

These General Terms and Conditions (GTCs) govern the contractual relationship (hereinafter referred to as the Contract) between the advertiser (hereinafter referred to as the Client) on the one hand and Allgemeine Plakatgesellschaft AG, Giesshübelstrasse 4, 8045 Zurich, (hereinafter referred to as APG|SGA) on the other. Before concluding the Contract, the Client is obliged to inform themselves about the version of the GTCs valid at that time. The German text is authoritative. Differing provisions, especially those from the Client, are only binding if the parties have agreed them in writing.

## **1 Parties to the Contract**

- 1.1 The Client can be a legal entity or a natural person. The Client assumes all rights and obligations vis-à-vis APG|SGA, even if they are represented by an agency. The agency shall expressly declare the agency relationship.
- 1.2 In the case of contracts with a general contractor agency (GC) as defined in Clause 18, the GC client is APG|SGA solely. The GC client (hereinafter referred to as End Client) neither assumes rights nor obligations vis-à-vis APG|SGA.
- 1.3 The Client is not permitted to transfer rights and obligations arising from this Contract to third parties. In particular, the transfer of advertising space booked by the Client to third parties is prohibited.
- 1.4 APG|SGA can provide services itself or through third parties. APG|SGA is liable for violations of third parties as it is for its own.
- 1.5 APG|SGA always acts as an independent and legally autonomous party vis-à-vis the Client. The Client has no claims whatsoever against third parties engaged by APG|SGA or against other group companies of APG|SGA.

## **2 Scope/subject of Contract**

- 2.1 The GTCs apply to all current and future contractual relationships between the Client and APG|SGA. They supplement the (individual) Contract and form an integral component thereof.
- 2.2 The subject of the Contract between the Client and APG|SGA is the contractual implementation of Out of Home Media on various analogue and digital advertising panels. The Contract may also cover the printing of posters.  
The Out of Home Media is placed on private and public properties/buildings, in/on public transport and on construction sites (advertising spaces). APG|SGA is entitled to use Out of Home Media on these advertising spaces.

## **3 Conclusion of the Contract**

- 3.1 The Contract comes into effect upon written acceptance of the quote, with both parties signing the Contract or upon order confirmation by APG|SGA. The first declaration of intent is legally binding.
- 3.2 The Client and its employees or their representatives shall provide evidence of their authority to conclude a contract with APG|SGA.
- 3.3 Supplementary provisions for online contracts:
  - 3.3.1 Online contracts are contracts concluded via the online platform (APG|SGA easy). They come into effect when the Client sends the order. APG|SGA will not provide additional confirmation.
  - 3.3.2 In order to conclude contracts via APG|SGA easy, the Client / its employees shall be personally authorised to do so. The user ID is the respective e-mail address; authentication is carried out by means of a password.
  - 3.3.3 The Client / its employees can independently obtain authorisation in accordance with APG|SGA specifications. APG|SGA reserves the right to deny the Client, as well as individual or all employees, authorisation.

## **4 Prices/fees**

- 4.1 The sales prices are in Swiss francs plus VAT.
- 4.2 The following fees and charges are payable in addition to the sale price: customs duties, additional costs due to late or incorrect delivery of advertising materials, shipping, transport, painting, electricity and repair costs, costs for any underlay sheets and additional work such as posting add-ons or snipes, additional visual changes, special billposting work and similar, all plus VAT.
- 4.3 APG|SGA shall notify the Client in writing of any price changes and/or index adjustments with effect from the extended display/broadcast period to no later than four months (seven months for advertising in the mountains) before the end of the Contract. If the Client does not terminate the Contract, this shall be deemed to be agreement to the price change/index adjustment.
- 4.4 Print orders placed online via APG|SGA easy are not included in the sales price. They are invoiced to the Client directly by the printer.
- 4.5 For digital advertising, tariffs are based on the per-second rate. If the length of the digital advertising material supplied by the Client exceeds the contractually agreed time, the time actually broadcast shall be paid. The Client shall be invoiced for any booked but unused broadcast time.

## **5 Invoicing/payment terms**

- 5.1 The invoice is sent to the Client or the agency by e-mail. A printed version shall only be produced upon express request.
- 5.2 Invoices are generally issued after the advertising material has been displayed or broadcast. APG|SGA is entitled to demand payment in advance or in instalments. If the payment in advance is not received on time, APG|SGA shall be released from its obligation to perform. The Client still owes the agreed payment, with the conditions of withdrawal pursuant to Clause 14 applying.
- 5.3 The invoice is due and payable without a discount within 30 days of the invoice date (due date).

**6 Default of debtor/non-performance of Contract by Client**

- 6.1 If the Client is in default of payment, they shall be liable to pay default interest of 5% p.a. from the due date without prior reminder.
- 6.2 If the Client is in default with agreed partial payments, the entire invoice amount owed for the contractual term shall be due for payment without any prior reminder (due date).
- 6.3 In the event of default of payment by the Client, APG|SGA reserves the right to terminate the Contract and to discontinue services with immediate effect and without prior notice.
- 6.4 If the Client does not fulfil the Contract or does not fulfil it properly, APG|SGA is entitled to terminate the Contract and to discontinue services with immediate effect following an unsuccessful reminder and a grace period.
- 6.5 In the cases referred to in Clauses 6.3 and 6.4, the Client shall owe APG|SGA the display price and fees in full in accordance with the Contract, as well as any further compensation.

**7 Content/design of the advertising material**

- 7.1 The Client shall provide APG|SGA with the material and elements (logos, fonts, slogans, graphics, photos, images, text, illustrations, videos, other protected assets, etc.) for the implementation of the advertising material. All advertising material supplied by the Client shall meet APG|SGA's quality criteria and production specifications. APG|SGA accepts no liability for incorrectly delivered advertising material or print data and any delay in display dates due to this.
- 7.2 The Client is solely responsible for the content and design of the advertising material. APG|SGA has no inspection obligation.
- 7.3 The Client is responsible for ensuring that third parties have no legal claims whatsoever against APG|SGA with respect to the material and elements and their copying, processing, editing, etc. and cannot assert such claims. In particular, the Client is responsible for and confirms by concluding the Contract that APG|SGA may use the material and elements without reservation for the execution of the Contract, especially with regard to personal rights, copyrights, image rights and unfair competition. Otherwise, i.e. if APG|SGA is sued by a third party with respect to the material and elements, and ultimately with respect to the advertising material, the Client shall indemnify APG|SGA.
- 7.4 The Client guarantees that they have all rights to publish the advertising material. They shall ensure that the statutory provisions of the federal government, cantons and municipalities, the official licensing regulations of SBB, the industry regulations and these GTCs are fully complied with. APG|SGA does not check the content of advertising material. However, APG|SGA reserves the right in case of doubt or where prescribed by law to submit the display or broadcast of advertising material to the responsible authorities and/or licensing partners for assessment and for a decision, and to reject the display or broadcast without stating reasons and at its own discretion. If APG|SGA is held liable by a third party due to the content or design of advertising material, the Client shall indemnify APG|SGA.
- 7.5 If the display or the broadcast of advertising material is fully or partially prohibited/revoked by the authorities or by the site partner or cannot be implemented as agreed for other official or technical reasons, APG|SGA may refuse to execute the order without stating a reason and withdraw from the Contract without any claim from the Client for compensation. The same applies if APG|SGA prohibits the display for legal reasons.  
The price for the display or broadcast and fees shall continue to be owed in full in accordance with the Contract. The Client shall bear any costs incurred for the required alterations to or overposting of the advertising material and shall be liable to APG|SGA for any further damages.
- 7.6 If the Client orders the advertising material to be printed online via APG|SGA easy from APG|SGA, they shall confirm print approval by sending the Contract electronically and thereby consent to the print template.
- 7.7 At the end of the Contract, APG|SGA shall properly archive and/or dispose of the material, elements and advertising material. Further use of the material, elements and advertising material by APG|SGA after the end of the Contract shall require the consent of the Client.

**8 Advertisement time**

- 8.1 The display time and broadcast time are defined in the Contract. There are exceptions due to bank holidays.
- 8.2 All data concerning display or broadcast dates, Contract terms, booked addresses and advertising services can be found in APG|SGA sales documents.
- 8.3 In the case of seasonal businesses, the display or broadcast is limited to the seasonal periods. The display price remains payable in full for the entire display period.
- 8.4 If the start of the display period for posters is specified with a calendar week, this usually follows the days listed on the sales documents. However, displaying the posters later in this week does not represent any delay on the part of APG|SGA.
- 8.5 Additional provisions for advertising in the mountains:
  - 8.5.1 The display of advertising material for seasonal businesses is based on their operating time and schedule. The right to delay the display due to weather conditions remains reserved. Display across Switzerland shall begin in calendar week 45.
  - 8.5.2 If the print data is delivered on time, all posters are guaranteed to be displayed from Christmas.
  - 8.5.3 The design change for the summer season shall start in calendar week 19. If delivered on time, the posters are guaranteed to be displayed from July. Only the production and assembly costs shall be charged during the changeover during this time.
- 8.6 With NeonSign and Permanent Poster, the Client shall remove the advertisement on the day the Contract expires and restore the advertising space to its original condition. If they do not meet this obligation, or only meet it in part, APG|SGA is entitled to substitute performance at the Client's expense. Unless otherwise agreed in writing, APG|SGA is entitled to dispose of equipment and items belonging to the Client that they did not remove upon expiry of the Contract without providing compensation.

**9 Advertising material for analogue advertising formats**

- 9.1 If the Contract provides for the advertising material to be delivered by the Client, the Client shall deliver the advertising material required under the Contract, postage paid, to the address specified in the Contract. Delivery shall be made at the expense and risk of the Client no later than the date agreed in accordance with the Contract. In addition to physical delivery of the advertising material, the Client shall also send the advertising material to APG|SGA as a PDF file. The format and quality of the advertising material shall comply with APG|SGA guidelines.
- 9.2 If the advertising material is not delivered or is not delivered properly, the display time shall not be changed. Any damages shall be borne solely by the Client. The display price and fees shall remain owed in full, even if the display is no longer carried out or only partially carried out.
- 9.3 Supplementary provisions for public transport advertising:
- 9.3.1 Assembly and disassembly of the advertising material carried out by the Client or by a specialist appointed by the Client (advertising technician or other company) shall be at the expense and risk of the Client.
- 9.3.2 After disassembly of the advertising material, the Client shall restore the vehicle to its original condition.
- 9.3.3 If the Client does not remove the advertising material within 14 days at the end of the display period, APG|SGA may remove it at the Client's expense.
- 9.4 Supplementary provisions for MegaPoster and advertising material in the mountains:
- 9.4.1 In the case of productions carried out and assembled by APG|SGA, ownership of the posters passes to the Client on the day they are displayed.
- 9.4.2 Standard colour deviations and material tolerances do not constitute a defect and do not entitle the Client to a notice of defect.
- 9.4.3 The Client or their agency shall inform APG|SGA one week before the end of the display of the posters as to what to do with them once they have been disassembled. If no notification has been provided, the posters will be destroyed on the day of disassembly.

**10 Advertising material for digital advertising formats**

- 10.1 The digital advertising material shall be produced by the Client at their own expense in accordance with the production instructions and delivered to APG|SGA by the agreed delivery date. Necessary post-processing by APG|SGA (e.g. format conversions) shall be charged to the Client based on time spent.
- 10.2 If the digital advertising material is not delivered or is not delivered properly, the broadcast time shall not be changed. Any damages shall be borne solely by the Client. The broadcast price and fees shall remain owed in full, even if the broadcast no longer or only partially takes place.

**11 Production/assembly of analogue advertising material**

- 11.1 The APG|SGA assembly price does not include unforeseeable costs for which the Client is responsible, even if a fixed price has been agreed. Unforeseeable costs may arise in the form of additional time, materials and labour.
- 11.2 If the Client hands over the assembly of the advertising space provided by APG|SGA to a third party (e.g. assembly on vehicles), APG|SGA is not liable for the assembly work.

**12 Maintenance of analogue advertising material**

- 12.1 For posters, APG|SGA maintains the billposting during the display period. In the case of damaged posters, it shall carry out billposting of replacement posters provided that the Client has supplied it with sufficient quantities of such posters. This does not apply to damage caused by force majeure or culpable violation by third parties.
- 12.2 Lost, stolen or damaged advertising material shall be replaced by the Client at its own expense.
- 12.3 Supplementary provisions for public transport advertising:
- 12.3.1 If a vehicle is taken out of circulation before the end of display or if the advertising material has to be repositioned for other reasons and the advertising material has been displayed for more than one year, the Client shall bear the costs of disassembling and producing and assembling the replacement advertising material.
- 12.3.2 Defective advertising material shall be repaired at the Client's expense.
- 12.4 Additional provisions for MegaPoster, BigPoster and Permanent Poster:
- 12.4.1 APG|SGA shall not provide compensation for damage to the advertising material and its technical advertising equipment during the term, particularly damage caused by third parties or force majeure.
- 12.5 Supplementary provisions for NeonSign:
- 12.5.1 Damage, defects and malfunctions shall be remedied as quickly as possible by the Client in their own interest and on their own account.
- 12.5.2 The Client is responsible for operational maintenance.
- 12.5.3 APG|SGA shall only replace defective lighting equipment through its contractors by special agreement. The Client shall pay both for the replacement of lighting equipment and for any travel and time costs incurred by the contractor.

**13 Poor or non-performance on the part of APG|SGA**

- 13.1 If APG|SGA is unable to fulfil the Contract or cannot do so properly due to insufficient advertising space (reduced space, licensing provisions, priority of political posters or other reasons for which APG|SGA is not responsible), the affected analogue advertising material shall be relocated or digital broadcasts will be provided as compensation within the agreed broadcasting time. Any resulting change in the price shall be credited or charged to the Client. The Client is not entitled to any compensation or other payment of damages arising from a relocation or compensation.
- 13.2 If relocation or compensation is not possible, APG|SGA reserves the right to reduce the allocation number or to reduce the display or broadcast time. APG|SGA only charges for the services performed. The Client is not entitled to compensation or payment of damages.
- 13.3 Modification and termination of the licensing contracts between APG|SGA and its current licensing issuers, the change in statutory or official regulations, or the revocation of individual advertising objects or advertising space entitle APG|SGA to withdraw from the Contract at any time immediately, in part or in full, without compensation.

- 13.4 Supplementary provisions for public transport advertising:
- 13.4.1 Temporary business interruptions do not change the Contract.
- 13.4.2 In the case of transport companies, temporary business interruptions of less than 10% of the agreed display period that are not attributable to the normal interruption of business, as well as occasional changes to routes, do not justify a reduction in the bill or compensation for the Client. In the event of interruptions of business of more than 10% of the agreed display period that are not attributable to ordinary business interruption, the display period shall be extended free of charge by the duration of the interruption. If insufficient advertising space is available, the invoice amount shall be reduced proportionately.
- 13.4.3 If the Client does not agree to moving the advertising to other spaces, the display period shall be shortened and only the actual duration will be calculated.

**14 Withdrawal from the Contract before the start of the display or broadcast**

- 14.1 The Client may withdraw from the Contract after conclusion of the Contract in accordance with Clause 3.1 before the start of the display or broadcast with the following resulting costs. The Client shall notify APG|SGA in writing of the withdrawal, with the date on which APG|SGA receives the written notice being decisive.
- 14.2 Resulting costs in the event of withdrawal from the Contract after conclusion of the Contract in accordance with Clause 3.1:

Contract/product	Withdrawal in weeks before the start of display or broadcast								
	24 weeks	16 weeks	11 weeks	10 weeks	7 weeks	6 weeks	5 weeks	4 weeks	3 weeks
Short-term analogue contracts	--	--	--	20%	50%	50%	100%	100%	100%
Digital advertising	--	--	--	--	--	50%	50%	50%	100%
Long-term contracts of one year or more	50%	50%	75%	75%	75%	75%	100%	100%	100%
MegaPosters	20%	50%	50%	100%	100%	100%	100%	100%	100%

- 14.3 Agreements to the contrary shall be set out in writing between the Client and APG|SGA.
- 14.4 Partial withdrawals and postponements in subsequent periods are equivalent to withdrawals.
- 14.5 APG|SGA may withdraw from a contract concluded online pursuant to Clause 3.3, at no cost and without stating reasons, within two working days of the contract being concluded. Notification of withdrawal by APG|SGA shall be provided in writing.

**15 Warranty/liability**

- 15.1 APG|SGA shall render its services under the contract by exercising the due care, using modern and appropriate tools and observing the instructions provided by the Client for execution.
- 15.2 There are no warranty and liability claims that go beyond those mentioned in these GTCs. APG|SGA and its auxiliary persons are only liable for damage caused intentionally and through gross negligence. They are not liable for slight negligence and for claims for damages arising from impossibility of performance and breach of contract, for immediate/direct and mediate/indirect damages, for consequential damages, loss of earnings, lost profits, unrealised savings, loss of data, malware, third-party interventions and force majeure (in particular loss, theft, damage, vandalism and soiling of the advertising material and its technical advertising equipment).

**16 Succession/Contract transfer**

- 16.1 Contracts remain valid for any legal successors of APG|SGA.
- 16.2 APG|SGA shall be informed in writing within 30 days of a planned change of legal status on the part of the contractual partner. If APG|SGA does not raise an objection within 30 days of notification of the legal change, the relevant Contract shall remain in force. If APG|SGA exercises its right to object, the relevant Contract shall become null and void with immediate effect. Until then, the display price and fees shall remain payable in full.

**17 Agency commissions**

- 17.1 The agency commissions (AC) are based on the "Guidelines and regulations concerning agency commission" available at <https://www.apgsga.ch/en/gtc/>

**18 General contractor agencies (GC)**

The following supplementary provisions apply:

- 18.1 The GC secures the display or broadcast price and fees by means of a guarantee from a Swiss bank or by means of a joint guarantee from the End Client or a third party recognised by APG|SGA. APG|SGA may waive the security in writing.
- 18.2 In its offers, contracts and invoices vis-à-vis the End Client, the GC invoices the campaign costs and fees to APG|SGA in accordance with Clause 4 without surcharges.
- 18.3 The GC is obligated to APG|SGA to comply with these GTCs. If necessary, it shall pass these on to the End Client.
- 18.4 Should the GC fail to meet its obligations pursuant to Clauses 18.2 and 18.3, APG|SGA reserves the right to claim direct or indirect damages, as well as recourse against the End Client.
- 18.5 APG|SGA is entitled to contact the End Client directly without prior notification to the GC.

**19 Political advertisements**

- 19.1 Political advertising material includes advertising for political groups, a party, an action committee, a working group/individual for an election or referendum at federal, cantonal and municipal level. Political advertising material shall contain either a clearly identifiable reference to a party, candidate or list (election advertising) or a specific referendum proposal (referendum advertising).
- 19.2 Political advertisements shall name the political party or organisation. Action Committees shall also include the name and address of the person or people responsible for the Committee. APG|SGA shall be notified in writing of the political party or organisation the advertising material is for.
- 19.3 The contractual conditions specified by the cities and municipalities apply to election and referendum advertising in F4 format and the associated right of priority for political orders and their allocation.
- 19.4 Political advertising does not include political image advertising (e.g. for groups, parties and concerns).

**20 Confidentiality/data protection**

- 20.1 APG|SGA treats the files it receives from Clients as confidential. It uses the files exclusively for the purpose of executing the Contract and maintaining the Client relationship. The Client may assert their data protection rights at any time. They have the right to request information about which data is collected and processed. They may request its rectification or deletion, provided that this is not prevented by superordinate law. The following Clauses are reserved: 7.7, 20.2 and 20.3.
- 20.2 APG|SGA supplies one or more specialist institutes with the information about Out of Home Media campaigns required to compile standard industry advertising statistics. The Client may obtain these statistics from the institutes at their own expense.
- 20.3 APG|SGA and third parties (libraries, museums, etc.) may publish advertising material outside of the campaign, provided that commercial use is excluded. Neither the Client nor the author is entitled to any claims for compensation resulting from this.
- 20.4 Supplementary provisions for online contracts:
  - 20.4.1 The Client is obliged to ensure that passwords are carefully defined and regularly changed. They are responsible for the careful storage of their password. Disclosure of the password or use of APG|SGA easy by third parties outside of the Client's business or by persons who have left the business is considered misuse. In the event of misuse, APG|SGA has the right to withdraw the password(s) of the Client and its users with immediate effect.
  - 20.4.2 If a password becomes known to a third party or if the Client detects misuse by a third party, the Client is obliged to report this to APG|SGA immediately, stating the user ID in question. APG|SGA shall confirm receipt of the report to the Client in writing and withdraw permissions for user ID within two working days.
  - 20.4.3 If a third party has knowledge of the Client's passwords, the Client is fully liable for orders placed by the third party until permissions are withdrawn by APG|SGA, regardless of how the third party became aware of them.
  - 20.4.4 The Client agrees that the data collected during registration may be stored and used to operate APG|SGA easy. APG|SGA shall handle the data in accordance with the provisions of the Swiss Data Protection Act.
- 20.5 We process personal data in accordance with the applicable data protection regulations and our Privacy Policy, which can be accessed at <https://www.apsga.ch/en/privacy-policy/>.

**21 Applicable law and place of jurisdiction**

All legal relationships between the Client and APG|SGA are subject to Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention/CISG). The place of jurisdiction is the registered office of Allgemeine Plakatgesellschaft AG. APG|SGA is entitled to sue the Client in the competent court at the Client's place of residence or registered office or in any other competent court.

**22 Final provisions**

These GTCs replace all previous GTCs of APG|SGA. APG|SGA reserves the right to amend these GTCs at any time.