

Together with the General Terms and Conditions (GTC) this appendix governs the legal relationship between the customer and APG|SGA AG for advertising in the mountains. The customer shall be responsible for reviewing the valid GTC edition and the appendix to the GTC before signing a contract with APG|SGA. The German original takes precedence over this English translation. Provisions that differ from those set forth herein shall be binding only if agreed in writing by both parties.

this end, the customer will provide APG|SGA with a draft.

18. Political advertising media

19. Confidentiality/privacy

20. Correspondence/archiving

21. Applicable law and place of jurisdiction

22. Final provisions

1. Contracting parties

2. Area of validity/scope of contract

2.4a The content of the advertising media and the information included must comply with the checklist provided in the annex to the contract. APG|SGA assumes no liability for print data supplied incorrectly. Localities and positions for advertising media are given in the address list supplied with the contract. The format and quality of the advertising media must comply with the guidelines provided in the annexed checklist.

3. Conclusion of contract

3.3 The contract term is based on the period from calendar week 45 in the current year to calendar week 44 of the following year. Long-term and fixed-term contracts run from the Monday of calendar week 45 in the current year to the Sunday of calendar week 44 the following year. Campaigns (confirmation) run from the Monday of calendar week 45 in the current year - or later - and always end on the Sunday of calendar week 44 the following year.

4. Rates/charges

4.4a A change of visual may be made in calendar weeks 17-21; if a change is made during this period, the customer will be charged for production and installation costs only. Additional changes of visual are subject to charges and require a separate agreement.

4.5a APG|SGA will notify the customer of any price adjustments for the following calendar period by 31 March of the current calendar period.

5. Terms of payment

6. Payment default/non-fulfilment of the contract by the customer

7. Content/design of advertising matter

7.4 The mountain railway companies are entitled to make the execution of the advertising conditional on their consent. To

8. Period of billposting

8.2a For seasonal resort locations, the placement period will depend on the operating period and timetable, and placement may be subject to delay due to weather conditions. Nationwide billposting begins in calendar week 45, and all advertising is guaranteed to be in place from Christmas onwards.

8.3a Long-term contracts are extended by one calendar period at a time if no written notice of termination is provided by the 30 April before they are due to expire. In the case of fixed-term contracts and campaigns (confirmation), the customer is entitled to extend the contract for the reserved advertising spaces by a further year by providing written notification by 30 April (date of receipt by APG|SGA).

9. Delivery of advertising media

10. Format/quality of advertising media

11. Improper performance/non-performance on the part of APG|SGA

11.5 Temporary interruptions to operations will not give rise to a change in the contract.

12. Withdrawal from the contract

13. Inspection/maintenance of advertising media

13.1a Display units and advertising media will be maintained by APG|SGA. APG|SGA Mountain will replace damaged, stolen or soiled tarpaulins as quickly as possible and invoice the customer for the associated production costs.

13.3 In the case of long-term contracts pursuant to item 2.2 of the GTC, if an installation is withdrawn from circulation before the end of the placement period, or if advertising media needs to be re-sited for other reasons, the customer will bear the costs for the removal of the media and for the production and installation of the replacement media.

14. Liability/warranty

15. Legal succession/transfer of contract

16. Consultant commission

17. General contractor agencies (GC)