

General Terms & Conditions (T&C)

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 (Litfasssäulen – „LF“), Kultur-City Light-Säulen Ring, Kultur-City Light-Wechsler Ring and Kultur-City Lights-1. Bezirk (jointly referred to as „Kultur-CL“), 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

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 Wien

Kultur-CL und TL:

150g/m², white, matte, wood-free, translucent, in one sheet, 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 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 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 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

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 Principal to request reimbursement of fees or other compensation.

Any reimbursement for consequential damages, with the exception of intentional or grossly negligent mistake 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 Principal alone. 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) 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.

In case of a justified cancellation by KULTURFORMAT under a) or b), 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, 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, 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 Principal.

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

10 Additional fees and reimbursement of costs

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 Principal has supplied translucent paper: costs for underlay paper and additional affixing costs.
- In case of posters advertising several products and trademarks or services of several companies: a surcharge of up to 200%.
- In case of official seizure of posters: costs for removal or covering.
- Stamp duties (if applicable).

11 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 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).

12 Cancellation policy

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: up to four weeks before the beginning of the term 0%; subsequently up to three weeks before, 20%; up to two weeks before, 40%; and up to one week before the beginning of the term, 100%. LF, BT, Kultur-CL and TL: up to 10 weeks before the beginning of the term, 0%; subsequently, up to eight weeks before, 10%; up to five weeks before, 20%; up to three weeks before, 40%; and up to two weeks before beginning of the term, 100%. If the order is booked within four weeks before the beginning of the term, cancellation free of charge is further possible within 48 hours of the placing of the order.

Production costs already incurred shall be paid in full in each case. The cancellation fee will be credited if the order is carried out in the same extent under the agreed terms in the same media within four months (but in the calendar year of the respective first placement of the order), subject to availability.

13 Use of image and data material

For the purpose of market communications, KULTURFORMAT makes photos and movies of its advertising media. Principal agrees in this context that the affixed subject as well as all data material made available (e.g. subjects or advertising spots) may be used for such purposes.

14 Intellectual property rights of KULTURFORMAT

The use of an advertising concept developed by KULTURFORMAT for the advertising presence in another media requires the written consent of KULTURFORMAT.

15 Prohibition of posting billboards

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, 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.

16 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 Principal, as far as they deviate from the present GTC. KULTURFORMAT will separately point out any such deviating terms in its offer.

17 Place of performance

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

Status: December 2018