

GENERAL TERMS AND CONDITIONS (GTC)

1 General

These GTC shall apply to billboard advertising contracts between KULTURFORMAT GmbH („KULTURFORMAT“) and business enterprises („Principal“). They do not apply to consumers.

2 Advertising media

Subject of these GTC are the following advertising media: Miniposters („MP“), advertising columns (Litfass- and Kultursäulen – „LF“), Kultur-City Light-Säulen Ring, Kultur-City Light-Wechsler Ring and Kultur-City Lights-1. Bezirk (jointly referred to as „Kultur-CL“), i.e. glazed and backlit advertising media equipped with a switching technology allowing multiple programming, railway platform billboards („BT“) and Telelights („TL“).

3 Offer and acceptance of contracts

Offers by KULTURFORMAT are non-binding. The acceptance of an offer by KULTURFORMAT and any change to contracts requires the written form (E-Mail). KULTURFORMAT reserves the right to reject contracts without stating reasons. The passing on of booked advertising spaces is not permitted.

4 Paper quality, colors and delivery

The Principal shall deliver the posters and the spare posters set out in % of the order volume as follows in the following paper quality, always in non-reflective colors, free house 14 days before the start of the posting as follows:

MP:

100-115g/m², wood-free, one-sided, glazed, no blueback; folded; 25% spare posters

Delivery address:

Franzosengraben 5, 1030 Vienna

LF and BT:

100-115g/m², wood-free, one-sided, glazed; in one sheet, unfolded, flat on pallet; 20% spare posters

Delivery address:

Litfassstrasse 6, 1030 Vienna

Kultur-CL and TL:

Coated offset paper, white, matte, wood-free, translucent, in one sheet with a grammage of at least 130g/m² up to max 150g/m², unfolded, flat on pallet, 15% spare posters.

Delivery address:

Litfassstrasse 6, 1030 Vienna

Ownership of the posters and the spare posters shall pass to KULTURFORMAT upon delivery.

5 Posting

The posting of the posters shall be effected exclusively by the staff of KULTURFORMAT or its agents in the course of normal posting rhythms, within two or three days.

Minor postponements are possible for technical reasons (start of posting on a Sunday or public holiday, weather, high wind). Simultaneous posting on one certain date is not possible. In case of excessive wind, cold or rain periods as well as natural disasters and extraordinary weather conditions, KULTURFORMAT is released from its performance obligations, while maintaining entitlement to remuneration. KULTURFORMAT shall notify the Principal of any such circumstances within a reasonable period. No liability is assumed for changes of posters in color due to certain printing inks or due to weather effects. Advertisements for competitors of the Principal is possible without limitation.

6 Term

The agreed term shall refer to the term for which KULTURFORMAT agrees to the posting upon delivery under Clause 4.

In case of delayed delivery of the posters by the Principal (see Clause 4), the timely and complete fulfillment of the contract cannot be guaranteed, and the full term will be charged; the term will not be extended in such case.

7 Warranty and exclusion of liability

Any claims for indemnification and any notices of defect may only be brought during the period of the posting. KULTURFORMAT does not warrant that the objects furnished with the announcements according to contract are continuously in operation and continuously visible for the agreed term. KULTURFORMAT will not replace or pay compensation for any damaged announcements or announcements not replaced in time. Limitations or disruptions of a temporary nature, of any kind or any reason whatsoever shall have no effect on the order and do not entitle the Principal to request reimbursement of fees or other compensation. Liability for non-execution, interruption, premature termination, delay, defective execution or other disruption of the advertising placement for reasons for which KULTURFORMAT is not responsible or which are beyond the control of KULTURFORMAT, in particular due to force majeure (e.g. riots, government interventions or restrictions, construction and demolition measures carried out or abandoned by public institutions, power failures, EDP failures, strike, operational disruptions, weather conditions, damages or other impairments of the advertising spaces by third parties) is excluded.

Any reimbursement for consequential damages, with the exception of intention or gross negligence by KULTURFORMAT, is excluded. This shall particularly apply to production costs for posters. Any liability for advertising

effectiveness is excluded. Claims to damages for postponements of postings or omission of posting for the reasons set out in Clause 5 are excluded.

8 Responsibility for advertising contents, full indemnification

The responsibility for the form and permissibility of the advertising contents of the posters shall be borne by the Principal alone. The Principal shall indemnify and hold harmless KULTURFORMAT against any and all third party claims, in particular against claims for defamation, libel, damage of credit, and violations of the Mediengesetz (Austrian Media Act), Urheberrechtsgesetz (Austrian Copyright Act), data protection regulation, intellectual property and privacy rights, and the Gesetz gegen den unlauteren Wettbewerb (Austrian Act against Unfair Competition).

9 Cancellation by KULTURFORMAT

In the following cases, KULTURFORMAT may cancel in full or in part any contract already accepted:

a) If the form and contents of the posters were unknown to KULTURFORMAT and they turn out to be unlawful; or

b) if KULTURFORMAT has submitted the poster to the Werberat (Austrian Advertising Council) and the Werberat objects to the posting within 48 hours following submission, or makes an informal recommendation to not post the poster; or

c) in case of elections (municipal, state, or parliamentary elections, etc.), or in case of referendums or the like, as far as required for election advertising;

d) in case of the failure to observe the terms of payment after granting a grace period of 3 days, whereby in such a case KULTURFORMAT is entitled to remove or cover posters without further reminder;

e) if, due to cooperation with partner companies or public bodies (authorities), the advertising material is not approved by them.

In case of a justified cancellation by KULTURFORMAT under a) or b), the Principal is entitled to cancel the contract in accordance with Clause 12 and subject to the legal consequences thereunder up to four calendar weeks before the start of posting. After this point in time, the Principal shall pay the entire fee. The possibility to deliver substitute posters in accordance with the dates in the posting calendar or the agreed delivery dates shall remain unaffected. In this case, the Principal shall pay the entire fee.

In case of a justified cancellation by KULTURFORMAT under c), KULTURFORMAT shall have

to claim to payment; this shall not result in any claims to damages for the Principal.

In case of a justified cancellation by KULTURFORMAT under d), the Principal shall remain obligated to pay the entire fee under Clause 12.

10 Additional fees and reimbursement of costs

The Principal shall pay the following additional fees and reimburse the following costs:

- Fees for special services, e.g. packaging, customs, folding costs, shipping costs, affixing tapes, posting outside of regular posting circuit, agreed return shipment of unused posters.
- If the Principal has supplied translucent paper: costs for underlay paper and additional affixing costs.
- In case of collective posters advertising several products and trademarks or services of several companies: a surcharge of up to 200% may be applied.
- In case of official seizure of posters: costs for removal or covering.
- Stamp duties (if applicable).

11 Rates and terms of payment

The rates applicable at the time of the execution of the order according to the current price list shall be decisive for the calculation of the fee. Rates are subject to change. All prices are exclusive of VAT and any additional charges and levies according to item 10, payable promptly, net cash without discount. Only payments made directly to KULTURFORMAT will be accepted. KULTURFORMAT reserves the right to demand a 100% advance payment of the total order value for first-time orders from new customers, due upon placement of the order.

12 Payment default

In case of payment default or deferral, default interest of 9.2 percentage points over the base rate (Sec 456 Unternehmensgesetzbuch, Austrian Commercial Code) shall apply. In addition to statutory interest, KULTURFORMAT may also demand compensation for other damages it incurred for which the Principal is at fault, in particular necessary costs for appropriate out-of-court collection measures, as far as these are in relation to the demanded amount (Sec 1333 para 2 ABGB, Austrian Civil Code).

13 Cancellation policy

The Principal may cancel orders in whole or in part in writing (e-mail). The cancellation fee shall be the following percentage of the gross contract amount net of advertising tax for the part of the order in question, whereby receipt by KULTURFORMAT shall be relevant for the calculation of deadlines:

MP, LF, BT, Kultur-CL and TL: up to 10 weeks before the start of the term 0%; thereafter up to eight weeks 10%, up to five weeks 30%, from the first day of the fourth week before the start of the term 100%. The cancellation fee for order cancellations before the fourth week before the start date will be credited if the order is carried out, subject to availability, to the same extent on the identical medium within three months (but in the same calendar year in which the relevant order was first placed). Cancellation fees for order cancellations from the fourth week before the start date will not be credited. Cancellation must be made in writing (post or e-mail).

If the order is booked within four weeks before the start date, a cancellation free of charge is possible within 48 hours after booking. Cancellation after this deadline will result in a cancellation fee of 100%. Production costs already incurred shall be paid in full in all cases. Abandonment or transfer of the client's business does not lead to an early termination of the contract with KULTURFORMAT and has no influence on the client's obligation to pay. If an order includes services of third parties, their cancellation conditions apply to these services in the relationship between KULTURFORMAT and the client.

14 Use of image and data material

KULTURFORMAT creates photos and films of its advertising media for the purpose of market communication and advertising, in particular within the framework of newsletters, social media channels and press releases of KULTURFORMAT. The Customer agrees that in this context the advertised subjects as well as all data material made available (e.g. subjects or spots) may be used for these purposes and assures that such use does not infringe upon the rights of third parties, for which point 8 shall apply mutatis mutandis.

Special features of DM:

KULTURFORMAT shall keep the Customer's advertising material in safe custody for at least one year after termination of the contract, unless the law provides for a longer retention period. If the customer has not requested a return in written form by this time, KULTURFORMAT is entitled to destroy or delete the material.

15 Intellectual property rights of KULTURFORMAT

All rights to content produced by KULTURFORMAT and concepts created are the property of KULTURFORMAT, unless the customer has been granted rights to them expressly and in

writing. Any use of such content and concepts, in particular for promotional appearances in another medium, requires the written consent of KULTURFORMAT.

16 Prohibition of posting billboards

The Principal agrees to have posters affixed exclusively on the advertising spaces of KULTURFORMAT as stipulated by contract and to refrain from any posting outside of the officially and contractually approved advertising spaces. For any and each individual violation against this provision, the Principal agrees to pay a contractual penalty, irrespective of damage or fault, of EUR 100.00. The supplier is further entitled to claim any damage going beyond the penalty.

17 Third-party advertising

As far as KULTURFORMAT acquires advertising media of third-party companies, the terms of contract under which KULTURFORMAT makes such acquisitions from such third-party companies shall apply against the Principal, as far as they deviate from the present GTC. KULTURFORMAT will separately point out any such deviating terms in its offer.

18 Data Protection - Survey of Advertising Expenditures

KULTURFORMAT is entitled to inform relevant institutes dealing with the survey of advertising expenditure in all classical media of the number of posters displayed for the customer, including the format and the booked gross contacts for the exclusive purpose of the survey of advertising expenditure. The customer acknowledges that in connection with the business relationship between the customer and KULTURFORMAT customer-specific data, such as title, company/name, address, branch, etc., will be stored for the purpose of a customer record and sending of information material and for accounting purposes.

The transmission of the specified data shall only take place within the framework of payment transactions. Any other form of transmission requires the separate consent of the client. The client's personal data shall only be used and passed on to the extent permitted by law. The client consents to the future sending of information material also by electronic means (e-mail, etc.).

19 Place of performance

Place of performance and jurisdiction for all obligations of both parties shall be Vienna.

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