

These General Terms and Conditions (GTC) govern the legal relationship between the customer and APG|SGA AG, with regard to digital advertising. The customer shall be responsible for reviewing the valid GTC edition 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.

1. Contracting parties

1.1 The customer can be a legal entity or a natural person. The rights and obligations towards APG|SGA under this contract apply to the customer even if the customer is represented by an agency.

1.2 In contracts with a general contractor agency (GC) according to section 16, the GC is the customer, not the principal.

1.3 The transfer of rights from this contract by the customer to third parties, in particular the subleasing or transfer of advertising panels to third parties, is not permitted.

1.4 APG|SGA may render its services directly or via third parties. APG|SGA shall be liable for violations by the third party as if they were its own.

2. Area of validity/scope of contract

These GTC govern all contracts concluded between the customer and APG|SGA AG, as well as its subsidiaries and segment companies (APG|SGA), with regard to digital advertising.

2.1 Scope of contract:

The contract between the customer and APG|SGA governs the rental of advertising time on digital advertising panels.

2.2 APG|SGA shall transmit the advertising media according to the terms of the contract and its appendices.

3. Conclusion of contract

3.1 Principle

The contract shall come into effect with the written acceptance of the offer or confirmation of the order.

3.2 The customer/the relevant employees must provide proof of their authority to conclude a contract with APG|SGA.

4. Rates/charges

4.1 The sales price is determined by the rates of the relevant segment company/subsidiary in accordance with the sales documentation and the current price list. Amendments may be made until the contract is concluded pursuant to section 3.

4.2 If a price is given in a foreign currency, that price shall be deemed an

estimate. The estimate is to be understood as the foreign-currency equivalent of APG|SGA's Swiss-franc price. The applicable exchange rate and the effective foreign-currency amount payable by the customer shall be determined bindingly by APG|SGA on the date of invoicing.

4.3 Rates are based on prices per second. If the digital advertising medium supplied by the customer exceeds the contractually agreed length, the customer will be charged for the actual transmission time. The customer will be invoiced for any transmission time booked but not used.

4.4 APG|SGA must notify the customer in writing of any changes to prices and/or index adjustments due to take effect at the time of extension of the transmission period at the latest four months before the expiration of the contract. If the customer does not cancel the contract, he/she will be deemed to have agreed to the price change/index adjustment.

5. Terms of payment

5.1 As a rule, invoices are issued after the transmission of the advertising media. APG|SGA is entitled to demand payment in advance or payment in instalments. If the advance payment is not received on time, APG|SGA shall no longer be obliged to render its services. Nonetheless, the customer shall owe the agreed payment, subject to the withdrawal terms according to section 12.

If a long-term contract allows for payment in instalments, if just one instalment payment is late, the full amount for the entire contract period will become due.

5.2 Invoices are payable within 30 days of the invoice date.

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

6.1 If the customer falls into arrears, interest charges of 5% p.a. shall accrue, calculated from the due date, without a reminder having been issued.

6.2 If the customer defaults on intermediate payments, the entire amount invoiced for the full duration of the contract shall then become due for payment immediately, without a reminder having been issued.

6.3 APG|SGA reserves the right to discontinue the advertising service without prior notice to the customer in the event of default. Transmission costs and fees shall remain due for the entire contract period.

6.4 In the event of non-fulfilment or partial fulfilment of the contract by the customer, APG|SGA shall be entitled to issue a reminder with an extended grace period which, if unheeded, shall give APG|SGA the right to withdraw immediately

from the contract. In cases pursuant to sections 7.2, 9.2, and 11.4, no reminder and no grace period extension shall be required.

6.5 In the event of such justifiable withdrawal, the customer shall owe APG|SGA the transmission cost and contractual charges as well as any consequential damages.

7. Content/design of advertising matter

7.1 The customer shall be the sole party responsible for the content and design of the advertising media. In particular it must ensure full compliance with the federal, cantonal and municipal legal provisions, the official SBB licensing requirements, the industry rules and the GTC. APG|SGA does not review the content of the media but prior to transmission is entitled, in cases of doubt, to submit material to the competent authorities for appraisal and approval and/or to refuse to transmit the advertisement without stating reasons and at its own discretion. Should APG|SGA be held liable for the content or design of third-party advertising material, the customer must hold APG|SGA harmless.

7.2 If the transmission of advertising material is partially or fully prohibited by the authorities or the contractual partner, or if a campaign cannot be implemented as agreed due to an intervention by the authorities or for technical reasons, APG|SGA shall be entitled to refuse the execution of the contract without stating any further reasons and to withdraw from the contract without any right to compensation on the part of the customer. The same shall apply if APG|SGA prohibits the transmission for legal reasons.

7.3 The transmission price and charges remain owed in full as set forth in the contract. The customer shall be liable to APG|SGA for further damages, if any.

8. Period of transmission

8.1 The transmission period is specified in the contract according to section 2. This is subject to possible exceptions due to holidays.

8.2 For seasonal resort locations, transmission is limited to the duration of the season. The full transmission costs remain due for the entire period of the campaign.

9. Delivery of advertising media

9.1 Digital advertising media shall be produced by the customer at its own expense and on suitable media in accordance with the production manual. They shall be delivered to APG|SGA on the agreed delivery date.

9.2 Any failure to deliver or improper delivery shall not result in a change to the transmission period. Any damages thus incurred shall be borne exclusively by the customer. Transmission costs and charges will still be owed in full even if transmission takes place only partially or not at all.

9.3 Unless otherwise agreed, from the first day of transmission onwards APG|SGA shall be entitled to use the digital advertising media supplied by the customer for presentations and documentary reports, and/or to publish them on its own website.

10. Format/quality of advertising media

10.1 The format and quality of the advertising media must conform to APG|SGA guidelines.

10.2 The customer shall be responsible for compliance with APG|SGA's production manual and with the technical requirements of the relevant digital advertising medium in terms of dimensions, frame rate, etc. Any necessary post-production work performed by APG|SGA (e.g. format conversions) will be charged to the customer based on the amount of work involved.

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

11.1 If APG|SGA cannot fulfil, or completely fulfil, the contract due to an insufficient number of panels (reduction of plant availability, concession-related constraints or other reasons beyond the control of APG|SGA), APG|SGA shall make up the transmission time within the agreed transmission period. A resulting change of the transmission price shall be credited or charged to the customer. The customer shall not be entitled to compensation or to damages of any kind if the transmission time is made up in such a manner.

11.2 If it is not possible to arrange for alternative transmissions, APG|SGA reserves the right to reduce either the number of transmission sites or the campaign duration. APG|SGA shall invoice only the deliverables actually provided. The customer shall not be entitled to compensation or damages.

11.3 If, from the time of order confirmation until after the advertising material has been transmitted, an advertising panel cannot be used at all or only in a limited manner due to natural causes, malicious acts by third parties, or other reasons beyond the control of APG|SGA, the customer shall still be liable for transmission costs and charges, without entitlement to compensation or to damages of any kind.

11.4 Changes to or cancellation of concession agreements between APG|SGA and its grantors, changes to legal or regulatory requirements, or the withdrawal of individual advertising vehicles or surfaces shall entitle APG|SGA to partially or fully withdraw from the contract with immediate effect at any time, with no compensation required.

11.5 If electronic advertising media cannot be transmitted in part or in full due to reasons beyond APG|SGA's control (e.g. legal provisions, provisions set by the concession owner, landlord or authorities, technical faults, actions of third parties), or if transmission is deferred due to communications requiring precedence (e.g. police announcements), APG|SGA shall not be liable. In cases such as these, APG|SGA shall be entitled to make up the transmission at a time it deems appropriate. The customer shall still be bound to pay for the reserved transmission time.

12. Withdrawal from the contract

12.1 The customer may withdraw from the contract after it has been concluded (as per section 3.1); the cost implications of such a withdrawal are specified below. The customer must notify APG|SGA of the withdrawal in writing; the date applied will be the date of receipt of the information by APG|SGA.

12.2 The following cost implications should be noted:

- 4-5 weeks before the campaign start 50%
- From 3 weeks before the campaign start 100%

Other written arrangements may be made by the customer and APG|SGA in this regard.

12.3 Partial withdrawals and rescheduling into subsequent periods shall be deemed withdrawals.

13. Liability/warranty

13.1 APG|SGA's liability is limited to the sum that corresponds to the agreed transmission price (under long-term contracts for one year) and shall not exceed CHF 20,000 (twenty-thousand Swiss francs).

13.2 APG|SGA is not liable for loss, theft, damage, vandalism and soiling of advertising media and the associated installations.

13.3 APG|SGA shall render the contractually agreed services exercising due care and using up-to-date and suitable resources under consideration of the instructions issued by the customer. There shall be no warranty entitlements over and above those mentioned herein.

14. Legal succession/transfer of contract

14.1 Contracts shall remain in force for any legal successors to APG|SGA.

14.2 APG|SGA must be notified in writing within 30 days of any planned change in the legal status of its contractual partner. If no objection is lodged by APG|SGA within 30 days of such notification, the relevant contract shall remain valid. If APG|SGA exercises its right to object, the relevant contract shall become invalid with immediate effect.

15. General contractor agencies (GC)

The following additional stipulations apply:

15.1 The GC provides a surety for the transmission costs and charges in the form of a guarantee from a major Swiss bank or a joint security with the principal or a third party approved by APG|SGA. APG|SGA may waive the surety in writing.

15.2 In the offers, contracts, and accounts it submits to the principal, the GC shall apply APG|SGA's transmission rates and charges (as per section 4) without surcharges.

15.3 The GC is responsible to APG|SGA for compliance with these GTC. The GC shall impose compliance on the principal, if necessary.

15.4 Non-fulfilment by the GC of the obligations stated in sections 15.2 and 15.3 shall entitle APG|SGA to lodge a claim in respect of both direct and indirect damages and also to approach the principal for redress.

15.5 APG|SGA is entitled to contact the principal directly, without prior notice to the GC.

16. Consultant commission

16.1 The respective regulations provide information regarding the payment of consultant commission

17. Political advertising media

Political advertising media are subject to numerous directives of the responsible authorities. The customer shall inform APG|SGA of advertising media that contain political messages.

Image advertising (for groups, parties or issues) does not fall within the category of political advertising. The additional provisions under section 17.1 do not apply.

17.1. Political advertising media shall state the originating party or organization. Furthermore, action committees have to imprint the name and address of the responsible person/s. APG|SGA always requires written disclosure of the political party or organization and the identity of the author.

18. Confidentiality/privacy

18.1 APG|SGA shall treat the files it receives from the customer in a confidential manner. It uses such files exclusively for the conclusion and execution of the contract and within the scope of the customer relationship, subject to the exceptions stated in sections 9.3, 18.2 and 18.3.

18.2 APG|SGA may submit the information on outdoor advertising campaigns needed for the preparation of conventional advertising statistics to one or several specialized institutes. The customer may obtain these statistics from the institutes at his own expense.

18.3 APG|SGA and third parties (libraries, museums, etc.) may publish advertising media outside the scope of advertising campaigns to the extent that any commercial use is precluded. Neither the customer nor the originator is entitled to compensation for such action.

19. Correspondence/archiving

19.1 Unless otherwise agreed, APG|SGA and the customer shall communicate in writing.

19.2 Messages communicated by the contractual parties via e-mail, fax, or PosterDirect shall be deemed business correspondence.

19.3 The risk of loss or falsification of an electronically transmitted message shall remain with the customer until it is received by APG|SGA's data server.

19.4 If the electronic transmission of a message is interrupted or generates an error, the customer is obligated to repeat the transmission until it is successfully concluded or to send the message via other communication means.

19.5 If the customer receives a corrupted message, he shall be obligated to inform APG|SGA immediately.

20. Applicable law and place of jurisdiction

All legal relations between the customer and APG|SGA shall be governed by Swiss law. The place of jurisdiction shall be the location of the relevant APG|SGA office. APG|SGA is entitled to institute proceedings against the customer before the competent court at the domicile/place of business of the customer or before any other competent court.

21. Final provisions

The present GTC supersede all previous GTC issued by APG|SGA. APG|SGA reserves the right to make changes to these GTC at any time.