

Together with the General Terms and Conditions (GTC) this appendix governs the legal relationship between the customer and APG|SGA AG, as well as its subsidiary APG-SGA Traffic AG (APG|SGA Traffic). The customer shall be responsible for reviewing the valid GTC edition 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/scope of contract**

2.4a The advertising media will be placed on the transport companies' advertising spaces according to the information (location and duration) in the confirmation document or contract.

2.5 APG|SGA Traffic cannot guarantee the use of particular lines or routes.

## **3. Conclusion of contract**

## **4. Rates/charges**

4.4a Contrary to item 4.4 of the GTC, for long-term contracts between APG|SGA Traffic and the customer, no change of visual is included in the price.

## **5. Terms of payment**

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

## **7. Content/design of advertising matter**

7.4 The transport companies are entitled to make the execution of the advertising conditional on their consent. To this end, the customer will provide APG|SGA Traffic with a draft.

## **8. Period of billposting**

## **9. Delivery of advertising media**

9.4 Installations/removals of advertising media undertaken by the customer or by a specialist (sign writer or other company) commissioned by the customer shall be undertaken at the customer's own expense and risk.

9.5 After removal of the advertising media, the customer must ensure that the vehicle is returned to its original condition.

9.6 If the customer fails to remove the advertising media within 14 days of the end of the placement period, APG|SGA Traffic may automatically remove the media at the customer's expense.

## **10. Format/quality of advertising media**

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

11.5 Temporary interruptions to operations will not give rise to a change in the contract.

11.6 In the case of public transport operators, neither temporary interruptions to operations amounting to less than 10% of the agreed placement period and not attributable to regular service interruptions, nor occasional changes to routes shall warrant any reduction in charges or compensation to the customer. In the case of service interruptions amounting to more than 10% of the agreed placement period and not attributable to regular service interruptions, the placement period will be extended free of charge by the duration of the interruption. If there are not enough advertising spaces available, the invoice amount will be reduced proportionately.

## **12. Withdrawal from the contract**

## **13. Inspection/maintenance of advertising media**

13.3 In the case of long-term contracts pursuant to item 2.2 of the GTC, if a vehicle is withdrawn from circulation before the end of the placement period, or if advertising media needs to be re-sited for other reasons, and if the advertising media has been on display for more than 1 year, the customer will bear the costs for the removal of the media and for the production and installation of the replacement media.

13.4 Defective paintwork shall be remedied at the customer's expense.

## **14. Liability/warranty**

## **15. Legal succession/transfer of contract**

## **16. Consultant commission**

## **17. General contractor agencies (GC)**

## **18. Political advertising media**

## **19. Confidentiality/privacy**

## **20. Correspondence/archiving**

## **21. Applicable law and place of jurisdiction**

## **22. Final provisions**