

## GENERAL TERMS AND CONDITIONS

### GENERAL

1. These General Terms and Conditions apply to contracts between Gewista Werbegeellschaft m.b.H. ("GEWISTA") and entrepreneurs ("clients"). They do not apply to consumers.

### ADVERTISING MEDIA

2. The subject of these General Terms and Conditions are the following advertising media: Billboard ("B"), City Light ("CL"), Premium Board, which is a glazed and backlit advertising medium ("PB"), City Light Changer, which is a CL equipped with a switch system enabling multiple placements ("CW"), transport media, brand area and station branding ("TM") and subway panels and other longterm advertising ("LT"), mobile advertising ("MA"), digital media, i.e., Out of Home media ("DM"), and special advertising formats.

### OFFER AND ACCEPTANCE OF ORDER

3. Offers from GEWISTA are subject to change (without obligation). Acceptance of the order by GEWISTA and changes to orders must be in writing (e-mail or online via our booking platform). GEWISTA reserves the right to cancel orders without giving reasons. Transferring booked advertising space to third parties is not permitted.

### GRAPHIC DESIGN

4. Content, technical form, scope, material, appearance and colour of the advertising must comply with official regulations and those of the operator of the vehicles and the maintainer of the surfaces, Wiener Linien. The corresponding specifications shall be taken from the transmitted print data sheet in the case of TM and the animation guidelines and data sheet for data delivery in the case of DM. For all other advertising media, the production details can be found in the order documents. All printed advertising material shall become the property of GEWISTA upon delivery. The client shall deliver the printed advertising material 14 working days prior to the start of gluing according to the distribution list free of charge (delivery address according to the shipping list provided by GEWISTA) in the following quality, in each case with nonreflecting colours, as follows:

Details for B: 100-115g/m<sup>2</sup>, wood-free, one-sided, smooth, blueback, flat on pallet, sorted by sheets. Intermediate sheets are to be used as inserts between the different parts; 15% replacement billboards. For billboards, an adhesive sketch must be supplied for precise execution of the order. For billboard formats that do not correspond to the dimensions or Austrian standards (Ö-Norm) or to the order, additional expenses for gluing and paper costs are to be expected. Billboard sizes according to Ö-Norm A 1001 are: 1/1 sheet 84 x 59.5 cm, 2/1 sheet 119 x 84 cm, 4/1 sheet 168 x 119 cm, 8/1 sheet 238 x 168 cm, 16/1 sheet 238 x 336 cm, 24/1 sheet 238 x 504 cm, 48/1 sheet 238 x 1,008 cm, special sizes upon arrangement.

Details for CL: Coated offset paper, white, matte, wood-free, completely transparent with a minimum grammage of at least 130g/m<sup>2</sup> up to a maximum of 150g/m<sup>2</sup>, not folded, flat on pallet; 15% replacement billboard. Production size 118.5 x 175 cm (in one piece, panel size). Unrestricted viewing 104 x 161.5 cm (panel size). Alternatively, for small editions of up to 20 units, film foils (large slides) can be used if corresponding to the specified size.

If different ad subjects are delivered, is necessary the imprint of the corresponding numbers in the upper left corner of the advertising material.

Details for PB: 170-200g/m<sup>2</sup>, flat on pallet with the front of the billboards facing down. For smaller editions of up to 25 units delivery rolled on cardboard rolls is an option. Wooden panels should be used as an insert between the pallets. Subject format 314 x 231 cm. The fonts and the most important elements of the subject are to be placed in the unrestricted visible area of 300 x 216 cm, since in a frame of 7 cm the subject is partially covered by a running passepartout (frame mat). 1-piece printed billboards are to be delivered cut in size 317 x 234 cm.

Details for DM: DM uses digital Out of Home media to display the advertising. Advertising material shall be provided by the customer in accordance with GEWISTA

TA specifications according to animation guidelines and the data sheet for data delivery enclosed with the order confirmation. The customer is responsible for the timely receipt of flawless, client-approved advertising material. For Dynamic Content, the client must submit a storyboard, a concept or an idea to GEWISTA for planning and preparation no later than six weeks prior to the launch of the campaign. Moderation of the content and legal liability by the customer are mandatory. The content has to comply with GEWISTA guidelines. The customer is legally liable for the uploaded content. For Direct Digital Out of Home media, the advertising templates must be received by GEWISTA in the agreed form no later than 10 working days before the first placement date. GEWISTA will immediately inform the customer of any recognisably unsuitable or damaged templates. GEWISTA shall approve the content of classic digital Out of Home media. Moderation of Dynamic Content campaigns (by the client or by GEWISTA subject to separate agreement) shall be mandatory guidelines. For Dynamic Content campaigns, the customer shall be responsible for ensuring that data (e.g., photos, etc.) are never released without prior written approval and copyright permission. When booking a brand area, GEWISTA shall be permitted to reduce the size of existing orders for Digital City Lights that are part of a brand area thus also reducing the budget.

Details for TM: adhesive letters, fluorescent colours and reflective colours must not be used. Removable, opaque, certified and approved films shall be permitted as carrier material.

Details for LT: The use of adhesive letters, fluorescent colours and reflective colours shall not be permitted. Removable, selfadhesive, opaque and glossy laminated adhesive foils are to be used as carrier material. Minimum shelf life should be 3 - 5 years. Information boards shall have no similarity to official traffic signs. If permits are required for the desired location, the costs of EUR 100 per board shall be incurred by the client even if the application is turned down. Delivery address: GEWISTA Technik - Lager, Franzosengraben 5, 1030 Vienna. Delivery times: MO - TH 6 a.m. - 2 p.m., FR 6 a.m. - 11.30 a.m.

Details for special advertising formats and innovations: Special advertising formats can only be implemented in conjunction with supplementary distribution. Special advertising formats are implemented at the customer's risk including vandalism and theft. Due to particular specifications in implementation, longer setup times may occur differing from GEWISTA's posting calendar. For planning the final assembly, a prototype or its print data including position sketch or mock-up must be made available to GEWISTA ready for printing no later than four weeks prior to the start of the campaign. Production costs shall be indicative and can only be finalised once the final printing data are available and a prototype has been produced/delivered. If GEWISTA develops a prototype, live testing can take place in the scheduled real-time. Installation costs shall apply to the Vienna area. Due to structural differences between the individual locations, adjustments may occur onsite. Locations may also be changed at short notice due to thirdparty specifications. Use of technical equipment not owned by GEWISTA cannot be expected for implementation purposes. Due to cooperation with partner companies and public authorities, additional approvals may be necessary in special cases. In the case of sampling, any cleaning costs incurred by products provided or external companies will be treated separately if necessary. Any necessary product-specific storage shall be provided by the customer. For lead-throughs in buildings, the guidelines of the maintainer and operator shall apply. GEWISTA shall be indemnified.

### POSTING/INSTALLATION

5. Advertising material shall only be installed by GEWISTA employees or companies commissioned by GEWISTA. For details concerning the duration and minimum terms, please refer to the current GEWISTA price list/posting calendar. Costs for postings outside the posting calendar shall be agreed separately and borne by the customer. For technical reasons (Sundays or public holidays at the booked posting start, weather, strong wind), slight time shifts may occur. Dayspecific posting cannot be guaranteed. In

the event of excessive wind, cold and rainy periods as well as natural disasters, exceptional weather conditions and an outside temperature of below +5°C (foil adhesion), GEWISTA shall be released from its service obligation while maintaining its claim for payment. GEWISTA will notify the customer of such circumstances within a reasonable period.

No liability shall be accepted for changes in the colour of advertising media due to the use of certain printing inks or due to weather conditions. Unless otherwise agreed in writing, the gluing/removal (TM/DA) can take place five working days before or after the start of the period booked, depending on the processing volume at GEWISTA. Blackout periods (gluing/posting not before a specific deadline) must be communicated to GEWISTA in writing no later than 14 working days before the start of order execution and may occasion special costs. The installation of an underground panel can take up to 8 weeks after foil delivery; extensions due to installation restrictions of WIENER LINIEN GmbH & Co KG („Wiener Linien“) are possible.

### NO COMPETITION BAN

6. Exclusion of competition cannot be guaranteed.

### SCHEDULING IN THE EVENT OF LATE DELIVERY OF THE ADVERTISING MATERIAL

7. In the event of late delivery of the advertising material by the customer, timely and complete fulfilment of the order cannot be guaranteed. In this case the period will not be extended, but will be charged as specified in the order. Any desired deviation from the official posting according to the posting calendar/order documents must be announced in writing no later than 10 working days before posting begins and can generate costs to the client.

### IMPLEMENTATION OF ADVERTISING MATERIAL

8. GEWISTA shall be entitled to change locations and to relocate materials to make better use of the posting or display areas or to optimise the quality of the location. However, relocating the displays must not lead to deteriorating confirmed impressions. Exempted are relocations due to specific problems, such as dismantling or remodelling advertising hardware structures, short-term visibility restrictions, etc. In such cases, only effective impressions will be charged.

### TM – VEHICLE OPERATING AREAS

9. The respective vehicle fields/areas of operation and line networks (routes) of the vehicle operator are specified in the order. GEWISTA cannot provide the customer with proof of the respective vehicle's constant operation. The contractor acknowledges that GEWISTA cannot guarantee uniform and consistent use on the means of transport, because changes may occur within the transport operator's schedules. Changes in travel times and deviations from the area of operation can occur for operational reasons (maintenance, repairs, acute damage, etc.). Such operational necessities are to be assigned priority. In such case no claims can be brought against GEWISTA and the transport companies. If any vehicle of the transport company breaks down during a regular service due to a defect, the vehicle equipped with the client's advertising can be used as a replacement vehicle and thus its agreed driving route can be changed for a short time, which does provide ground for compensation claims by the client. GEWISTA cannot reserve a vehicle for exclusive use on a single line or influence the frequency of use on individual lines (except limited line warranty). GEWISTA shall only grant a limited line guarantee for outdoor vehicle advertising in the trams operated by Wiener Linien as follows:

- Wiener Linien shall give a limited guarantee for two trains - limited to 20 days a month - per released line that vehicles with corresponding outdoor advertising will only run on the specified line.

- Wiener Linien is entitled to cancel this guarantee at any time for operational reasons.

### WARRANTY AND DISCLAIMER

10. Claims for compensation and complaints about defects can only be made while the advertising material is posted. GEWISTA provides no guarantee that advertising hardware carrying the advertising material as ordered will remain in operation and visible without interruption during the agreed term. GEWISTA will not provide any replacements for advertising material that is damaged or

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not replaced in time. Restrictions or disruptions of a temporary nature, of whatever kind and for whatever reason, do not affect the order and do not entitle the customer to request refunds or any other compensation. Liability for non-execution, interruption, premature termination, delay, defective execution or other disruption of the advertising placement for reasons for which GEWISTA is not responsible or which are beyond GEWISTA's control, in particular due to force majeure (e.g., riots, governmental intervention or requirements, construction and demolition measures carried out or abandoned by public institutions, power failures, IT failures, strikes, operational disruptions, weather conditions, damage or other impairments of the advertising space by third parties) is excluded. Compensation for consequential damage shall be excluded, except in the event of wilful misconduct or gross negligence on the part of GEWISTA. This shall apply in particular to the production costs of advertising materials. Liability for specific advertising success shall be excluded. Claims for damages from postponed or a cancelled postings for the reasons mentioned in point 5 shall be excluded.

### Details for LT:

Defects, in particular with regard to the loss of the advertising material, shall be reported by the customer in writing (e-mail) without delay. Any warranty claims shall be excluded until the notification is received. The warranty rights shall also be excluded insofar as they are based on a seasonal or temporary impairment of the advertising materials through conversions or comparable measures by third parties. Installation work (installation and removal) on objects belonging to GEWISTA and its partner companies shall be carried out exclusively by GEWISTA representatives. The customer is liable for all other assembly work that is not carried out by GEWISTA and its agents in the event of any damage caused by the advertising object. If the foil or the panel become decrepit or dilapidated (e.g. due to vandalism), GEWISTA is entitled to dismantle the panel at any time. The customer will be informed of this immediately and the panel must be restored to its proper condition immediately. The panel is and shall remain the property of GEWISTA. At the expiry of the contract period, the objects must be returned to their original state. The costs incurred shall be borne by the customer.

### **RESPONSIBILITY FOR ADVERTISING CONTENT PLUS INDEMNITY AND COMPENSATION**

11. The customer shall bear sole responsibility for the admissibility of the content of the advertising material. The client shall fully indemnify and hold GEWISTA harmless in respect of all claims of third parties in this regard, in particular claims due to defamation, insult or credit damage, violations of the media law, copyright law, data protection regulations, intellectual property rights and personal rights and the law against unfair competition.

### **WITHDRAWAL BY GEWISTA**

12. GEWISTA shall be entitled to withdraw from an order that has already been accepted in full or in part in the following cases:

- If the form and content of the advertising material were unknown to GEWISTA when the order was accepted and these turn out to be illegal; or
- GEWISTA has submitted the advertising material to the advertising council and the latter has objected to the advertising material within 48 hours from the presentation or has given the informal recommendation not to attach/play the advertising material; or
- when elections (for the local council, state parliament, national council, etc.) or referendums or the like are held, as far as required for election advertising.
- In the event of noncompliance with the terms of payment after setting a grace period of 3 days, in which case GEWISTA shall be entitled to immediately remove or paste over advertising material without further notice.
- If, due to cooperation with partner companies or public bodies (authorities), the advertising material is not approved by them.
- If the customer has not delivered the advertising material at the agreed upon time.

In the event of a justified withdrawal by GEWISTA in accordance with a) or b), the customer is obliged to cancel in accordance with point 14 with the legal consequences

specified there before the start of the posting. After that, the customer has to pay the full fee. The possibility of delivering replacement advertising material in accordance with the dates in the posting calendar or the agreed delivery dates remains unaffected. In such case, the customer has to pay the full fee.

In the event of a justified withdrawal by GEWISTA in accordance with c) and e), GEWISTA's right to remuneration shall not be applicable; the customer cannot derive any claims for damages from this.

In the event of a justified withdrawal by GEWISTA in accordance with d), the customer shall remain obliged to pay the full fee in accordance with point 14.

In case of a justified withdrawal by GEWISTA according to f) the customer remains obligated to pay the fee according to point 7 second sentence pro rata temporis up to and including the day of dispatch of GEWISTA's notice of withdrawal.

### **ADDITIONAL FEES AND REIMBURSEMENT OF COSTS**

13. The customer must pay the following additional fees and reimburse costs:

In the case of information boards and subway signs, the running time applies from the first day of installation. If neither finished advertising material nor printing data are transmitted within 4 weeks after signing the order confirmation, Gewista is entitled to charge holding and reservation costs in the amount of the monthly rental costs plus the legal fees, which have already been incurred as of this point in time, according to the terms of the order confirmation.

- Fees for special services, such as blocking periods, packaging material, customs, shipping costs, application of stickers or labels, posting outside the regular posting calendar, agreed returns of unused advertising material.
- In the event of an official seizure of advertising material: costs for removing or posting over them.
- Legal transaction fees and advertising tax (if applicable).
- A surcharge of up to 200% can be charged for collective billboards (billboards that advertise several products and brands or services of several companies).

### **RATES AND PAYMENT TERMS**

14. The calculation of the remuneration shall be based on the rates in effect on the current price list at the time of the execution of the order. Subject to rate changes. Prices are exclusive of VAT and any additional fees and charges in accordance with point 13, payable promptly, net cash without discount. Only payments made directly to GEWISTA will be acknowledged. GEWISTA shall reserve the right to request a 100% prepayment of the total order value for new customers, due upon order placement.

### **ARREARS**

15. In the event of default or deferral of payment, default interest shall be charged at 9.2 percentage points above the base interest rate (Section 456 Austrian Company Code). In addition to the statutory interest, GEWISTA may also claim compensation for other damages caused by the client and incurred by GEWISTA, in particular the necessary costs of appropriate extrajudicial enforcement or recovery measures, insofar as these are in reasonable proportion to the claim pursued (Section 1333 (2) Austrian General Civil Code).

### **CANCELLATION POLICY**

16. The customer can cancel orders, in whole or in part, in written form (e-mail). The cancellation fee shall amount to the following percentage of the gross order amount without advertising tax for the affected part of the order, whereby the time limit for the receipt at GEWISTA applies: up to ten weeks before the start of the term 0%, up to eight weeks before 10%, up to five weeks before 30%, from the first day of the fourth week prior to the start of the term 100%.

The cancellation fee for order cancellations before the fourth week prior to the start date will be credited if the order is executed within three months (but in the same calendar year in which the order is placed for the first time) on the identical medium, subject to availability and to the agreed conditions. Cancellation fees for order cancellations from the fourth week before the start day will not be credited. Cancellations must be made in writing (regular mail, fax or e-mail). The date of receipt of the

notification by GEWISTA shall determine whether the notification is timely. If the order is booked within four weeks before the start date, cancellation is possible free of charge within 48 hours of booking. Cancellation of an order after this period will result in a cancellation fee of 100%. Production costs already incurred must be paid in full in all cases. Surrender or transfer of the customer's business does not lead to an early termination of the contract with GEWISTA and has no influence on the customer's obligation to pay.

In the case of DW, any deviating cancellation apply the conditions according to the confirmation of order.

If an order includes services of third parties, their cancellation conditions apply to these services in the relationship between GEWISTA and the customer.

### **USE OF CUSTOMER'S IMAGE AND DATA MATERIAL**

17. GEWISTA creates photos and films of its advertising media for the purposes of market communication and advertising in particular as part of newsletters, social media channels and press releases from GEWISTA. The customer shall agree that the attached contents as well as all data material provided (e.g., contents or spots) may be used for these purposes and assures that such use does not interfere with the rights of third parties, for which point 12 applies mutatis mutandis. Details for DM: GEWISTA stores the customer's advertising material at least one year after the end of the contract, unless the law provides for a longer retention period. If the client has not requested a return in written form by that time, GEWISTA shall be entitled to destroy or delete it.

### **GEWISTA'S INTELLECTUAL PROPERTY RIGHTS**

18. All rights to content and concepts produced by GEWISTA shall be the property of GEWISTA, unless the client has been expressly granted rights in writing. Any use of such content and concepts, especially for advertising purposes in other media, shall require the written consent of GEWISTA.

### **THIRD PARTY BUSINESS**

19. Insofar as GEWISTA purchases advertising media from third parties, the contractual terms and conditions under which GEWISTA makes purchases from these third parties shall apply vis-à-vis the client, insofar as these deviate from these General Terms and Conditions. GEWISTA will refer to such different conditions separately in its offer.

### **DATA PROTECTION – IDENTIFYING ADVERTISING EXPENDITURES**

20. GEWISTA shall be entitled to inform relevant institutions dealing with identifying advertising expenditures in all classic media, of the number of billboards posted for the client, with details of the format and the gross contacts booked for the exclusive purpose of establishing advertising volumes. The customer acknowledges that in connection with the business relationship between the customer and GEWISTA, customerspecific data such as title, company/name, address, industry, etc., are stored for the purpose of customer evidence and sending information material and for accounting. The specified data shall only be transmitted within the context of payment transactions. Any other form of transmission shall require the separate consent of the customer. The customer's personal data will only be used and passed on to the extent permitted by law. The customer shall also approve the future sending of information material electronically (e-mail, etc.).

### **PLACE OF PERFORMANCE AND PLACE OF JURISDICTION**

21. Vienna shall be the place of performance. The legal venue for all obligations of either party shall be the relevant court for commercial affairs with local competence and jurisdiction for Vienna, Innere Stadt.

These Terms and Conditions are effective as of 31st January, 2023