

September 1, 2010

These General terms and conditions (GTC) govern the legal relationship between the customer and Allgemeine Plakatgesellschaft AG (APG|SGA). The GTC edition that is valid on the date of the finalization of the contract shall be applicable. The customer shall be responsible for reviewing the valid GTC edition before undersigning 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. Contract types

The GTC govern:

- 1.1. Short-term contracts with a maximum billposting duration of one year. The billposting duration is usually limited to weeks, months or one season.
- 1.2. Long-term contracts with a billposting duration of one year or longer.

2. Contracting party

2.1. The customer can be a legal person 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.

In contracts with a GC according to item 16, the general contractor is the customer, not the principal.

2.2. 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.

2.3. 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.

3. Conclusion of contract

3.1. Principle

- Short-term contracts in accordance with item 1.1 are concluded when APG|SGA confirms the order of the customer in writing.
- Long-term contracts in accordance with item 1.2 are concluded when undersigned by both parties.

3.2. Online contracts are contracts finalized via the online platform (PosterDirect). They are concluded when the customer electronically submits the order; an order confirmation by APG|SGA is optional.

3.3. Contracts can only be finalized via the online platform (PosterDirect) if the ordering customer or staff member are authorized to do so. User identification is based on e-mail addresses and passwords. The customer and their staff members shall be authorized according to procedures defined by APG|SGA.

3.4. Upon conclusion of a contract, the customer or the respective staff member shall affirm possession of the authorization to conclude a contract pursuant to item 3.

3.5. APG|SGA reserves the right to deny authorization to the customer or to individuals or to all staff members of the customer.

3.6. The customer shall be obliged to assure that passwords are carefully defined, regularly changed, and protected against disclosure to third parties.

3.7. If a password is disclosed to a third party or if the customer recognizes misuse by a third party, the customer shall be obliged to immediately communicate such disclosure or misuse to APG|SGA and to indicate the compromised user account. APG|SGA shall confirm receipt of notification to the customer and withdraw authorization for the account as rapidly as possible.

3.8. If a third party gains access to one or several passwords of the customer, the customer shall be liable for full compensation of all orders placed by the third party before the withdrawal of authorization by APG|SGA, regardless of how access was gained.

4. Non-fulfillment of the contract

4.1. In the event of non-fulfillment or partial fulfillment 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 items 11.2, 13.2, and 15.4, no reminder and no grace period extension shall be required.

4.2. In the event of such withdrawal, the customer shall owe APG|SGA the billposting cost and contractual charges paid as well as consequential damages.

5. Scope of contract

5.1. The contract between the customer and APG|SGA governs the rental of advertising plant and, in specified cases, the printing of posters or the placement of a poster printing order.

5.2. APG|SGA shall post the posters according to the distribution plan/address list (items 9 and 10).

5.3. For sports stadiums, the contract does not cover matches involving the Swiss national teams, UEFA and FIFA matches, or other third-party events. For such events the customer must rent the advertising panels with a separate contract. Failing this the advertising panels shall be overposted for the duration of the events.

6. Billposting rates/charges

6.1. The billposting charge is determined by APG|SGA rates in accordance with the sales documentation and the current price list. Amendments may be made until the contract is concluded (item 3).

6.2. The billposting rates for sports stadiums are subject to modification by APG|SGA during the validity of the contract if the home club is promoted or relegated to another league. The modification takes effect with the new season.

In the event that APG|SGA and the customer are unable to reach an agreement within two months of the start of the new season, the contract will be deemed terminated with effect from the start of the season, with no compensation due to either contracting party. Billposting costs and charges remain owed up to the start of the new season.

6.3. The following are owed in addition to the billposting costs: customs duties, stamp duties, costs incurred due to late delivery of advertising media, shipping expenses, transportation costs, costs of painting, electricity and repairs, costs for underlay sheets, if any, and costs for additional work, such as: posting add-ons or snipes, additional visual changes, special billposting work, etc., all plus VAT.

6.4. The billposting price for long-term contracts includes: 3 changes of visual per year, one visual change per year for tarpaulins.

6.5. If the offer or the written order confirmation indicates a price 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.

6.6. The cost of printing orders placed via the online platform (PosterDirect) is not included in the billposting price. The printing house will invoice this cost directly.

7. Terms of payment

7.1. As a rule, invoices are issued after the posting of the advertising media.

APG|SGA is entitled to demand payment in advance. If the advance payment is not received, 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 item 8.

7.2. Invoices are payable on the due date stated on the invoice.

7.3. If payment is delayed, the customer shall owe interest charges of 5% p.a., calculated from the due date, without a reminder having been issued.

7.4. If a customer with a long-term contract as per item 1.2 defaults on intermediate payments, the entire amount invoiced for the full duration of the contract shall then become due for payment immediately.

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8. Terms of withdrawal

The customer may withdraw from the contract in writing after it has been finalized (item 3), with the following financial consequences:

8.1. No financial consequences upon withdrawal within 14 days after the order, provided at least 14 days lie between the withdrawal date and the Monday that falls in the billposting week.

8.2. With financial consequences in the other cases:

- for short-term contracts in accordance with item 1.1 in percent of the contract amount:
 - 10 to 8 weeks prior to commencement of billposting: 20%
 - 7 to 6 weeks prior to commencement of billposting: 50%
 - 5 weeks or less prior to commencement of billposting: 100%
- for long-term contracts in accordance with item 1.2 in percent of the rental fee for one year:
 - up to 12 weeks prior to commencement of billposting: 50%
 - 11 to 5 weeks prior to commencement of billposting: 75%
 - 4 weeks or less prior to commencement of billposting: 100%

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

8.4. Without incurring any financial consequences and without stating any reasons therefor, APG|SGA may withdraw from a contract concluded online according to item 3.2 within two business days after it was finalized. APG|SGA must communicate its withdrawal in writing.

9. Distribution plan/address list

The distribution plan and/or the address list shall name the envisaged communities and sites with the respective number of panels. They form an integral part of the contract.

10. Period of billposting

10.1. The campaign period (commencement and duration) is specified in the contract according to item 3. For long-term contracts, billposting shall commence at the latest on the Monday following the commencement of the billposting period.

This is subject to possible exceptions due to holidays (see APG|SGA billposting calendar).

10.2. For seasonal resort locations billposting is limited to the duration of the season. This provision also applies to long-term contracts in accordance with item 1.2. The full billposting costs remain due for the entire period of billposting.

10.3. For long-term contracts in accordance with item 1.2, the period of billposting is automatically extended by the same duration, unless the contract is terminated in writing by one of the parties before the period of billposting has expired. The notice period is specified in the contract.

11. Delivery of advertising media

11.1. If the contract provides for delivery of the media by the customer, they shall be delivered prepaid to the address specified in the contract. The media shall be delivered at the expense and risk of the customer and the media must arrive at the latest on the date specified in the contract.

11.2. Any failure to deliver or unsuitable delivery shall not result in a change of the billposting period. Any damages thus incurred shall be borne exclusively by the customer. Billposting costs and charges will be owed in full even if, under the given circumstances, the campaign was posted only partially or not at all.

11.3. The advertising media supplied are intended for one-time use only. Unless specified to the contrary, APG|SGA shall be entitled to dispose of any unused advertising media as it sees fit at the end of the campaign.

12. Format/quality of advertising media

12.1. Format and quality of the advertising media must conform to APG|SGA guidelines.

12.2. Poster dimensions and other characteristics shall comply with the specifications in APG|SGA Posters: An easy matter.

12.3. If the customer commissions APG|SGA to print the posters via the online platform (PosterDirect), the OK to print and approval of the artwork master shall be deemed issued when the contract is e-mailed to APG|SGA. For verification purposes, the customer may download the artwork master of the poster and print or view it on a calibrated printer or monitor. The artwork master shall have the format PDF/X-3 and the RGB color space. The customer may only assert a claim for defects if the posters are not formatted to PDF/X-3 with the RGB color space or violate other guidelines pursuant to item 12.2.

13. Content/design of advertising matter

13.1. The customer shall be the sole party responsible for the content and design of the advertising media. In particular, the customer shall guarantee unrestricted compliance with legal regulations (federal, cantonal, communal), industry rules and these GTC. APG|SGA does not review the content of the media but prior to billposting is entitled, in cases of doubt, to submit them to the competent authorities for appraisal and approval.

13.2. If the posting of an advertisement medium is partially or fully prohibited by decree or if a campaign cannot be implemented as agreed due to an intervention by the authorities, APG|SGA shall be entitled to refuse the execution of the contract without stating any further reasons and to withdraw from the contract immediately and without compensation.

13.3. The billposting price and charges remain fully owed as set forth in the contract. The customer shall also bear the cost of alterations to or of overposting the panels and shall be liable to APG|SGA for further damages, if any.

14. Inspection/maintenance of advertising media

14.1. APG|SGA is not liable for loss, theft, damage and soiling of advertising media.

14.2. The customer may demand a joint inspection of non-compliant sites with APG|SGA during the billposting period.

14.3. APG|SGA shall maintain posters and tarpaulins for the campaign duration and replace damaged posters with replacement posters, with the exception of damage caused by force majeure or malicious acts by third parties.

14.4. Defective paintings shall be remedied at the expense of the customer. Surround panels in sports stadiums shall be repainted by the customer prior to the beginning of the season.

15. Missing/insufficient advertising panels

15.1. If APG|SGA cannot or not fully fulfill the contract due to an insufficient number of panels (reduction of plant availability, concession-related constraints, prioritized political posters or other reasons beyond the control of APG|SGA), APG|SGA shall provide alternative sites. A resulting change of the billposting price shall be credited or charged to the customer. The customer shall not be entitled to compensation or to damages of any kind if alternative sites are chosen.

15.2. If no suitable alternative sites are available, APG|SGA reserves the right to reduce either the number of posting sites or the campaign duration. APG|SGA shall invoice only the deliverables actually provided. The customer shall not be entitled to compensation or to damages of any kind.

15.3. Temporary interruptions of service and occasional route changes by public transport companies do not entitle the customer to a reduction of the invoiced amount or to refunds. In the event of service disruptions of more than 30 days, the campaign duration shall either be extended free of charge by the respective number of lost days or the invoiced amount shall be reduced accordingly.

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15.4. In the event that an advertising panel cannot be used at all or only with restrictions, after the advertising material has been posted, due to natural causes, malicious acts by third parties, etc., the customer shall still be liable for billposting costs and charges, without compensation or entitlements to claims for damages.

16. General contractor agencies (GC)

The following additional stipulations apply:

16.1. The GC provides a surety for the billposting 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.

16.2. In the offers, contracts, and accounts it submits to the principal, the GC shall apply APG|SGA's billposting rates and charges (item 6) without surcharges.

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

16.4. Non-fulfillment by the GC of the obligations stated in items 16.2 and 16.3 shall result in the total loss of the GC's agency commission. APG|SGA reserves the right to claim further damages.

16.5. APG|SGA is entitled to contact the principal directly, without advising the GC.

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.

The following additional provisions shall apply to F4 format bookings for political posters. Applicable law, concession owner or leaseholder terms and the directives of the responsible authorities will take precedence.

17.1. Political posters are posters that advertise for a political group, a party, a task force or committee, a working group/individual seeking election or seeking to solicit votes at the federal, cantonal, or communal levels. Political posters clearly identify or allude to a party, candidate, or list running for election (election advertising item 17.2) or refer to a specific motion or referendum or similar issue (initiative advertising item 17.3).

So-called image advertising (for groups, parties, or concerns) does not fall within the category of political billposting. The additional provisions under item 17 do not apply.

17.2. Format F4 election advertising comprises campaigns with a billposting duration of 14 days. The customer may book one or two campaigns, which shall begin two or four weeks before the election date.

Leading up to an election date the campaigns shall be prioritized where possible versus commercial posters, provided a minimum order period of 8 weeks before the election date (APG|SGA confirmation date) is observed.

APG|SGA treats all candidates/parties/lists equally in the context of federal, cantonal or communal elections. For this purpose, APG|SGA reserves the right to reduce exposures without prior notice to the customer and without compensation.

17.3. Due to the non-plannable nature of the parameters involved (with respect to dates and advertising intensity) in initiative advertising with the F4 format, APG|SGA shall incur no obligation pursuant to item 17.2. APG|SGA does, however, accept the obligation to apply objective criteria to all billposting orders, regardless of the content of the posters (subject to item 13). In all cases, rulings of the responsible authorities shall apply.

17.4. Political posters shall state the originating party or organization to the extent required by law. APG|SGA always requires the disclosure of the 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 finalization and execution of the contract and within the scope of the customer relationship, subject to the exceptions stated in items 18.2 and 18.3.

18.2. APG|SGA will submit the information 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 the advertising media outside the scope of billposting to the extent that any commercial use is precluded. Neither the customer nor the originator is entitled to compensation for such action.

18.4. If desired, APG|SGA will apprise the customer of new offers or adjustments to products or services, etc., by e-mail. The customer can subscribe to or unsubscribe from this service on APG|SGA's website.

19. Warranty

APG|SGA shall render the contractually agreed services with due diligence using contemporary and suitable resources under consideration of the instructions issued by the customer. Apart from those mentioned herein, no further warranty entitlements shall exist.

20. Liability

APG|SGA's liability is limited to the sum that corresponds to the agreed billposting price (under long-term contracts for one year) and shall not exceed CHF 20,000. This does not apply to APG|SGA's liability for unlawful intent or gross negligence.

21. Correspondence/archiving

21.1. Messages communicated by the contractual parties via e-mail, fax, or the online platform (PosterDirect) shall be deemed business correspondence.

21.2. 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.

21.3. 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.

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

21.5. The online platform (PosterDirect) does not execute any document management functions. The customer shall be responsible for archiving copies of transmitted messages as well as artwork originals of his visuals.

22. Final provisions

22.1. APG|SGA reserves the right to change these GTC at any time.

22.2. All legal relations between the customer and APG|SGA shall be governed by Swiss law.

22.3. Unless inconsistent with mandatory legal provisions, the exclusive legal venue for all types of proceedings and debt collection, the latter only for customers domiciled outside Switzerland (Art. 50 para. 2 SchKG), shall be the domicile of the APG|SGA branch office that signed the contract pursuant to item 3.

22.4. However, APG|SGA is entitled to institute proceedings against the customer before the competent court at the domicile of the customer or before any other competent court.