

General terms and conditions – Electronic media

1. Scope:

- (1) These General Terms and Conditions apply to contracts with companies of the Ströer Group (hereinafter „Contractor“) regarding the placement of electronic advertising („Contract“), particularly on the products Infoscreens, X-City Mobil, X-City Station, Videoboards and LED Night Screens.
- (2) The Contract comprises the transmission of advertising motifs, ads and other content on electronic media („placement“).

2. Awarding and acceptance of orders:

- (1) A Contract shall become effective only if the order placed by the client („Client“) is accepted in writing by Contractor; any changes shall require the written form. Offers of Contractor shall be non-binding.
- (2) Orders from agencies/intermediaries shall identify by name the advertiser („Advertiser“). Unless orders received from agencies/intermediaries specify express terms to the contrary, a Contract will be created between the agency/intermediary and Contractor. At the request of Contractor, agencies/intermediaries shall provide proof that a specific Contract has been awarded by Advertiser.
- (3) Orders of Client shall identify the product to be advertised („product group“) and Advertiser.
- (4) Contractor shall be entitled to reject Contracts – in full or in part – due to content, origin or technical form on the basis of standard, objective reasons of Contractor if it is unreasonable to expect Contractor to place such advertising (for example, political, philosophical, religious or xenophobic advertising or advertising that offends against good taste and decency); if the content of such advertising is in violation of laws or regulatory provisions; or if such advertising goes against the interests of persons/companies in whose facilities such electronic advertising is to be carried out. With respect to already existing Contracts, Contractor shall be entitled to withdraw from such Contracts if any of the above conditions arise. If justified legal or moral concerns arise in the course of a placement due to the content, origin or form of advertising, or if such advertising is found to be incompatible with the above provision in this paragraph, Contractor shall be entitled to terminate such placement immediately as well as to terminate the Contract without any notice period.
- (5) Any transfer of rights and obligations from this Contract or of the Contract itself to a third party shall be subject to the prior consent of the other party to the Contract. However, Contractor may transfer, without Client’s consent, rights and obligations from the Contract or the Contract itself to an affiliated company pursuant to sections 15 ff. AktG (Corporation Act).
- (6) The General Terms and Conditions of Client shall be excluded.
- (7) There shall be no claim with respect to a certain sequence or a certain editorial context for the advertising booked.
- (8) Until such time as advertising is commenced, Client may withdraw from the Contract by written notice. In such event, Contractor shall be entitled to demand a lump-sum compensation taking into account expenses incurred by Contractor. Such compensation amounts to 5% of the agreed price in the event of withdrawal up to 8 weeks prior to commencement of the placement, 10% in the event of withdrawal up to 4 weeks prior to commencement of the placement and, thereafter, 25% of the agreed price for the placement. There shall be no right of withdrawal in connection with Videoboards and LED Night Screens.

3. Placement time:

The placement time shall commence on the calendar day of the first transmission of the advertising and shall terminate upon expiry of the agreed placement.

4. Competition:

The exclusion of competitors of Advertiser is not guaranteed.

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5. Advertising materials:

(1) The production of reproduction materials shall be the responsibility of Client. Client shall provide Contractor with suitable reproduction materials (materials/copy) no later than one week prior to the agreed commencement of the placement. Contractor will inform Client immediately about any noticeably unsuitable or damaged reproduction materials. At the request of Client, Contractor will produce the advertising materials at Client's expense and/or will carry out necessary changes to unsuitable reproduction materials at the request of Client and at Client's expense. Client's failure to provide the reproduction materials in a timely manner and any resulting delay in placing the advertising shall not exempt Client from its payment obligation. Contractor shall receive credit for any expenses incurred.

(2) The advertising concept developed by Contractor for the placement of electronic advertising as well as the computer graphical implementation shall be protected works under copyright law. Without a separate agreement regarding the right of use, Client shall not be entitled to use such works.

(3) Reproduction materials shall be returned to Client who has supplied them, provided that Client requests this in writing no later than up to four weeks following commencement of the placement time. Reproduction materials that are not requested to be returned within such period of time shall pass into the property of Contractor without compensation upon expiry of the placement and may be disposed of by Contractor.

(4) Client shall be responsible for the form and content of the motifs and ads and for ensuring that they are unobjectionable in terms of copyright and competition laws. To such extent Client shall exempt Contractor from any claims of a third party as well as any and all of the costs incurred by Contractor as a result. Contractor shall have no obligation to check or verify such circumstances.

(5) Until further notice, Contractor shall be entitled to use the motif as a sample and/or for own advertising purposes free of charge, particularly when used in the form of a web-based database.

6. Prices:

(1) In the absence of any provisions to the contrary, such list prices of Contractor shall apply as are in effect from time to time.

(2) All prices are quoted exclusive of the applicable value-added tax.

(3) Set-off shall be permitted only on the basis of uncontested claims or claims confirmed by declaratory judgment.

(4) Client may claim a right to refuse performance or of retention only if the counterclaim is based on the same contractual relationship and has been confirmed by declaratory judgment or if it has been recognised by Contractor.

7. Terms of payment:

(1) Invoiced amounts shall be payable within two weeks from the date of invoice. Invoices are issued by Contractor in advance. Payment shall be deemed to have been made in a timely manner if the money is received by the due date.

(2) In the event of Client's default in payment, as well as in the presence of substantiated doubts as to Client's ability to pay, Contractor shall be entitled, even during the term of the Contract, to make further performance of the Contract dependent on the prepayment of the amount, without consideration to any originally agreed term of payment, and the settlement of outstanding invoiced amounts, without creating any claims of Client against Contractor.

8. Breach of Contract / liability:

(1) Damages due to breach of obligations shall attach to Contractor's actions only if Contractor acted wilfully and in gross negligence. Liability for minor negligence on the part of Contractor shall be excluded. Such limitation shall not apply to damages for injuries to life, limb and health or for breaches of substantial contractual obligations.

(2) Liability vis-à-vis merchants for property damage or financial loss in the event of gross negligence of a vicarious agent shall be limited to such damages as are typical of the Contract and foreseeable.

(3) Liability for indirect damage, particularly loss of income, shall be excluded.

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(4) Contractor shall not be liable for the non-performance, delay, interruption or termination of the placement caused by circumstances beyond the control of Contractor (for example, strike; force majeure; construction/demolition carried out or ordered by public institutions; failure or disruptions of online and mobile telephony communications due to internal or external factors; program losses due to technical defects that are beyond Contractor's control). In the event of the non-performance, delay, interruption or termination of the placement caused by circumstances for which Contractor is responsible, Client will be offered a replacement slot for the time lost. If the purpose of the advertising cannot be achieved by means of a replacement slot, Contractor shall reimburse Client the fees already paid for the placement time. Client shall have no further claims in excess thereof. Client shall notify Contractor in writing of any obvious defects immediately upon commencement of the advertising, or no later than one week after the booking has expired.

9. Jurisdiction:

To such extent as permitted under the law, the place of jurisdiction shall be Cologne.