

General Terms and Conditions (T&C`s) of Neidnig Outdoor Media GmbH

1. General

- 1.1. Business dealings between Neidnig Outdoor Media GmbH (Contractor) and the Client shall be subject to the following T&C's, unless alternative arrangements are confirmed in writing by the contracting parties. Any individual agreements must be made in writing and will take precedence. The Client's own T&C's, shall have no validity for the purposes of this contract.
- 1.2. These GTCs shall also apply to all future orders from the Client, even if no reference is made to them in each individual case.

2. Offer and (acceptance) conclusion of contract

- 2.1. All offers made by the Contractor remain subject to confirmation.
- 2.2. A contract is concluded exclusively as the result of an offer being made by the Contractor and accepted by the Client, in each case in writing.

3. Management of media orders

- 3.1. The term 'media order' is understood here as the publication (placement) of an advertising medium in an outdoor area (e.g., giant poster, mural, hoarding or similar) for a fixed period of time. The media order, which may also be referred to as a booking, is concluded between a company wishing to advertise its goods/services or an agency or intermediary, acting on behalf of a client and Neidnig Outdoor Media GmbH acting in the capacity of Contractor.
- 3.2. For media orders placed for a one-month period, the contract duration shall be 28 days; where a half-month period is specified, the contract duration shall be 14 days. At the Contractor's own discretion, the contract period may be extended for the benefit of the Client, provided no objection is raised by the Client.
- 3.3. In the event that technical circumstances, decisions made by the relevant authorities or weather conditions dictate, the Contractor is entitled to postpone the start date or end date of the media order by a maximum of three days, as long as the contractual term is adhered to.
- 3.4. If the necessary official permits are not granted or are revoked during the display period or if the Contractor has to end the display period prematurely for any other reason outside the Contractor's control, the Contractor is entitled to terminate the agreement with the Client for good cause without observing a period of notice. In this case, a pro rata daily rate of the agreed fee shall be calculated on the basis of the originally agreed display period. Any surplus

advance payments will be refunded. Any further claims of the Client are excluded.

- 3.5. The Contractor is further entitled not to fulfil a media service as ordered if the advertising material submitted to the Contractor shows illegal content and/or content of a pornographic or racist nature or content which glorifies violence, or if (before or after the start date) the advertising material is not approved by the relevant authorities or property owners for the reasons stated.
- 3.6. The company placing the order is not entitled to protection against its business competitors at the display location or in the immediate vicinity.
- 3.7. The Client shall permit the Contractor to use photographic and film material for the Contractor's own marketing and PR purposes in the context of the services provided for the Client, and also to use this material on electronic media. The Client is entitled to rescind permission in each individual case.

4. Cancellation / Termination of contract

- 4.1. Cancellation of orders or termination of contract for media orders is free of charge for the Client up to 90 days before commencement of the service (media start). From the 90th day prior to media start, the Contractor is entitled to charge the Client a cancellation fee calculated as follows: from the 90th day to the 60th day before media start, 30% of the agreed price shall be due; from the 59th day to the 30th day before media start, 50% of the agreed price shall be due; and from the 29th day before media start, 100% of the agreed price shall be due. The first day of the calendar month in which the display of advertising commences shall be deemed to constitute the official media start unless otherwise agreed in the said order. The due date for payment of the cancellation fee is the agreed day of media start.
- 4.2. In the event of a cancellation and supplementary to the above provisions, the Contractor is entitled to charge the Client for necessary third-party costs which the Contractor has incurred in preparation to fulfil the order and for which evidence will be provided upon request. This shall not apply in the event that the Client is required to pay 100% of the agreed media price from the 29th day prior to media start in accordance with the above provisions.

5. Advertising material

- 5.1. So that the Contractor can produce the advertising material as ordered, printable documents must be sent to the Contractor by the Client or his/her agents in accordance with the print data specifications (see Contractor's data sheet) and within the timeframe stipulated in the order confirmation.
- 5.2. If the Client does not submit the print data in good time, the Contractor will not assume any warranty for the timely provision of the service. Any additional

costs incurred for the timely provision of the service must be borne by the Client.

- 5.3. If the print data is not provided as agreed and the placement is delayed or curtailed as a result, this does not release the Client from his/her payment obligation.
- 5.4. Minor deviations in colour or format in the production of the advertising material do not constitute a defect.
- 5.5. The Client assures the Contractor that the data submitted for the production of the advertising material do not contain any illegal elements, in particular that they do not violate the laws relating to copyright, naming rights, competition or trademarking. The Client shall indemnify the Contractor against any claims by third parties arising from unlawful advertising.
- 5.6. Advertising material submitted by the Client shall remain his/her property.

6. Pricing

- 6.1. Unless otherwise agreed, the prices set at the time of placing the order shall apply in EURO plus the statutory value added tax.
- 6.2. Prices for the delivery of goods are quoted net and do not include packaging, freight, and shipping costs.
- 6.3. In the case of media services, shipping costs and transport costs of the advertising medium are included in the offer prices, as are the costs for one-time assembly and one-time removal of the advertising poster or advertising medium, as well as the disposal of the advertising medium if this forms part of the Client's order.
- 6.4. For all offers relating to individually commissioned assembly and installation services, the Client warrants free access (vehicular and on foot) to the location at which the agreed service is to be provided. Any additional expenditure or delay, which is causally attributable to the Client, shall entitle the Contractor to pass on any additional costs arising or incurred.

7. Terms of payment

- 7.1. Full payment of the agreed price is due on delivery of the goods or on the date of installation or media start.
- 7.2. In the event of late payment, the Contractor is entitled to charge interest on arrears in the amount provided for by law. If higher loss or damage can be demonstrated, the Contractor is entitled to claim this.
- 7.3. The Client shall only be entitled to offsetting rights if his/her counterclaims have been legally established, are undisputed or have been acknowledged by the Contractor.

7.4. Delivered goods remain the property of the Contractor until full payment has been made (retention of title).

8. Liability / Warranty

- 8.1. The Contractor guarantees the contractually agreed display duration for media orders. The Contractor only guarantees assembly and dismantling/removal on a specific day if this has been expressly agreed in writing.
- 8.2. For media orders or other advertising media installations, the Contractor guarantees the professional production of the advertising media as well as their professional assembly and dismantling.
- 8.3. The Contractor does not assume any warranty for damage to advertising media or advertising media occurring during the term of the contract, in particular due to force majeure, vandalism or theft. The Contractor undertakes to promptly procure replacement components or carry out repairs or remedy an external contractual defect, insofar as this is possible and can reasonably be expected. Any costs for replacement arising from such circumstances, in particular for replacement printing and assembly, shall be borne by the Client.
- 8.4. In the event of force majeure, in particular in the event of storms of Force 8 or greater, the Contractor shall be entitled in individual cases to dismantle advertising posters placed on scaffolding constructions in order to avert danger to the public and, if the Client so wishes, to reinstall them promptly after the imminent danger has receded. Any loss of display time resulting from such precautionary measures shall not entitle the Client to a price reduction.
- 8.5. In the case of media orders, the Contractor does not guarantee that the advertising sites booked by the Client will be visible without interruption during the display period. In particular, the Contractor shall not be liable for disruptions of a media service due to external (e.g., infrastructural) factors or occurrences.
- 8.6. If the Client submits advertising posters or other advertising media produced by third parties, the Client shall be liable for any damages and costs resulting from the fact that these advertising posters or advertising media are not technically flawless or cannot be installed on time.
- 8.7. Any defects in the advertising materials, advertising media or other services which the Client discovers must be reported to the Contractor in writing without delay. In particular, any claims for compensation for media services during the placement period are to be asserted immediately upon the Client becoming aware of them.
- 8.8. In the event of a justified notice of defect, the Contractor shall be obliged to rectify the defect or provide a replacement. If the defect persists, or if remedial action is not possible or is unreasonable for the Client, the Client shall be entitled to rescission of the order or a reduction in price.
- 8.9. If the entitlement to install or retain the advertising material at the agreed location should end for reasons for which the Contractor is not responsible (in

particular in accordance with 3.4. above), the Client shall have no claims for compensation for the part of the service not provided. Further claims of the Client – for whatever legal reasons – are excluded. In particular, the Contractor shall not be liable for loss of earnings or other financial loss suffered by the Client. The aforementioned limitation of liability does not apply if the cause of damage is due to intent or gross negligence on the part of Neidnig Outdoor Media GmbH or its vicarious agents.

9. Place of jurisdiction

- 9.1. The place of jurisdiction is the registered office of Neidnig Outdoor Media GmbH.
- 9.2. If the Client is not a merchant within the meaning of the German Commercial Code, the statutory regulations will apply.
- 9.3. The law of the Federal Republic of Germany applies to all legal relationships between Neidnig Outdoor Media GmbH and the Client.