

Together with the General Terms and Conditions (GTC) this appendix governs the legal relationship between the customer and APG|SGA AG for MegaPoster. 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.

- The prices charged for installation do not include unforeseen costs for which the customer is responsible, even if a fixed price has been agreed. Such unforeseen costs can take the form of additional time, material and work.
- APG|SGA's MegaPoster locations will be labelled accordingly.

15. Legal succession/transfer of contract

16. Consultant commission

17. General contractor agencies (GC)

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

3. Conclusion of contract

4. Rates/charges

5. Terms of payment

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

7. Content/design of advertising matter

7.1a Where required by law, APG|SGA MegaPoster shall submit material to the relevant authorities for appraisal and approval.

8. Period of billposting

9. Delivery of advertising media

9.2a In the event of non-delivery APG|SGA has the right to impose a deadline on the customer for delivery of the materials and, if no delivery has been made within this deadline, to withdraw from the contract.

9.4 For productions carried out and installed by APG|SGA, ownership of the posters is transferred to the customer on the day of installation.

9.5 One week before the end of the campaign, the customer or its agency must let APG|SGA know what should be done with the posters following disassembly. If it fails to provide this information, the posters will be destroyed on the day of disassembly.

10. Format/quality of advertising media

10.2 Installation:

- If the customer assigns installation work on the advertising surface supplied by APG|SGA to a third party, APG|SGA will not be liable.

- Where installation work is carried out by APG|SGA, it is assumed that this can be performed without impediments and delays.

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

12. Withdrawal from the contract

12.2a APG|SGA for MegaPoster applies the following provisions relating to withdrawal from contracts which differ from the provisions of the GTC:

The following charges shall apply in the event of cancellation:

24 - 17 weeks before placement
20% of the order price

16 - 11 weeks before placement

50% of the order price

10 weeks or fewer before placement
100% of the order price

13. Inspection/maintenance of advertising media

13.1a APG|SGA for MegaPoster applies the following provisions which differ from the provisions of the GTC: APG|SGA inspects the placement of the advertising media and notifies the customer if any media are damaged or in poor condition. APG|SGA will not pay compensation for damage to advertising media and technical installations during the display period, in particular damage caused by third parties or force majeure.

14. Liability/warranty

14.4 APG|SGA must be notified immediately in writing of any defects in the advertising media or the technical installations, but at the latest within one week of installation or acceptance at the place of delivery. Where a notification of defects is justified, APG|SGA will be obliged to remedy the defect.

14.5 Colour deviations and material tolerances that are customary for the sector do not constitute a defect and do not justify a notification of defects.

14.6 Installation is guaranteed for a period of 24 months. The guarantee period commences as of the time the advertising space is ready for use. APG|SGA does not provide any guarantee vis-a-vis the customer for events beyond its control (e.g. storm damage with wind speeds ≥ 70 km/h, etc.).