

These General Terms and Conditions (GTC) govern the legal relationship between the customer and APG|SGA AG. 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.

Any supplementary and/or deviating terms can be found in the appendix to the GTC.

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 item 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

The GTC govern:

2.1 Contracts with a term of up to 12 months. The billposting period is usually limited to weeks, months or one season.

2.2 Long-term contracts with a term of at least 12 months.

2.3 Scope of contract:

The contract between the customer and APG|SGA covers the rental of advertising space and, in specific cases, the printing of posters or the placement of poster printing orders.

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

3. Conclusion of contract

3.1 Principle

- Short-term contracts in accordance with item 2.1 are concluded when APG|SGA provides the customer with written confirmation of the order.

- Long-term contracts in accordance with item 2.2 are concluded when undersigned by both parties.

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 in accordance with the sales documentation and the current price list. Amendments may be made until the contract is concluded pursuant to item 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 binding applicable exchange rate and the effective foreign-currency amount payable by the customer shall be determined by APG|SGA on the date of invoicing.

4.3 The following fees and charges are owed in addition to the sales price: customs duties, costs incurred due to late or incorrect 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 additions or snipes, additional visual changes, special billposting work and the like, all plus VAT.

4.4 The sales price for long-term contracts includes: 3 changes of visual per year, or for tarpaulins, one visual change per year. APG|SGA reserves the right to make other contractual arrangements.

4.5 For long-term contracts, 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 billposting period at the latest four months before the expiration of the contract. If the customer does not cancel the contract, they 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 posting 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 item 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, without discount.

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 a customer with a long-term contract as per item 2.2 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. Billposting 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 items 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 billposting 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 billposting is entitled, in cases of doubt, to submit material to the relevant authorities for appraisal and approval and/or to refuse to place 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 posting of an advertisement medium 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 posting for legal reasons.

7.3 The billposting price and charges remain owed in full as set forth in the contract. The customer shall bear the cost of alterations to or of overposting the

advertising media and shall be liable to APG|SGA for further damages, if any.

8. Period of billposting

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

8.2 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 2.2. The full billposting costs remain due for the entire period of billposting.

8.4 If a calendar week is specified as the start of the campaign period, this is usually in accordance with the days shown on the sales documents. If a poster is hung later during this week, this does not constitute a delay on the part of APG|SGA AG.

9. Delivery of advertising media

9.1 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. As well as delivering the media in physical form, the customer must also provide APG|SGA with a PDF version.

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

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

10. Format/quality of advertising media

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

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

11.1 If APG|SGA cannot fulfil or cannot properly fulfil 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.

11.2 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 damages.

11.3 If, from the time of order confirmation until after the advertising material has been posted, 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 billposting 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.

12. Withdrawal from the contract

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

12.2 The following cost implications should be noted:- for short-term contracts in accordance with item 2.1, as a percentage of the invoice 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 2.2, as a percentage of the rental fee for one year:
 - up to 12 weeks before commencement of billposting: 50%
 - 11 to 5 weeks before commencement of billposting: 75%
 - 4 weeks or fewer before commencement of billposting: 100%.

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

13. Inspection/maintenance of advertising media

13.1 APG|SGA shall maintain posters and tarpaulins for the campaign duration and replace damaged posters with replacement posters, provided the customer has supplied these in sufficient quantity, except in cases where damage has been caused by force majeure or malicious acts by third parties.

13.2 Lost, stolen or damaged advertising materials must be replaced by the customer at its own expense.

14. Liability/warranty

14.1 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 (twenty-thousand Swiss francs).

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

14.3 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.

15. Legal succession/transfer of contract

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

15.2 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.

16. Consultant commission

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

17. General contractor agencies (GC)

The following additional stipulations apply:

17.1 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.

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

17.3 The GC is responsible to APG|SGA for compliance with these GTC. The GC

shall impose compliance on the principal, if necessary.

17.4 Non-fulfilment by the GC of the obligations stated in items 17.2 and 17.3 shall entitle APG|SGA to lodge a claim in respect of both direct and indirect damages and also to approach the principal for redress.

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

18. 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 item 18 do not apply. The following additional provisions shall apply to F4 format bookings for political posters. Applicable law, concession partner or landowner terms and the directives of the responsible authorities will take precedence.

18.1 Political advertising media are used to promote 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 municipal levels. Political advertising media must either clearly identify or allude to a party, candidate, or list running for election (election advertising) or refer to a specific motion or referendum or similar issue (initiative advertising).

18.2 With regard to election and referendum advertising in F4 format and the related right to give priority to political orders and their quotas, the contractual conditions stipulated by the municipalities apply.

18.3. 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.

19. Confidentiality/privacy

19.1 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 items 9.3, 19.2 and 19.3.

19.2 APG|SGA will 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.

19.3 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.

20. Correspondence/archiving

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

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

20.3 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.

20.4 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.

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

21. 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.

22. 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.