

Together with the General Terms and Conditions (GTC) this appendix governs the legal relationship between the customer and APG|SGA AG. The customer shall be responsible for reviewing the valid GTC version and the appendix to the GTC before signing a contract with APG|SGA. The German original takes precedence over this English translation. Provisions that differ from those set forth herein shall be binding only if agreed in writing by both parties.

1. Contracting parties

2. Area of validity/ Subject of this agreement

3. Conclusion of the agreement

3.3. APG|SGA reserves the right to withdraw from the agreement if technical, legal, official or permit-related reasons make it impossible to implement the order, or if the owner of the advertising space rejects the agreement. In this case, the customer is obliged to pay all the costs incurred up to the withdrawal.

4. Rates/charges

5. Payment terms

6. Payment default/non-fulfilment of the contract by the customer

7. Content/design of advertising matter

7.2a For long-term contracts, advertising media or projects must be submitted to APG|SGA for approval. The implementation and use of the advertising media or projects must be as presented and approved. If this is not the case, or if the circulation or safety of people and/or vehicles is adversely affected, APG|SGA shall be entitled to remove the advertising media without any right to compensation on the part of the customer.

7.4 If the implementation of special advertising spaces involves structural or technical measures, the owner of the advertising space may specify additional conditions and requirements. APG|SGA will provide the customer with these conditions and requirements before the contract is signed.

8. Occupancy period

8.1a As a rule, the mounting of the posters takes a few days but does not affect the average duration agreed for the campaign. Deviations of up to three working days must be tolerated by the customer.

8.4 In the case of construction work, technical problems or removals, the

customer will be invoiced only for the sites actually occupied for the duration of the contract. There will be no entitlement to an alternative posting in a subsequent period.

9. Delivery of advertising media

9.2a In the event of non-delivery, APG|SGA has the right to impose a deadline on the customer for delivery of the materials and, if no delivery has been made within this deadline, to dispose of the unused spaces without any right to compensation on the part of the customer.

10. Format/quality of advertising media

11. Improper performance/non-performance on the part of APG|SGA

12. Withdrawal from the contract

13. Inspection/maintenance of advertising media

14. Liability/warranty

15. Legal succession/ transfer of contract

16. General contractor agencies (GC)

17. Political advertising media

18. Confidentiality/data protection

19. Correspondence/archiving

20. Applicable law and place of jurisdiction

21. Final provisions