

Specification

[Rent]

1. Title

Water tanker for Equestrian Competitions (Equestrian Park)

2. Formalities of Contract

A: Rent

3. Purpose

The Tokyo Organising Committee of the Olympic and Paralympic Games (“Tokyo 2020”) shall rent two (2) Water tankers which are necessary for the maintenance of sand arena (field of play/training area) of the Equestrian Park venue, for the Tokyo 2020 Olympic and Paralympic Games Equestrian competitions. Specification of water tanker is as “Attachment 1 (Water tanker Spec Sheet)”.

4. Contract term

From the day following the date of conclusion of the contract to 31 October 2020

5. Delivery / collection

Delivery period: before 31 May 2019

Collection period: From 01 October 2020 to 31 October 2020 (shall be conducted as soon as practicable)

6. Usage period (Rental period)

【16 months】 From 01 June 2019 to 30 September 2020.

7. Delivery / Usage place

Equestrian Park (1-1 2-choume, Kamiyoga, Setagaya-ku, Tokyo JAPAN)

8. Detailed Contents

(1) Registered name

Limited only to lessee (“Contractor”)

(2) Delivery / collection

- Location of delivery / collection:
Equestrian Park (1-1 2-choume, Kamiyoga, Setagaya-ku, Tokyo JAPAN)
- The Contractor shall bear all the respective costs for delivery and collection of the water tankers.

- The Contractor will arrange all necessary shipment procedures related to the delivery/collection of the water tankers (regardless of shipment procedures in Japan or overseas). In addition, if assembly and disassembly of the water tankers are required at the time of delivery/collection, the Contractor will perform the work by arranging necessary workforce and equipment/materials.
- After delivering the water tankers, the Contractor will be required to provide all necessary explanations and instructions regarding the operation, usage and management methods of the water tankers to the operator appointed by Tokyo 2020.
- The Contractor shall discuss with Tokyo 2020 in advance, regarding the timing/method of delivery, as well as provide advance notice to Tokyo 2020 when accessing the usage place.

(3) Maintenance

When maintenance/inspection is required during the usage period, such works will be undertaken at the expense of the Contractor. Yet, if there is a need for repair due to damage for reasons attributable to Tokyo 2020, Tokyo 2020 shall bear the respective costs for such repair.

(4) Importing from /Exporting to overseas

- When the water tankers are imported from/exported to overseas, the Contractor must confirm the import/export procedures and conditions with the competent governmental agency prior to arranging the shipment. Furthermore, the Contractor will be responsible of any tax payment for custom duty or consumption tax if necessary.
- When there is any withholding tax or domestic consumption tax imposed for the workforce coming from overseas, such amount will be added to and calculated with all other expenses/costs.

9. Payment method

- (1) 50% of the total amount shall be paid at the time of the delivery.
- (2) The remaining 50% of the total amount will be divided by the number of months agreed as usage period (16 months) and payment shall take place within 4 installments per year*, according to the respective cumulative amount at the time of each installment.
- (3) The final installment payment shall only be paid after confirming the collection of the water tankers.
- (4) Each installment payment shall be paid within 30 days after the invoice is received by Tokyo 2020.

*The payment schedule of the installments will be agreed during the contract negotiation.

10. Other

- (1) The Contractor shall hold a meeting with Tokyo 2020 immediately after the contract conclusion. Furthermore, any report, contact, and meeting should be conducted in response to Tokyo 2020's request in a timely manner.
- (2) The Contractor shall promptly submit a formal response whenever the Tokyo 2020 requests a report or explanation over work progress / delivery.
- (3) In the event of any unclear points, undefined items, or changes in the specification caused by various factors/reasons, a discussion shall be held between Tokyo 2020 and the Contractor in each case, and decisions shall be made.
- (4) All personal information included in the materials/documents provided by Tokyo 2020 or any personal information acquired through the work/operation will belong to Tokyo 2020, and the

Contractor must not copy/duplicate the information or provide the information to a third party without prior approval from Tokyo 2020.

(5) ENSURING SUSTAINABILITY

- ① Tokyo 2020 and Contractor shall aim to make the Tokyo 2020 Olympic and Paralympic Games a sustainable event and to spread recognition of the importance of sustainability throughout society, by promoting broad efforts to ensure sustainability such as legal compliance, as well as consideration for the environment, human rights, labour, and fair business practices.
- ② Contractor shall make efforts to understand and shall comply with the "Sustainable Sourcing Code" (hereinafter, the "Code") separately specified by Tokyo 2020 in performing this contract.
- ③ Contractor shall report on its compliance status regarding the Code when requested by Tokyo 2020. If further confirmation is necessary, Tokyo 2020 may conduct an audit of Contractor by a third party designated by Tokyo 2020, except in cases where Contractor presents a legitimate reason for not being able to accept the audit.
- ④ If Contractor is requested by Tokyo 2020 to make improvements due to there being noncompliance with the Code by Contractor, Contractor shall take improvement measures on such matters and report the results thereof to Tokyo 2020.

Specification

[Purchase (with Special Agreement on Redemption)]

1. Title

Water tanker for Equestrian Competitions (Equestrian Park)

2. Formalities of Contract

B: Purchase (with Special Agreement on Redemption)

3. Purpose

The Tokyo Organising Committee of the Olympic and Paralympic Games (“Tokyo 2020”) shall purchase two (2) water tankers necessary for the maintenance of sand arena (field of play/training area) of the Equestrian Park venue, for the Tokyo 2020 Olympic and Paralympic Games Equestrian competitions. Specification of water tanker is as “Attachment 1 (Water tanker Spec Sheet)”.

4. Contract term

From the day following the date of conclusion of the contract to 31 October 2020

5. Delivery / Collection

Delivery date: before 31 May 2019

Collection period: From 01 October 2020 to 31 October 2020 (shall be conducted as soon as practicable)

6. Delivery / Usage place

Equestrian Park (1-1 2-choume, Kamiyoga, Setagaya-ku, Tokyo JAPAN)

7. Detailed Contents

(1) Delivery / Collection

- Location of delivery / collection :
Equestrian Park (1-1 2-choume, Kamiyoga, Setagaya-ku, Tokyo JAPAN)
- The Contractor shall bear all the respective costs for delivery and collection of the water tankers.
- The Contractor will arrange all necessary shipment procedures related to the delivery/collection of the water tankers (regardless of shipment procedures in Japan or overseas). In addition, if assembly and disassembly of the water tankers are required at the time of delivery/collection, the Contractor will perform the work by arranging necessary workforce and equipment/materials.
- After delivering the water tankers, the Contractor will be required to provide all necessary explanations and instructions regarding the operation, usage and management methods of the water tankers to the operator appointed by Tokyo 2020.
- The Contractor shall discuss with Tokyo 2020 in advance regarding the timing/method of delivery,

as well as provide advance notice to Tokyo 2020 when accessing the usage place.

(2) Maintenance

When maintenance/inspection is required from the delivery date to 30 September 2020, such works will be undertaken at the expense of the Contractor. Yet, if there is a need for repair due to damage for reasons attributable to Tokyo 2020, Tokyo 2020 shall bear the respective costs for such repair.

(3) Importing from /Exporting to overseas

- When the water tankers are imported from/exported to overseas, the Contractor must confirm the import/export procedures and conditions with the competent governmental agency prior to arranging the shipment. Furthermore, the Contractor will be responsible of any tax payment for custom duty or consumption tax if necessary.
- When there is any withholding tax or domestic consumption tax imposed for the workforce coming from overseas, such amount will be added to and calculated with all other expenses/costs.

8. Special agreement on Redemption

- (1) The Contractor shall set a date of collection of the water tankers (“Date of Redemption”) during the Collection period designated in “5. Delivery / Collection” above and repurchase them at an amount determined separately. The “Date of Redemption”, shall be determined separately upon prior consultation with Tokyo 2020.
- (2) The above amount shall take into consideration wear resulting from normal use while owned by Tokyo 2020. This is not the case if there is serious negligence of Tokyo 2020 or wear resulting from non-normal usage exist.

9. Payment method

- (5) The amount of payment shall be the amount obtained by subtracting the repurchase amount from the contract amount.
- (6) 80% of the amount shall be paid after the delivery and successful inspection of the delivered objects.
- (7) The remaining 20% of amount shall only be made after confirming completion of the collection of the water tankers.
- (8) Each payment shall be paid within 30 days after the invoice is received by Tokyo 2020.

10. Other

- (1) The Contractor shall hold a meeting with the Tokyo 2020 immediately after the contract conclusion. Furthermore, any report, contact, and meeting should be conducted in response to Tokyo 2020’s request in a timely manner.
- (2) The Contractor shall promptly submit a formal response whenever the Tokyo 2020 requests a report or explanation over work progress / delivery.
- (3) In the event of any unclear points, undefined items, or changes in the specification caused by various factors/reasons, a discussion shall be held between the Tokyo 2020 and the Contractor in each case, and decisions shall be made.
- (4) All personal information included in the materials/documents provided by Tokyo 2020 or any personal information acquired through the work/operation will belong to Tokyo 2020, and the

Contractor must not copy/duplicate the information or provide the information to a third party without prior approval from Tokyo 2020.

(5) ENSURING SUSTAINABILITY

- ① Tokyo 2020 and Contractor shall aim to make the Tokyo 2020 Olympic and Paralympic Games a sustainable event and to spread recognition of the importance of sustainability throughout society, by promoting broad efforts to ensure sustainability such as legal compliance, as well as consideration for the environment, human rights, labour, and fair business practices.
- ② Contractor shall make efforts to understand and shall comply with the "Sustainable Sourcing Code" (hereinafter, the"Code") separately specified by Tokyo 2020 in performing this contract.
- ③ Contractor shall report on its compliance status regarding the Code when requested by Tokyo 2020. If further confirmation is necessary, Tokyo 2020 may conduct an audit of Contractor by a third party designated by Tokyo 2020, except in cases where Contractor presents a legitimate reason for not being able to accept the audit.
- ④ If Contractor is requested by Tokyo 2020 to make improvements due to there being noncompliance with the Code by Contractor, Contractor shall take improvement measures on such matters and report the results thereof to Tokyo 2020.