

// General Terms and Conditions

2007



EPAMEDIA

Public Space Advertising

//EPAMEDIA General Terms & Conditions

Updated: November 2006

1. General stipulations

The present „General terms and conditions“ are an integral part of all agreements closed between client and contractor, EURO-PÄISCHE PLAKAT- UND AUSSEN MEDIEN GMBH, hereinafter called EPAMEDIA. By placing the order, the clients automatically acknowledges the present „General terms and conditions“ and accepts to be bound by them.

2. Order confirmation

All orders must be made in writing. Orders will be accepted or rejected in writing only. Changes to existing orders must also be made in writing. EPAMEDIA reserves the right to reject orders without giving reasons.

3. Billboards & Poster Lights

3.1. Billboard categories

Billboards rated by Austrian Billboard Rating (PWÖ) are assigned, on the basis of their rating, to one of the following categories: Standard, Select, Top, Star, Star Plus and Superstar. A different rate applies for each category.

The order confirmation must specify the amount of posters booked in each category.

3.2. Liability and consequential damage

EPAMEDIA warrants that posters will be properly posted in a timely manner, according to the agreed upon posting calendar. Any claims for damages and notifications of defect may only be made during the contracted posting period. Force majeure events like natural disasters, extraordinary weather conditions such as sustained periods of storm, cold and rain, etc. relieve EPAMEDIA of all liability. Should one of the above mentioned events make it impossible or unreasonable to provide the contracted service, EPAMEDIA shall be released of its obligation to perform, whereas the obligation to pay shall remain unaffected. Claims for damages arising herefrom are excluded.

EPAMEDIA shall notify the client about such circumstances within a reasonable period of time. Claims for consequential damage are excluded, except in cases of damage resulting from willful or grossly negligent acts on the part of EPAMEDIA. This applies, in particular, to the production costs of posters.

EPAMEDIA does not assume liability for reaching a specific level of advertising effectiveness.

3.3. Posting period

EPAMEDIA does not warrant that objects displaying the advertisement agreed upon in the order will remain operational continuously throughout the agreed period or that the advertisements will continuously be visible. EPAMEDIA will not pay compensation for damaged advertisements or advertisements that have not been replaced in due time. Temporary limitations or disruptions of any kind and for whatever reason will not affect the advertising order and will not entitle the client to demand a partial refund of the remuneration paid for the advertising service, or any other form of compensation or indemnification.

3.4. Poster relocation

In order to make better use of display surfaces or in order to improve the quality of advertising sites, EPAMEDIA is entitled to change sites within predetermined categories Standard, Select, and Top and to display posters in substitute sites. Relocated posters will either remain in the same category or will be upgraded to a higher category. In categories Star, Star Plus, and Superstar, sites will be substituted in the event of specific problems such as disassembly or adaptation of the advertising site, short-term visibility restrictions, etc. only.

3.5. Spare posters

The client shall provide EPAMEDIA with as many posters as required for display, maintenance and relocation. EPAMEDIA assumes no responsibility for imperfect billposting resulting from an insufficient amount of posters.

3.6. Duration and posting period

EPAMEDIA does not warrant that the advertisements will be posted on a specific day. All billposting will be performed on dates specified in EPAMEDIA's posting calendar.

The posting calendar is compiled by EPAMEDIA annually for the next year and is an integral part of the General Terms and Conditions. These provisions shall apply provided that posters, including a minimum overrun of 15%, are delivered in a timely manner in accordance with agreed upon delivery times as per the posting calendar.

The current standard posting period is 2 weeks. Billposting companies warrant that all contracted posters will remain on display during the contracted posting period, which currently is 2 weeks, or longer. All posters will exclusively be posted by EPAMEDIA employees or subcontractors hired by EPAMEDIA.

3.7. Color changes

EPAMEDIA assumes no liability for color changes in posters resulting from the use of specific colors and printing techniques (e.g. digital printing) or resulting from weather conditions.

3.8. Government regulations

The client alone is responsible for poster design and content as well as compliance with government regulations. EPAMEDIA has the right to withdraw from a previously accepted order, provided that at the time of the order confirmation, EPAMEDIA was unaware of the posters' design and content and these turn out to be unethical or to violate government regulations. In such cases, the client shall nonetheless pay the billposting fee in full.

3.9. Confiscation of posters

In the event that posters are confiscated for whatever reasons, the client will be required to pay the full billposting fee. Any removal or covering fees associated with seized posters shall be borne by the client.



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3.10. Rejection by authorities

In case competent authorities or the owner of the object in question should, for whatever reason, object to posters being posted, remaining in place or if EPAMEDIA's right to use the object is terminated, all agreements concerning this matter will become null and void.

The client is not entitled to compensation. However, any pre-payments of the advertisement fee will be reimbursed, unless posters have been confiscated.

3.10. Rejection by Austrian Advertising Standards Authority

In case Austrian Advertising Standards Authority, for whatever reason, objects to advertising activities, EPAMEDIA reserves the right to cancel the posting (including the immediate stop of a posted campaign). In such a case EPAMEDIA can decline an order or resign an effective order.

3.11. Exclusion of competitors

There is no exclusion of competitors.

3.12. Poster delivery

All posters and spare posters (at least 15% of order volume) shall be delivered free of charge and customs paid to the EPAMEDIA shipping department as per the posting calendar. Large amounts shall be delivered on pallets. In the event that posters are delivered late, the entire posting period will be charged in full. In case of late delivery, it cannot be warranted that the order will be fulfilled in a timely and complete manner. In the event that advertisements are posted late a consequence of late delivery, the posting period will not be extended. Special posting charges resulting from late delivery shall be borne by the client.

3.13. Extraordinary costs

All costs for extraordinary services, e.g., packaging material, customs, shipping costs, affixing stripes, posting outside the usual posting cycle, return costs for unused posters, etc. shall be borne by the client.

3.14. Subletting of advertising areas

Contracted advertising areas may not be subcontracted or transferred to third parties.

3.15. Shared posters

A surcharge of up to 200% may apply to shared posters (posters advertising several brands or services offered by different companies).

3.16. Poster formats

In order to fulfill the assignment exactly as desired, graphical posting instructions are required for posters in 16 sheet format and up.

Poster formats that do not comply with dimensions as defined by Austrian standards or the specifications of the order shall be

subject to an additional fee for paper and glue. The following poster formats compliant with Austrian Ö-Norm standards 1001 are available:

1 sheet 59.5 x 84 cm
2 sheets 84 x 119 cm
4 sheets 168 x 119 cm
8 sheets 238 x 168 cm
16 sheets 238 x 336 cm
24 sheets 238 x 504 cm
32 sheets 238 x 672 cm
48 sheets 238 x 1,008 cm
72 sheets 238 x 1,512 cm
Special formats available upon request.

All posters are divided in grids of 2 or 4 sheets. Posters formats not complying with the 2 or 4 sheet grid are subject to additional charges for paper and posting.

3.17. Additional charge for special formats

Poster of 16 sheets and up, whose parts do not comply with the 2-sheet portrait format or 4-sheet landscape format and thus require special posting, are subject to an additional charge of 20%. As a general rule, posters ordered in portrait format but delivered in landscape format or vice versa cannot be posted due to allocation reasons. However, ordered posters will be invoiced according to the order.

3.18. Paper quality

The standard paper quality used for all posters is wood-free, machine glazed poster paper of a minimum weight of 100 g/m² and a maximum weight of 115 g/m². In case translucent poster paper is used, an additional charge for underlay paper and adhesives applies.

3.19. Unused posters

Unless agreed otherwise in writing, unused posters will pass into the ownership of EPAMEDIA and can be disposed of as desired.

3.20. Assessment of advertising expenditures

EPAMEDIA is entitled to pass on information about the number of posters the client has had posted as well as the format and the contracted quality category as determined by PWÖ. This data will be used for the sole purpose of assessing advertising expenditures and will be processed by organizations specializing on advertising expenditure assessment for all classic media.

3.21. Data protection

The client acknowledges that EPAMEDIA stores all customer-specific data needed for business transactions between the client and EPAMEDIA, including title, company/name, address, industry, etc. Data will be stored in a client database and will also be used for mailing informational material as well as for accounting purposes. The client authorizes EPAMEDIA to send informational material in the future including via electronic means (e-mail, etc.)



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3.22. Rates

Rates in effect at the time of the fulfillment of the order apply. Rates are always subject to change. All rates are exclusive of VAT and advertising tax, payable in advance, net cash and without discount. Payments made to EPAMEDIA directly will be accepted only.

3.23. Terms of payment

EPAMEDIA reserves the right to request an advance payment amounting to 100% of the total order value, payable upon order placement. In case of delayed payment or deferred payment, default interests will be charged.

Should the client not comply with the terms of payment, EPAMEDIA may not fulfill the order or, as the case may be, remove or cover all advertisements without further notice, following the expiry of a 3-day grace period. Any services rendered are due and payable immediately. In the case of delayed payment, the client shall indemnify EPAMEDIA for any damages incurred from delayed payment, especially extra-judicial collection fees. In the event that bankruptcy or compensation proceedings against the client are opened or a petition for initiating bankruptcy proceedings due to a lack of assets is presented, EPAMEDIA is entitled to refrain from fulfilling the order or, as the case may be, immediately remove all advertisements or cover them with other advertisements. Any services rendered are due and payable immediately.

3.24. Cancellation policy

Orders may be cancelled without charge up to 4 calendar weeks prior to the first posting date as defined by the Austrian Billposting calendar only. Order cancellations after this deadline are subject to a cancellation fee of 10% of the gross order value excluding advertising tax. The cancellation fee will be credited to the client's account provided that an order of equal value is performed within 6 months under the same conditions. Cancellations shall be made in writing. Cancellations are deemed to be made in a timely manner depending on the day of receipt by EPAMEDIA. Cancellations may be made by mail, fax or e-mail.

3.25. Contract fees

Any statutory fees associated with the contract shall be borne by the client.

3.26. Permanent advertisements

Aluminum panels shall be delivered at least 14 days prior to the start of the contracting period. In the event that the material is delivered late, the entire posting period will be invoiced. In the event that advertisements are posted late as a consequence of late delivery, the posting period will not be extended. Permanent advertisements are accepted for a period of one year and up. The period of notice is three months.

All object-related maintenance costs (e.g. cleaning or replacement) and restoration in case of damage or theft, etc. will be borne by the client. Installation work (installation and removal) related to the objects in question shall be performed by EPAMEDIA

employees or agents only. The client shall be liable for damages resulting from installation work not performed by EPAMEDIA. After the conclusion of the contracting period, objects are to be restored to their original condition. All incurred costs will be at the client's expense.

4. City Lights

4.1. City Light parameters

Posters are in 4-sheet portrait format, one piece, 118.5 x 175 cm. The visible surface is 115 x 171 cm (portrait format). Posters must be delivered in one piece. City Lights are reserved for networks. Selection or reservation in billboard categories, as indicated under item 3.1, is not possible. The standard paper quality for City Light posters is coated offset paper, white, matte, wood-free, of a minimum weight of 120 g/m² and a maximum weight of 170 g/m². Vinyl sheets (large transparencies) may also be used if of the size indicated above.

Posters must be delivered flat or rolled - but under no circumstances folded - 14 days before the first posting date. The posting period is one week. The posting period always starts on a Thursday.

4.2. City Lights cancellation policy

Orders may be cancelled without charge up to 4 calendar weeks prior to the first posting date as defined by the Austrian Billposting Calendar only.

Order cancellations after this deadline are subject to a cancellation fee of 40% of the gross order value excluding advertising tax.

5. Mall Signage

5.1. Receipt of advertisements and quality

The client is responsible for providing all advertising material in a timely manner. All advertising material must be flawless. All advertising material must be delivered at least 7 days before the first broadcasting date. EPAMEDIA shall inform the client about footage showing apparent damages or footage which is deemed to be unsuitable even without further examination.

In the event that advertising material is not delivered, delivered late or the advertising material is incomplete or unsuitable, EPAMEDIA is relieved of its obligation to broadcast the advertisements. In those cases, the client shall nevertheless pay the agreed price, minus benefits gained by EPAMEDIA as a result of not broadcasting the advertisement. In the event that, within the agreed time period, the advertising material needs to be improved before being broadcast, can only be broadcast partially, or can be broadcast in its entirety during certain periods only, EPAMEDIA will broadcast the advertising material during the remaining period of time.

EPAMEDIA may edit advertising material as deemed appropriate for broadcasting purposes and the Mall Signage sequence as well as its overall program.

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5.2. Mall Signage cancellation policy

Orders may be cancelled without charge up to 4 calendar weeks prior to the broadcasting date only. Order cancellations after this deadline are subject to a cancellation fee of 20% of the gross order value excluding advertising tax. Production costs incurred before cancellation shall be paid in full.

5.3. Copyright and right to use a work

All copyrights for the advertising concept developed on behalf of the client as well as any actual or possible implementation are reserved by EPAMEDIA only. Use of these concepts by the client or by third parties commissioned by the client is subject to written approval by EPAMEDIA. This written approval must also specify the fee to be paid by the client.

5.4. Advertising content

The client alone is responsible for the content and legal compliance of advertising materials. The client shall indemnify and hold EPAMEDIA harmless with respect thereto. The client confirms having obtained all necessary copyright permissions as well as ancillary rights for producing and broadcasting before delivering the advertising material to EPAMEDIA.

EPAMEDIA is under no obligation to verify the legal compliance of advertising material. However, EPAMEDIA reserves the right to check provided advertising material for usability and admissibility. The clients' advertising material may have no political content or violate statutory or government regulations. Should EPAMEDIA have reservations about the content of the advertisements or the provided advertising material, EPAMEDIA may refuse to broadcast such material.

The client is aware of the fact that it is not permitted to display advertising for or involving competitors of the company in whose space the Mall Signage is operated.

5.5. Broadcasting period, broadcasting slots

The client's advertisements will be aired on Mall Signage as specified in the order confirmation. Unless specific broadcasting slots have been specified in the order confirmation, EPAMEDIA is responsible for determining broadcasting slots. Even in the case of agreed transmission slots, EPAMEDIA is entitled to reschedule these e.g. for reasons of the topicality of certain broadcasts.

Clients may not claim a specific broadcasting priority for their advertisement with respect to other advertisements.

5.6. Warranty

On principle, EPAMEDIA warrants that all orders will be performed in accordance with the contract. EPAMEDIA assumes no liability for the failure of specific screens in the Mall Signage network. No claims may be made by the client in connection with such failure. Should the entire Mall Signage system fail, clients may claim substitute broadcasts only.

In the event that a faulty broadcast significantly reduces the broadcasting value, the client may claim a substitute broadcast.

This does not entitle the client to rescind the contract and/or to claim a price reduction, unless a substitute broadcast would not meet its purpose for reasons of relevance and/or topicality.

All notifications of defects regarding EPAMEDIA's products and services must be directed at EPAMEDIA within 7 workdays. After this date, EPAMEDIA shall not be required to accept any claims.

6. Special advertising formats, Bigboards

The present Terms and Conditions apply correspondingly to all EPAMEDIA products.

7. Exclusion of competitors

There is no exclusion of competitors.

8. Place of performance

The place of performance and legal venue for all obligations by both parties shall be the locality of EPAMEDIA's registered office.



