

General Business Conditions of INFOSCREEN Austria Gesellschaft für Stadtinformationsanlagen GmbH (INFOSCREEN)



INFOSCREEN

1. General

INFOSCREEN develops, operates and maintains city information systems in public transportation vehicles and in their vicinity. The customer is informed about the concept and implementation of the city information systems by INFOSCREEN.

Exclusively the following General Business Conditions shall govern any agreements for the placement/running of advertisements as well as the making available of advertising slots on city information systems. Any deviating conditions of the customer, which have not been expressly accepted by INFOSCREEN in writing, shall not be binding, even if they are referred to in the acceptance letter of the customer. The design and the layout of the city information system shall be determined exclusively by INFOSCREEN and may also be modified by INFOSCREEN at its sole discretion.

2. Prices, Payment Conditions, Invoicing

The prices stated in the order confirmation shall be determinative, value-added-tax and advertisement taxes applicable at the time of invoicing shall be added. The agreed remuneration shall be invoiced in full upon the beginning of the advertising campaign and shall be payable within the term set forth in the invoice; if no such term is stated, the invoice shall be due for payment within 8 days. Payment shall be considered made when credited to the account of INFOSCREEN.

In case of a delay in payment, INFOSCREEN – under reservation of all further rights – shall charge default interest at a rate of 8% p.a. above the applicable basic interest rate (“Basiszinssatz”). Deviating payment conditions require a separate agreement between the parties.

3. Receipt/Quality of Advertising Materials

Advertising material shall be made available by the customer in compliance with the requirements provided by INFOSCREEN (e.g. formats, content structure, mode of transmittal and other technical prerequisites etc.), which may be adapted by INFOSCREEN in particular due to technical developments.

The customer shall be responsible for the timely receipt of advertising material free of any defects. The advertisement materials must be received by INFOSCREEN in the agreed form at the latest 7 days before the first running of the advertisement. INFOSCREEN will endeavor to notify the customer as

soon as possible if it recognizes unsuitable or damaged templates. For the agreed term, the running of the advertisements for the customer are fixed. If advertising materials are not supplied or not supplied in a timely manner or as agreed, or if only unfit advertising material is available at the agreed time of submission, INFOSCREEN is released from its obligations. However, the customer shall remain obliged to pay the agreed remuneration. If the advertising slot reserved for the customer is given to another customer, INFOSCREEN shall offset the benefits achieved by the avoidance of its obligations vis à vis the customer. If the advertising campaign can still be carried out partially during the agreed term, INFOSCREEN will run the advertisement during the remaining term.

4. Cancellation

The customer shall have the right to cancel the agreement at any time before the advertising campaign begins to run. The determinative date for the cancellation shall be the receipt of the written cancellation declaration by INFOSCREEN. In case of any cancellation, INFOSCREEN shall have the right to invoice the customer for damages as follows: Cancellation up to 8 weeks before the beginning of the agreed advertising campaign: 5% of the agreed price for the advertising campaign, cancellation up to 4 weeks before the beginning of the agreed advertising campaign: 10% of the agreed price, cancellation up to 2 weeks before beginning of the agreed advertising campaign: 25% of the agreed price, cancellation up to 7 days before the beginning of the agreed advertising campaign: 50% of the agreed price, thereafter: 100% of the agreed price. If the advertising slot reserved for the customer is given to a different customer, INFOSCREEN will offset the benefits achieved thereby.

5. Copyright

Any advertising concept developed by INFOSCREEN upon request of the customer for an advertising campaign with INFOSCREEN as well as e.g. the computerized implementation of the advertising concept are protected by law, in particular by the Copyright Act. Against payment of remuneration, to be agreed in each case in writing, the customer shall have the right to use these works also for advertisement in other media, to the extent such media is not in direct competition with INFOSCREEN.

6. Content of the Advertisement

Advertising campaigns and other advertisements of the customers may not have any political content nor may they violate legal or administrative provisions. The customer alone shall be responsible to ensure that its advertising campaigns and advertisements comply with all aspects of the law and shall expressly hold INFOSCREEN harmless against all claims of third parties, in particular due to private prosecutions for defamation, for libel or for defamation of business reputation due to violations against the Media Act, the Copyright Act as well as the Unfair Competition Act. Should INFOSCREEN have any legal or moral concerns against the running or continuation of any advertising campaign due to its content, origin or technical form, INFOSCREEN shall have the right not to undertake the running of the advertising campaign or to terminate it or to cancel the contract without this having any impact on the payment obligations of the customer.

7. Competition

The customer cannot be granted protection against advertising campaigns of competitors, therefore no exclusivity can be granted in this regard. 8. Term of Advertisement, Placing, Locations The customer's advertising campaign shall be carried out according to the daily agreed running times within the daily schedule prepared by INFOSCREEN. The customer shall have no claim to a particular order nor that the advertising campaign run at a particular time of day. The running shall be carried out in the entire network of the locations stated in the order confirmation, unless the contractual parties agree differently in any individual case.

9. Warranty

INFOSCREEN warrants that it shall carry out the advertising campaign in compliance with the agreement. However, the customer acknowledges that the operation of the city information systems by INFOSCREEN is dependent upon third-party providers (hardware, software, cables, etc.) and that therefore it is not possible to guarantee that the agreed advertisement shall run free of interruption and without defect. In case the running of the campaign should be defective to the extent that the value or the efficiency of the advertising campaign is nullified or materially negatively affected, the customer shall have the right to a repetition of the campaign to the extent the purpose of

the advertisement has not yet been achieved. If also the substitute performance should be materially defective or if the purpose can no longer be achieved, the customer shall have the right to reduce the price accordingly or to demand rescission of the agreement. Any visible defects must be notified to INFOSCREEN by the customer in writing within 3 days, otherwise all claims shall be barred.

10. Liability

INFOSCREEN shall be liable for damages as provided by law only to the extent INFOSCREEN has acted intentionally or if the customer can prove gross negligence. Any liability for slight negligence is excluded. Also in any case damages for consequential damages and financial losses, in particular for lost profits, for savings not achieved, for the loss of interest and for damages of third parties arising out of claims against the customer shall be excluded. 11. Return of advertising materials INFOSCREEN shall retain the advertising materials of the customer for up to 6 months after the ending of the advertising campaign, unless a longer period is required by law. If the customer has not demanded its return by the expiration of such term, INFOSCREEN shall have the right to destroy the materials.

12. Force Majeure

If INFOSCREEN should not be able to render its required performance due to force majeure, strike or other circumstances not within the sphere of the responsibility of INFOSCREEN, INFOSCREEN shall be released from its performance obligations, to the extent the providing of services becomes impossible. Otherwise, INFOSCREEN'S term for providing the services shall be reasonably extended. The customer shall have no damage claims arising in this connection. INFOSCREEN shall inform the customer of such circumstances without delay.

13. Jurisdiction and Governing Law

Exclusively the courts located at INFOSCREEN'S corporate seat shall be competent to decide any disputes arising hereunder, however INFOSCREEN shall also have the right to file a lawsuit in the jurisdiction of the customer. All agreements between INFOSCREEN and the customer shall be governed by Austrian law under exclusion of the Convention of Contracts for the International Sale of Goods.