

General Terms and Conditions

GENERAL

1. The „General Terms and Conditions“ are an integral component of every agreement between client and GEWISTA. The client's placement of an order constitutes his acknowledgement and acceptance of the „General Terms and Conditions“.

ORDER CONFIRMATION

2. Only written orders are accepted. Acceptance or rejection will be communicated in writing. Changes to orders must also be submitted in writing. GEWISTA reserves the right to decline orders without stating reasons.

POSTER CLASSIFICATION CATEGORIES

3. The billboards categorized according to PWÖ (Plakatwertung Österreich, an organization that evaluates Austrian billboards) are divided into the following categories based on their performance values: Standard, Select, Top, Star, Star plus, and Superstar. Each category has its own rate. The order confirmation has to include the poster quantity of each individual quality category ordered.

LIABILITY AND CONSEQUENTIAL DAMAGE

4. GEWISTA guarantees the proper execution of the order in accordance with the posting calendar. Compensation claims and possible defect notices can only be asserted during the course of the posting process. GEWISTA is not liable for damages caused by force majeure (natural disasters, extraordinary weather such as heavy winds, cold and rainy periods, etc.) if the circumstances mentioned above make performance impossible or unreasonable, GEWISTA shall be free from any contractual obligations under retention of recompense demands. The client cannot derive any claim for damages from these circumstances. GEWISTA shall notify the client of such circumstances within a reasonable time period. Assertion of consequential damages is excluded unless damages were caused through intent or gross negligence on the part of GEWISTA. This applies in particular to the production costs of posters. Liability for a specific advertising result is excluded.

DURATION

5. GEWISTA does not guarantee the continuous operation of objects to which posters have been affixed as per client order or that announcements and advertisements will be continuously visible during the agreed duration. GEWISTA does not provide compensation for announcements or ads that are damaged or not replaced on time. Temporary restrictions or limitations, regardless of type and reason, do not affect the announcement contract and do not entitle the client to demand reimbursement of all or partial announcement fees or costs or to demand other compensation or indemnification.

POSTER RELOCATION

6. GEWISTA is entitled to change poster locations within the Standard, Select, and, Top categories to optimize display areas or location quality. Posters must be relocated within the same or a higher valued category. Relocations within the Star, Star plus, and Superstar categories is permissible only if actual problems such as removal or restructuring of the advertising display area, short-term limitations of visibility, etc. exist.

REPLACEMENT POSTERS

7. The client shall provide GEWISTA with the posters required for posting, maintenance and realisation. GEWISTA shall not be liable for incomplete or insufficient posting due to a lack of posters.

DURATION OF TERM AND DISPLAY

8. A guarantee that posters will be posted on specific days cannot be given. Every posting order is carried out on the date specified in the current posting calendar issued by GEWISTA. This schedule can be adhered to only if posters together with a 15% surplus are delivered on time in accordance with the agreed delivery schedules of the poster calendar. GEWISTA guarantees that each booked poster will remain on display for at least the agreed duration. Advertisements will be posted exclusively by GEWISTA employees or GEWISTA subcontractors.

COLOUR CHANGES

9. GEWISTA shall not be liable for any changes to poster colours due to the use of certain printing inks or weather factors.

REGULATIONS IMPOSED BY AUTHORITIES

10. Responsibility for ensuring compliance with the rules and regulations concerning poster form and content issued by the respective authorities lies exclusively with the client. GEWISTA is entitled to withdraw from an already accepted order if the form and content of the poster was unknown to GEWISTA at the time of acceptance and if either one violates moral or ethical codes, official rules and regulations, laws, etc., or if GEWISTA has submitted the poster to the Advertising Council and receives an objection by the Advertising Council within 48 hours or the informal recommendation not to post the poster. In the event GEWISTA withdraws from the order, the client is entitled to cancel the order no later than four weeks before the official posting is to commence in accordance with item 27 and the statutory consequences listed there; after this period, the client is obligated to pay the full posting fee. The option of providing a replacement poster in accordance with the schedules of the poster calendar as outlined by item 14 remains unaffected.

POSTER CONFISCATION

11. If posters are confiscated for whatever reason, the client is still obligated to pay the full posting fee and any charges for removing or covering up confiscated posters.

REJECTION BY THE AUTHORITIES

12. If the posting or permission to display, or continue to display, the advertisements is refused or withdrawn, for whatever reason, by the authorities responsible or by the owner of the advertising installation or if GEWISTA's right to utilise the advertising installation ceases, all agreements relating thereto will cease to apply. The client has no entitlement whatsoever to compensation; however, any prepayments of the announcement fee will be reimbursed unless posters are confiscated.

COMPETITION EXCLUSION

13. Competition exclusion cannot be guaranteed.

POSTER DELIVERY

14. The agreed number of posters and replacement posters (15% of the order volume) shall be delivered in accordance with the posting calendar to the logistics department of GEWISTA free house, customs paid, stored flat and with larger quantities delivered on pallets. The full posting term will be charged for late deliveries. Timely and complete order fulfillment cannot be guaranteed in this case. Any subsequent delayed posting shall not result in a term extension.

ELECTIONS AND OPINION POLLS

15. In the event of local elections (city, county, etc.), public opinion polls or similar events, GEWISTA reserves the right to reduce or cancel orders as far as is absolutely necessary; the client cannot derive any compensation rights from such an event.

EXTRAORDINARY COSTS

16. Costs for special services, e.g., packaging materials, customs, shipping costs, strip adhesion, posting outside of normal posting route, return of unused posters, etc. are the responsibility of the client.

SUBCONTRACTING OF DISPLAY AREAS

17. Booked display areas may not be subcontracted or transferred to third parties.

COMPOSITE POSTERS

18. Composite posters (posters advertising for more than one product, brand, or service) may incur an additional fee of up to 200%.

POSTER FORMATS

19. An exact application/installation layout diagram is requested for posters with a sheet format of 16/1 or larger. An additional fee for paper and adhesive will be charged if poster formats do not comply with the dimensions of Austrian standards or with order specifications. Poster formats as specified by the Austrian Standard A 1001: 1/1 sheet 84 x 59,5 cm, 2/1 sheet 119 x 84 cm, 4/1 sheet 168 x 119 cm, 8/1 sheet 238 x 168 cm, 16/1 sheet 238 x 336 cm, 24/1 sheet 238 x 504 cm, 48/1 sheet 238 x 1,008 cm special formats by agreement.

SURCHARGES FOR SPECIAL FORMATS

20. A surcharge of 20% will apply for posters in the 8/1 sheet format with individual parts smaller than 2/1 sheets or requiring special adhesives. Posters ordered in portrait format but delivered as landscape posters or vice versa usually cannot be posted. However, the ordered posters will be invoiced according to the order.

PAPER QUALITY

21. All poster orders are based on the standard paper quality of wood-free, one-sided smooth poster paper weight of at least 100 and not more than 115 g/m². An additional fee for waterproof paper and adhesives will apply to translucent paper types.

UNUSED POSTERS

22. Unused posters become the property of GEWISTA unless explicitly agreed otherwise in writing.

ADVERTISING EXPENDITURE SURVEYS

23. GEWISTA is authorized to inform relevant institutes dealing with advertising expenditure surveys covering all traditional media about the quantity and classification as per PWÖ of posters posted for a client for the purpose of surveying advertising expenditures.

DATA PROTECTION

24. Client information such as title, name, address, etc., collected during the business relationship between client and GEWISTA, are stored for the purpose of establishing customer documentation, sending informational material, and for accounting purposes. The specified data is only transmitted within the scope of payment transactions. Any other data transmission has to be specifically authorized by the client. Personal client information is only utilized and disseminated as permitted by law.

RATES

25. Calculations and invoices are based on the rates applicable at the time an order is executed. Rates are subject to change. Rates and fees do not include sales tax (VAT) or advertising taxes and are payable net cash in advance with no discounts. Only payments made directly to GEWISTA will be acknowledged.

PAYMENT TERMS

26. GEWISTA reserves the right to demand a 100% prepayment of the total order value, due when the order is placed, from new customers placing their first order. Banking interest rates will apply to delayed or deferred payments or payment in arrears. Noncompliance with the payment terms entitles GEWISTA to discontinue the order execution or to remove or cover posters immediately after expiry of a 3 day grace period without issuing any additional reminders, whereby the fee for any services already rendered will be due immediately. In the event of non-payment or payment delay, the client shall be obligated to pay GEWISTA compensation for any incurred damages, in particular for costs incurred due to out-of-court collections. If the client has filed for bankruptcy or bankruptcy or settlement proceedings are initiated or if a bankruptcy or settlement plea has been denied due to insufficient assets, GEWISTA shall be entitled to discontinue the order execution or to remove or cover posters immediately, whereby the fee for any services already rendered will be due immediately.

BILLBOARD CANCELLATION TERMS

27. Orders cancelled up to 10 weeks before posting starts as defined by the Austrian poster calendar will not incur any fees. Weekly periods are calculated on a daily basis, i.e. if posting starts on a Friday then the option to cancel without incurring fees terminates at 24:00 hours on Thursday. The following cancellation fees apply: 10% for cancellations between week 10 and week 8 prior to the start of posting; 20% for cancellations between week 7 and week 5 prior to the start of posting; 40% for cancellations between week 4 and week 3 prior to the start of posting; 100% for cancellations up to 14 days prior to the start of posting. The cancellation fee percentages are of the gross order value excluding advertising tax. The same rules apply to partial cancellations. This cancellation fee is credited if the order - same terms and same scope - is placed again and executed within 4 months during the same calendar year. Cancellations must be made in writing. The date of receipt by GEWISTA is decisive for compliance with the deadline. Cancellations can be communicated via post, fax or email. Orders placed up to 4 weeks prior to the start of posting can be cancelled free of charge within 48 hours. Once this period has expired a cancellation fee of 40% will apply to cancellations submitted up to 14 days prior to the start of posting, after which a cancellation fee of 100% will apply. Any production costs incurred up to the date of cancellation are payable in full in any case.

CANCELLATION TERMS FOR CITY LIGHTS AND ROLLING BOARDS

28. The same conditions as described under item 27 apply with the exception that the start of posting is not defined as per posting calendar but rather as per the start date defined in the order confirmation.

CONTRACT FEES

29. Any contract fees prescribed by law are the responsibility of the client.

PLACE OF FULFILLMENT

30. The primary business location of GEWISTA is the place of fulfillment and legal venue for disputes settled in court concerning all obligations by both parties.

CITY LIGHT SPECIFICATIONS

31. The placard size is 118,5 x 175 cm (in one piece, portrait format). Unrestricted visibility is 115 x 171 cm (portrait format); Placards must be delivered flat on pallet (not folded) as a single delivery. The standard paper quality for City Light placards is coated offset paper, white, matte, wood-free, translucent with a grammage of at least 120 g/m² up to a maximum of 140 g/m². Film slides (large) can also be used if they correspond to the specified dimensions. Delivery 14 days prior to exposition. The exposition time is one week. Exposition periods always start on a Thursday. City Lights are booked within a network. It is not possible to select or book by billboard position categories indicated under item 3.

ROLLING BOARD SPECIFICATIONS

32. The Rolling Board (referred to as RLB) is a panned and backlit advertising medium equipped with an alternating function that allows for multiple occupancy. The following terms and conditions of GEWISTA apply to RLB with the following particular specifications.

33. Poster design and poster production: The subject must be in a 3,140 x 2,310 mm format. The fonts and main elements of the motif should be positioned within the unobstructed visible surface dimensions of 3,000 x 2,160 mm; this is because a motif in a 70 mm frame is partially covered by a passe-partout. Standard paper quality for an RLB poster is specified by GEWISTA as 170 to 200 g/m². The print materials (paper and ink) used must meet the applicable Austrian laws and standards.

34. 1-component printed posters should measure 3,170 x 2,340 mm and be delivered cut to size. 2-component printed posters should measure 2,340 x 1,605 mm and be delivered cut to size. When delivering posters on pallets, please make sure they are laid flat, front face down, with the posters per each half grouped together and aligned in the same direction and with the left-half group of posters on top of right-half group. Use cardboard to separate the right and left halves of

posters. Use wood panels to separate pallets. Delivery date: 13 days prior to start of posting. If this day is a public holiday then 14 days prior to start of posting.

35. RLBs are booked in networks. It is not possible to select or book by billboard position categories indicated under item 3.

36. The exposition time is one week. Exposition time starts on Tuesday, Wednesday or Thursday depending on the network.

SPECIFICATIONS FOR PERMANENT ADVERTISING AND TRANSPORT MEDIA

37. Only removable covering foils manufactured and certified by 3M are permitted as the carrier material for your advertising. The use of adhesive letters is not permitted. The use of day-glow and reflective paint is not permitted. Any similarity with official traffic signs and signals is prohibited.

38. Warranty: Notices of defects, particularly with regard to the loss of the advertisement, must be reported without delay in writing by the client. Any claims under warranty are excluded until receipt of written notification. Rights under warranty are also excluded insofar as they relate to a seasonal or temporary restriction of the advertising measure due to modifications or similar measures by third parties.

39. Maintenance costs (e.g. cleaning or renewal) and restoration in case of damage or theft, etc. of the objects are the responsibility of the client.

40. Installation (assembly and disassembly) on our objects are carried out by authorized GEWISTA representatives without exception. Damages caused by an advertising object that was not installed by GEWISTA are the responsibility of the client

41. Closure or modification of business: Business closure or transfer does not constitute an early cessation of contract and have no influence on the client's payment obligation.

42. Advertising objects are to be returned to their original condition after the order has expired. Any incurred costs are the responsibility of the client.

43. Specific transport route requests will be considered as far as possible with regard to advertising on public transport vehicles; however, the continuous use of vehicles on the requested routes cannot be guaranteed due to operator's technical and organisational reasons.

44. An outage rate of 10% applies to public transport advertising.

TRANSPORT MEDIA CANCELLATION DEADLINES

45. Please refer to item 28 of the General Terms and Conditions of GEWISTA Werbegesellschaft m.b.H

SPECIAL ADVERTISING FORMS

46. Special / supplementary business terms apply to the area of special advertising forms.

DATA PROTECTION

47. Advertising expenditure surveys: GEWISTA is authorized to inform relevant institutes dealing with advertising expenditure surveys covering all traditional media about the quantity and classification as per PWÖ of posters posted for a client for the purpose of surveying advertising expenditures. The client acknowledges that client information such as title, company/name, address, sector, etc., collected during the business relationship between client and GEWISTA, are stored for the purpose of establishing customer documentation, sending informational material, and for accounting purposes. The specified data is only transmitted within the scope of payment transactions. Any other data transmission must be specifically authorized by the client. Personal client information is only utilized and disseminated as permitted by law. The client approves the future receipt of informational material via electronic means (email, etc.). Utilisation of pictures and data: GEWISTA will create photos and films of your advertisement carriers for the purpose of market communication and advertising. The client acknowledges that posted motifs and any data material provided by the client (e.g. motifs or spots) may be used for this purpose.

The terms and conditions of GEWISTA Werbegesellschaft m.b.H. correspond analogously with the general terms and conditions published by the outdoor advertising committee of the advertising and market communication association (Berufsgruppenausschuss Außenwerbung des Fachverbandes Werbung und Marktkommunikation).

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