



stadtbild

General terms and conditions

Effective from 23.03.2017

§ 1 Scope

(1) The following general terms and conditions apply exclusively to all services, deliveries and offers of Stadtbild Werbegesellschaft mbH, Volbedingstraße 2, 04357 Leipzig (hereinafter: Stadtbild). Conflicting or differing terms of the contracting party, including counter-confirmations referring to that party's terms, are rejected unless Stadtbild Werbegesellschaft mbH agrees to their application in writing. These terms also apply when Stadtbild performs ordered services without reservation, whether or not it is aware of conflicting or differing terms of the business partner.

(2) These terms apply both to the contract for which they are first agreed and to all subsequent business relationships, even when concluded without expressly incorporating these terms.

§ 2 Formation of the contract

(1) Publications on Stadtbild's website at www.Stadtbild.de are not legally binding offers. They invite the customer to submit an offer to Stadtbild, by which the customer is bound for two weeks. Stadtbild's offers are non-binding.

(2) The contract is formed only when Stadtbild Werbegesellschaft sends a written order confirmation specifying the nature and scope of the services, the performance period and location, the remuneration and applicable payment terms. Oral agreements require written confirmation.

§ 3 Subject matter / scope of services

(1) These terms govern Stadtbild's contracts with commercial clients for indoor and outdoor advertising, particularly poster advertising, the sale of poster installation products to commercial customers, and contracts for printing advertising materials.

(2) Stadtbild Werbegesellschaft mbH offers various forms of indoor and outdoor advertising, particularly these products:

Outdoor advertising

- **Urban posters**
- **Cultural urban posters**
- **Lamp-post posters**
- **Outdoor poster frames**
- **Premium outdoor poster frames**
- **Banner advertising**
- **Xwall**
- **Umkleideschnecken**
- **Coollite**
- **Bicycle banners**

Indoor advertising _____

- **Indoor poster frames**
- **Washroom advertising**
- **Advertising display systems**
- **Flyer distribution**
- **Ticket advertising**

Descriptions of the individual products are available at www.Stadtbild.de. The scope of ordered services follows the contractual agreements together with the information on each advertising product published at www.Stadtbild.de.

§ 4 Display period

(1) Unless otherwise agreed, outdoor advertising is displayed in weekly advertising blocks, normally starting on Monday. For lamp-post posters, Xwall, bicycle banners, Coollite, banner advertising, flyer distribution and Umkleideschnecken, the client and Stadtbild agree the start freely. Indoor media display periods follow the respective providers' installation and display intervals.

(2) If the scheduled start falls on a Sunday or public holiday, Stadtbild may move it to the day before or after the holiday. Neither Stadtbild nor the client may derive claims from any resulting shortening or extension of the display period.

(3) At Stadtbild's discretion, the day before and after the scheduled start may be used for advance or subsequent posting. Neither Stadtbild nor the client may derive claims from any resulting shortening or extension of the display period.

(4) Urban posters and Xwall are checked weekly and, where necessary,

the posters are renewed. For all other media, regular checks and renewal may be agreed separately for an additional charge. For Xwall at temporary, campaign-dependent sites, servicing and checks must be agreed separately because they are not part of the advertising display service.

§ 5 Processing time

(1) For lamp-post posters, the agreed installation date can be guaranteed only if the posters arrive at Stadtbild no later than five working days before that date.

(2) For urban posters, the agreed start can be guaranteed only if the posters arrive at Stadtbild four days before the display period for installations within Leipzig, or seven days before it for installations outside Leipzig.

(3) If posters are not delivered within the periods in paragraphs 1 and 2, the client has no claims against Stadtbild arising from delayed posting. In particular, Stadtbild may prioritise other orders in the meantime.

§ 6 Poster delivery

(1) Posters are delivered at the client's expense and risk, including delivery by a printer rather than the client. They must be sent to Stadtbild's registered business address unless another delivery address is contractually agreed.

(2) To ensure the agreed quantity can be displayed, the client must supply 20% extra posters, relative to the agreed quantity, to compensate for production and weather losses. If additional interim checks are agreed (see § 4(3)), the extra quantity is 30% of the agreed quantity.

(3) If an order cannot be fully completed because the minimum delivery quantities under paragraph 2 are not met, the client has no resulting claims against Stadtbild.

(4) Each poster delivery must include a delivery note stating the quantity, artwork and format of the posters supplied.

(5) Stadtbild disposes of unused posters free of charge after completing the order. Return of unused quantities must be agreed separately when placing the order. Returns are at the client's expense and risk.

§ 7 Loss of poster boards

(1) Stadtbild's pricing for lamp-post posters allows for loss of up to 20% of the installed hardboard poster boards. If more than 20% are lost or

destroyed, Stadtbild may invoice the client for the excess loss.

(2) If the advertised content, particularly election advertising, is expected to cause loss of more than 20% of the installed boards, Stadtbild may require security equal to 50% of the installed boards' value before installation and offset loss exceeding 20% against that security after completing the order.

§ 8 Route planning / display sites

(1) By concluding the contract, the client accepts Stadtbild's site list attached to the contract, including display locations and quantities and the planned distribution. Changes require written confirmation by Stadtbild and are possible only within its available booking options. This applies particularly to fixed advertising installations, specified streets and squares, and the quantities to be displayed there.

(2) If no detailed site list is prepared when concluding the contract, Stadtbild determines the locations. It will seek an even distribution with regard to advertising effectiveness and provide the client with a list of display sites and quantities after installation.

§ 9 Paper quality

(1) The client must supply posters on 115 g/m² blueback poster paper. If another paper quality is used, particularly art or coated printing paper, the client has no claims against Stadtbild for resulting defects in performance.

(2) When posting with poster adhesive, processing-related creases cannot be ruled out. This applies particularly to urban posters, Xwall and lamp-post posters on hardboard. The client has no claims against Stadtbild arising from such unavoidable creasing.

§ 10 Payment terms / prices

(1) Stadtbild's offer prices follow the price list valid when the offer is prepared, available at www.Stadtbild.de.

(2) If prices are not expressly agreed when concluding the contract, the prices in the price list published at www.Stadtbild.de and valid at that time are deemed agreed.

(3) Invoices are issued immediately after receipt of the order. The amount must be paid in advance no later than one working day before the display period begins. Receipt in Stadtbild's account is decisive.

(3) If the client defaults on payment, Stadtbild reserves the right to postpone the order until payment is received and move it to a later advertising

block. Statutory default interest under § 288(2) of the German Civil Code (BGB) is deemed agreed.

(4) Once payment is overdue, all discounts and price reductions granted by Stadtbild cease to apply. Each reminder issued after default incurs a fee of EUR 5.00 plus statutory VAT.

(5) The client may offset only undisputed claims or claims established by a final judgment. A client with full merchant status may exercise refusal-of-performance or retention rights only if the counterclaim arises from the same contractual relationship and has been finally established or acknowledged by Stadtbild.

(6) Different payment terms require a written agreement.

§ 11 Cancellations

(1) Cancellations must be in writing and are free of charge up to 30 days before the agreed performance period begins. Timely receipt by Stadtbild is decisive.

(2) If cancellation is not received within the period in paragraph 1, Stadtbild may charge the full agreed remuneration because the sites cannot be remarketed after that deadline. This also applies when the order is not performed for other reasons attributable to the client, particularly non-payment. The client may prove that Stadtbild suffered a smaller loss.

§ 12 Discounts

(1) Discounts may be granted, particularly for annual contracts or special promotions. Individual agreements are possible and require written confirmation.

(2) All discounts and other price reductions are conditional on the client paying the invoice on time.

§ 13 Fees

(1) Various forms of poster advertising require permits and approvals that incur public-law fees payable to the municipalities. These fees are not included in quoted prices: Stadtbild can apply for the required permits only after receiving the order, so the costs are unknown when the contract is concluded. This does not apply to urban posters and Xwall.

(2) If a municipality approves a smaller display quantity than agreed, the client has no claims against Stadtbild arising from that reduction.

(3) Stadtbild invoices the client for the fees plus a service surcharge based on the work involved, the amount of which is stated in the current

price list. If fees or the permitted display quantity change during the approval process, the client receives a credit or an additional charge.

(4) Where fees are invoiced separately, the payment terms in § 10 also apply. In particular, Stadtbild may postpone performance if the invoiced fees are not paid on time.

(5) For political election events, Stadtbild does not obtain separate municipal permits unless this is expressly agreed with the client.

§ 14 Complaints

(1) The client must submit complaints in writing during the agreed performance period. Subsequent complaints are excluded.

(2) For lamp-post posters, Stadtbild's obligation is limited to installing the posters; no specific display period is guaranteed. Due to the general risks of poster campaigns, particularly theft and destruction, complaints about lamp-post posters may be made only until the day following the agreed installation date.

§ 15 Printing services

(1) For print orders, the nature and scope of services, technical requirements and delivery dates follow the relevant contractual agreement.

(2) Delivery dates offered by Stadtbild generally allow for minor processing delays. Nevertheless, if the commissioned printer delivers posters late, the client has no resulting claims against Stadtbild.

(3) Electronic print files must be supplied as agreed and meet the printer's technical requirements. If files are not delivered correctly and ready for printing by the agreed date, Stadtbild is not bound by the confirmed delivery date or, where the delay causes additional costs, the agreed print price. Additional costs or delays caused by incorrectly supplied files are borne by the client. This applies particularly to shipping costs where late or incorrect files make express or overnight delivery necessary.

(4) Stadtbild also assumes no liability for errors in content. The client alone is liable if performing the order infringes third-party rights, particularly copyright. The client must indemnify Stadtbild against all third-party claims arising from that infringement.

(5) Different delivery addresses must be specified before signing the contract. If Stadtbild is to prepare and dispatch

deliveries, a surcharge based on the work involved is charged in addition to actual delivery costs. Once the consignment is handed to the carrier, the risk of damage, loss or late arrival passes to the client.

§ 16 Mobile poster sites

(1) Mobile advertising, particularly Xwall and Coollite, is subject to the German Road Traffic Regulations (StVO). Vehicles have TÜV approval and liability insurance and are registered for road use. They may be used for stationary or moving advertising.

(2) Xwall must be fitted with tarpaulins for moving advertising. If, contrary to Stadtbild's express recommendation, the client chooses posters for moving advertising, all claims arising from resulting damage to those posters are excluded.

(3) Routes are planned in advance for moving campaigns. For stationary campaigns, sites are selected with the client or independently by Stadtbild. If a site becomes unavailable during the display period, Stadtbild will seek an equivalent replacement. If none is available, Stadtbild may choose any available alternative without giving rise to claims by the client.

(4) If planned routes cannot be driven, alternative routes are used without reducing the order's scope. Accidents, congestion and regulatory measures are treated as force majeure; affected orders are deemed performed. If the client uses the vehicles with its own staff, appropriate insurance and a declaration indemnifying Stadtbild against third-party damage and damage to its own property must be provided. Stadtbild forwards traffic offences to the requesting authorities.

§ 17 Sale of poster installation supplies

(1) Poster installation supplies are sold exclusively to commercial customers.

(2) Statutory provisions apply to sales of poster installation supplies, subject to these terms.

(4) Stadtbild retains ownership of delivered goods until all claims under the sales contract have been paid in full. Stadtbild may repossess the goods if the buyer breaches the contract.

§ 18 Limitation of liability

(1) Stadtbild's liability is limited to intent and gross negligence. For slight negligence, it is liable only for breach of essential contractual obligations that define the contract and on which the customer may rely, and for injury to body, life or health.

(2) For property damage and financial loss caused by simple negligence through breach of an

essential contractual obligation, Stadtbild's liability is limited to damage foreseeable and typical for the contract when it was concluded.

(3) In particular, Stadtbild is not liable for delays, interruptions or non-performance for which it is not responsible. This applies particularly to strikes, force majeure and construction, demolition or official measures initiated by the owner of the property carrying the advertising medium or by public authorities.

(4) Stadtbild is also not liable for wilful destruction, damage, theft or overposting by third parties. Accordingly, it is not liable for slipped poster boards or torn-off posters.

(5) If weather affects performance for reasons not attributable to Stadtbild, the client has no resulting claims. This applies both to timing and quality, particularly weather damage. If conditions such as heavy rain, hail, thunderstorms, extreme cold or black ice prevent posting, Stadtbild is not liable for resulting delays.

(6) Stadtbild assumes no liability, including for third-party claims, for fence posters and other poster displays without a fixed advertising site.

(7) If Stadtbild is responsible for delay, interruption or non-performance, the client is offered a free replacement display for the lost time. If that replacement is unreasonable in view of the client's interests, the lost display time is credited and the corresponding remuneration refunded. No further claims are available to the client.

§ 19 Final provisions

(1) Leipzig is the place of jurisdiction for both parties and all present and future claims from the business relationship where the client has full merchant status, is a legal entity under public law or a special fund under public law. This also applies if the client has no general place of jurisdiction in Germany, moves its habitual residence outside Germany after concluding the contract, or its home, business address or habitual residence is unknown when proceedings begin.

(2) German law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods.

(3) Contract amendments must be in writing. This also applies to amendments to the written-form clause. Oral side agreements have no effect.

(4) If a provision of these terms is invalid, indeterminate or unenforceable, the contract and remaining terms remain valid. The invalid or unenforceable provision must be replaced by a valid or enforceable one consistent with its meaning.