

## **General Terms and Conditions of Limes Vertriebsgesellschaft mbH, updated 15/11/2022**

### **Preamble**

#### **Purpose of the General Terms and Conditions**

- 1) The General Terms and Conditions (GTCs) concern the contracts of Limes Vertriebsgesellschaft mbH, which is hereinafter referred to as "Contractor".
- 2) The Contractor operates solely on the basis of these GTCs. Contradictory or deviating GTCs are not recognised, unless explicitly confirmed in writing to be binding. The rendering of deliverables or services by the Contractor is equivalent to order confirmation.
- 3) The Contractor's services concern the medium of large-scale posters as well as digital media. The display time for the large-scale posters, must thus be equated to broadcasting time at digital media ("display time").

### **§1**

#### **Commissioning and acceptance**

- 1) The contract only comes into effect with written approval by the Contractor of the order issued by the agencies/brokers ("Clients"). Quotes by the Contractor are non-binding.
- 2) Orders from Clients are only accepted for advertisers, which are to be specified by name, and with specification of the product category. Unless otherwise explicitly specified by the Client during commissioning of an order, the contract is formed between the Client and the Contractor. In the event of commissions by Clients made on behalf of and by order of an advertising company ("advertiser"), this must be explicitly stated during the commission. In both instances, the Client cedes their claims against the advertiser stemming from the advertising contract between the Client and the advertiser to the Contractor upon formation of the contract, provided these are the purpose for which the Contractor has been commissioned. The Contractor hereby accepts this cession of such claims (assignment for security). They are authorised to disclose these to the advertiser if the claim is not settled within one month upon being owed.
- 3) The Contractor reserves the right to partially or entirely decline orders due to the substance, origin, or technical specifications thereof in accordance with uniform, objectively justified criteria, if the substance of the advertisement is infeasible (such as political content, religious or ideological extremism, xenophobia, or socially inappropriate content), illegal or officially impermissible, or in violation of the interests of the persons/companies that own the property where the advertising space is located. In the event of contracts that have already been formed, the Contractor has a right to withdraw from the contract in the event of one of the aforementioned circumstances, if the Client does not present (on request) an alternative design no later than 15 days before the advertisement begins to be posted. If the agreed start time for the service is delayed due to a rejection, this does not relieve the Client of their obligation to pay. Should there arise any legal or moral concerns regarding the advertisement due to the content, origin, or format thereof during the display period, or if the advertisement proves to be in violation of the regulations within this section, the Contractor is authorised to immediately remove the advertisement and/or cancel the contract without notice. In such an event, the Client must reimburse the Contractor for damages stemming from the premature cancellation of the display period.

- 4) Any GTCs of the Client do not apply.

## **§2**

### **Contract duration, beginning of display period**

- 1) The contractual display period begins with the date specified in the order ("start date") or, if no exact date is agreed, on the calendar day on which the display/advertisement begins, but no later than the calendar day on which the advertisement could have begun without default by the Client with documentation/information/advertising materials to be provided by them, and ends upon expiry of the agreed period. One month is equal to a minimum display period of 28 days. The minimum display period for half-months is 14 days.
- 2) If required official permits are not granted, permits that have been granted are revoked, the advertising space must be disassembled for structural reasons or other reasons for which the Contractor is not responsible, the advertisement is partially or entirely prohibited by the property owner or the responsible supervisory authorities for the duration of the contract period, or if the contract with the property owner ends prematurely ("lease agreement"), the Contractor is authorised to terminate the contract without notice. In these instances, the Client will be proportionally reimbursed for the compensation already paid for the cancelled display period. The Client has no further claims, including with regard to damages.

## **§3**

### **Withdrawal**

- 1) The Client can withdraw from the contract via written declaration up to 60 days before the beginning of the display period. If the Client withdraws within 60 days before the beginning of the display period, the Contractor is authorised to assert damages. In case of withdrawal, these damages are equal to 100% of the agreed compensation. The time at which the Contractor receives the declaration is pertinent to the timeliness of the declaration.
- 2) In the event of withdrawal or partial withdrawal from a contract concerning multiple display periods or locations, the agreed beginning of the first display period is pertinent to calculating the damages, regardless of whether this concerns a complete or only partial withdrawal from one of the display periods. Any volume-based discounts are void in the event of a complete or partial withdrawal, and are not considered in the calculation of damages. Such volume-based discounts are likewise voided for the remaining realised display periods.

## **§4**

### **Guarantee**

- 1) Colouring may vary between the advance copy and final display, and does not constitute a defect. Minor deviations in size may occur and do not constitute a defect if they have no considerable impact on future use.
- 2) There are no further guarantees other than those listed above.

**§5**  
**Lighting**

The advertising spaces will be illuminated from twilight until 22:00, or longer if possible. They will also be illuminated from 6:00 until sunrise.

**§6**  
**Non-competition clause**

There is explicitly no prohibition on working with competitors of the advertiser. However, when possible, the Contractor will abstain from displaying advertisements by the advertiser's competitors immediately adjacent to, preceding or following advertisements by the advertiser.

**§7**  
**Advertising materials**

- 1) The Client must provide the Contractor with the reproducible documents for creating the desired design no later than 15 work days before the beginning of the display period. The Client shall bear any additional expenses stemming from delayed delivery of said documents.
- 2) The advertising materials remain the property of the Client after being displayed, and will be returned to the Client if the Client requests such no later than 5 days before the end of the display period. Advertising materials not requested back during this period become the property of the Contractor free of charge upon expiry of the display period, and will be properly disposed of.
- 3) Unless otherwise agreed in the contract, the contractually agreed execution of the order includes the manufacturing and proper installation/de-installation of the advertising materials by the Contractor.
- 4) In the case of traditional media services (large-scale posters), the Contractor will acquire the advertising materials at the Client's expense. Minor deviations in colour, shape, and construction of the advertising materials, as well as minor deviations between the printed image and the original material provided by the Client, are permissible and do not constitute a defect.
- 5) In the case of digital formats, the Client is responsible for producing the reproduction documents. The Client must provide the Contractor with suitable reproduction documents (files) at its own expense no later than 2 work days before the agreed beginning of the advertising period. The Contractor shall immediately notify the Client of any identifiably unsuitable or damaged reproduction documents. On the Client's request, the Contractor shall produce the advertising materials at the Client's expense, or make any necessary adjustments to unsuitable reproduction documents at the Client's expense and on the Client's request. If the Client does not provide the reproduction documents in time and the advertising period is delayed or shortened as a result, this does not relieve the Client of their payment obligation. The Contractor must offset this against any saved expenses.
- 6) If the Contractor renders creative services for the Client, the advertising ideas and computer graphic deliverables (jointly "creative service") developed by the Contractor are protected in accordance with copyright law.
- 7) The Client is responsible for the format and content of the design, as well as the legal permissibility thereof, especially with regard to copyright and competition law. The Client shall relieve the Contractor of any potential third-party claims, as well as all costs and other disadvantages incurred by the Contractor as a result of such, including the necessary costs of legal defence. The Contractor is not bound to due diligence in this regard. This also applies in the event that the advertising design was created by the Contractor as a creative service. However, in these instances, the Contractor will refer to the risks that they are aware of when preparing the creative service. The Contractor is never liable for the Client's statements concerning the products and services contained within the advertisement.

- 8) For each campaign, the Contractor shall produce professional photos/videos to be provided to the Client. The Contractor will also post these photos/videos on their website, in the location exposés, and on their own social media channels, among other locations, with the purpose of presenting and advertising the Contractor's services.

## **§8 Pricing**

Unless otherwise agreed, the Contractor's list prices apply. VAT is charged in addition to all prices.

## **§9 Terms of payment / due dates**

- 1) Invoicing is completed in advance.
- 2) Unless otherwise agreed, invoice amounts must be paid up to ten work days before the beginning of the display period.
- 3) Offsetting is only permissible with uncontested or legally determined claims.
- 4) The Client can only assert a right of retention if the counter-claim is based on the same contract and has been legally determined or has been acknowledged by the Contractor.

## **§10 Breach of contract / liability**

- 1) The Client only has claims to damages due to a breach of obligations in the event of malice or gross negligence on the part of the Contractor. The Contractor is not liable for minor negligence. This restriction does not apply to damages stemming from harm to life, body or health, nor to the breach of major contract obligations.
- 2) Liability toward businesspersons for material and financial damages due to gross negligence by a simple proxy (except in the event of breach of major contract obligations) is limited to the foreseeable damages typical of such a contract.
- 3) The Contractor is not liable for indirect damages, in particular loss of profit.
- 4) If a poster cannot be posted at the agreed location or at the agreed time, or must be removed prematurely, for technical, structural, weather-related, or other reasons for which the Contractor is not responsible, the Contractor will suggest to the Client an alternative location or date. This likewise applies in the event that the necessary official permits are not issued or are revoked. If the Contractor is not able to provide an alternative location or date, or if the Client rejects the suggestions made by the Contractor because these would not achieve the intended marketing result, the Client is authorised to terminate the contract without notice. The Client will be proportionally reimbursed for any compensation that has already been rendered. The Client has no further claims to damages.

- 5) In the event of a defect, the Client's claims are limited to the right to have said defect amended. If the Contractor fails to amend said defect for a second time, the Client is authorised to proportionally reduce the media fee. If the Contractor takes permanent measures to amend defects, this fee reduction is not possible.
- 6) Visible defects must immediately be reported in writing to the Contractor after display, and invisible defects immediately upon their discovery.
- 7) The Contractor is not liable for damage to displays by third parties or force majeure. This also applies to power outages or disruptions to the infrastructure beyond the Contractor's control. Any necessary replacements, repairs, or installation/de-installation as a result of such will be conducted immediately upon resolution of the respective circumstance. The Client shall bear the expense for these measures.

### **§11 Force majeure**

- 1) Force majeure, business disruptions for which the Contractor is not culpable and other circumstances beyond the Contractor's control, disruptions in the upstream supply chain, traffic disruptions, and all unavoidable circumstances that arise for the Contractor or a supplier authorise the Contractor to partially or completely suspend the rendering of services for the duration of the respective disruption. In the event of an incoming storm, the Contractor is authorised to disassemble the advertising posters in advance. In these aforementioned circumstances, the Contractor is not obligated to pay damages.
- 2) In the event of a suspension or postponement of services due to a disruption in accordance with § 11 paragraph 1, the Client is not relieved of their obligation to pay compensation to the Contractor.

### **§12 Damages and loss**

- 1) The Contractor is not liable in the event of damage to or loss of the advertising posters by third parties or as a result of force majeure (§ 11).
- 2) Replacements or repairs are only conducted after written request by the Client and at the Client's expense. The Client shall bear the expenses of any necessary installation/de-installation.
- 3) Days in which service is suspended during the booked display period as a result of damage or loss do not authorise the Client to reduce the compensation fee.

### **§13 Miscellaneous**

- 1) Whenever legally permissible, the jurisdiction is the registered office of the Contractor. The laws of the Federal Republic of Germany apply.
- 2) Should a current or future term in these GTCs be or become wholly or partially invalid, void, or infeasible for reasons other than those specified in §§ 305-310 BGB, the validity of the remaining terms in these GTCs is unaffected. This also applies in the event of a gap present in the contract during formation. The parties shall replace the invalid term or fill the gap with a valid term that most closely achieves the legal and economic intent of the invalid term and is appropriate for the contents of the contract.