. all sums due and payable to the FIM by the Applicant at the date of termination of the FIM Racing Homologation shall be paid immediately together with any accrued interest on the same;
- iv. in the event that the termination of the FIM Racing Homologation arises from non-payment by the Applicant of the FIM Racing Homologation fees and payable amounts, the FIM shall, without prejudice to any other rights under this Homologation Notice and Manual or law, be entitled to receive the balance then outstanding of the total Homologation fee and the Homologation Label;



- v. the Applicant shall not have any right to any indemnity or payment of compensation or damages.
- vi. the Applicant shall immediately surrender to the FIM all the unused FIM Homologation Labels and any other materials or documents issued to it pursuant to this Notice.
- vii. the FIM may make a public announcement regarding the termination of the FIM Homologation

The termination of the Homologation Notice and Manual will not under any circumstances give rise to any liability on the part of FIM to pay any compensation to the Applicant, including but not limited to, for loss of profits or goodwill.

## **X. Notices**

Any notice given under the Application shall be in writing and signed by authorised representatives on behalf of the party giving it and shall be sent by hand, prepaid recorded or special delivery post, courier, fax and/or email, marked for the attention of the relevant party and to the address and/or number set out below:

In the case of the Applicant:

To the Address, email and telephone indicated in the Application.

In the case of the FIM:

Attention of: FIM Racing Homologation Programme responsible

Route de Suisse 11

CH-1295 Mies

Suisse

Email: frhp@fim.ch

Fax N°: +41 22 950 95 00

## **Y. Applicable Law and Arbitration**

Any dispute arising from or in connection with the FRHP (including the validity or interpretation of this Homologation Manual) shall be governed by and interpreted exclusively in accordance with Swiss law and shall be submitted exclusively to the Court of Arbitration for Sport (CAS) and resolved definitively in accordance with the Code of Sports-related Arbitration in force on the date on which the Request for Arbitration is submitted.

The Panel shall consist of one or three arbitrators, which shall be independent of the Parties and appointed in accordance with the Code of Sports-related arbitration of the CAS. The seat of the arbitration shall be Lausanne (Switzerland). The arbitral proceedings shall be conducted in English.

The Expedited Procedure shall apply to the arbitration proceedings including to the provisional and super-provisional measures. The time-limit with respect to the designation of an arbitrator shall be 15 (fifteen) days. If the circumstances so justify, the Panel may extend or shorten the above time-limit.

Notwithstanding the above, the parties may agree at any time to submit the dispute to mediation in accordance with the CAS Mediation Rules.

Furthermore, the Applicant may not seek damages or take action to gain compensation for any inconvenience or other loss incurred. Finally, any decision to withdraw the FIM Racing Homologation will have immediate effect and the stay of its execution will not be entertained in any circumstances by the CAS Panel and cannot therefore be submitted to arbitration.

The Applicant confirms that he has read and agreed to the present Homologation Manual. In particular, the undersigned Applicant confirms that he is cognisant with and accepts the Term and Conditions contained in this Homologation Manual.

Applicant's representative

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Name Signature

On \_\_\_\_/\_\_\_\_/\_\_\_\_

Note: Please initial each page in the dedicated boxes