

GENERAL

1. The "General Business Terms and Conditions" constitute an integral part of all agreements made between the client and KULTUR:PLAKAT. By placing an order, the client has acknowledged and accepted the "General Business Terms and Conditions."

ORDER CONFIRMATION

2. Only written orders will be accepted. Acceptance or decline will take place in written form. Order modifications require written notice. KULTUR:PLAKAT reserves the right to decline orders without being required to provide any specific reasons.

LIABILITY AND CONSEQUENTIAL DAMAGES

3. KULTUR:PLAKAT will ensure the proper and timely completion of posting. Compensation claims and notices of defects can only be made during the period of display. KULTUR:PLAKAT will not assume any liability in the case of acts of nature such as natural disasters, extreme weather conditions such as periods of strong winds, extreme cold and rainfall. If, due to the above circumstances, delivery is impossible or unfeasible, KULTUR:PLAKAT is released from its obligations while retaining an entitlement to compensation. In this case, the client cannot claim any damages. KULTUR:PLAKAT will inform the client of such circumstances within an appropriate time frame. The assertion of claims for damages is excluded, except in the case of intentional or grossly negligent actions by KULTUR:PLAKAT. This is especially true for the costs incurred by producing the poster. Liability in relation to the success of specific advertisements is excluded.

DURATION OF OPERATION

4. After fulfilling the order, KULTUR:PLAKAT is not responsible for the continuous functionality and visibility of the objects that display the announcements. KULTUR:PLAKAT will not replace announcements if they are damaged or not exchanged in due time. Temporary limitations or disturbances of any kind and reason do not impact the announcement order and do not grant the client the right to request a reimbursement of the announcement fee or other compensation or indemnity.

REPLACEMENT POSTERS

5. The client should provide KULTUR:PLAKAT with any posters that need to be mounted, maintained, and relocated. KULTUR:PLAKAT is not responsible for the incomplete posting of posters due to any shortage of posters.

RUNTIME AND DISPLAY DURATION

6. The execution of poster posting on a specific day cannot be guaranteed. In any case, the client must deliver the agreed of poster (plus 25% reserve stock) at least 14 days before posting period. KULTUR:PLAKAT guarantees, that each booked poster will be displayed for the full period agreed. The pasting of the posters will be performed exclusively by KULTUR:PLAKAT employees or its contractors.

COLOUR-SCHEME CHANGES

7. No liability is assumed for changes to posters if poster colour changes occur due to the use of certain print colours or due to the weather.

OFFICIAL REGULATIONS

8. The client is solely responsible for the form and content of the posters and for compliance with official regulations. KULTUR:PLAKAT is entitled to reject an already accepted contract if, at the time of order acceptance, KULTUR:PLAKAT was not yet aware of the form and content of the announcement, and if these would go against common decency, official regulations, etc. The same is true if KULTUR:PLAKAT has presented the advertising resources to the Advertisement Counsel, which, within 48 hours of receipt, has deemed the poster posting objectionable or has informally recommended that the announcement should not be posted. In the case that KULTUR:PLAKAT rejects an order on this basis, the client has the right to a reimbursement up to four calendar weeks prior to the start of the poster posting in accordance to Pt. 25 and the therein defined legal consequences; after that the client is required to pay the full fee. The option to deliver a replacement poster in accordance with the display calendar terms as per Pt. 13 or as per the agreed delivery deadlines remains unaffected. In such a case, the full posting fee will still be charged.

ACCEPTANCE OF ORDERS

9. KULTUR:PLAKAT reserves the right to reject non-cultural posters.

POSTERS CONFISCATION

10. In case of posters confiscation, regardless of the reason, the client has to pay the entire poster posting fee, including all fees for the removal or pasting over the confiscated poster.

REJECTION BY OFFICIAL AUTHORITIES

11. In the event that the posting or the continuance of the announcement is rejected or discontinued by the relevant authorities or by the owner of the property, or in case KULTUR:PLAKAT's right of disposal or the display property cease to exist, the respective agreement will be considered null and void. The client has no claim to compensation in this case. However, in the event that a portion of the announcement fee was paid in advance, that portion of the fee will be reimbursed – unless the poster was confiscated.

COMPETITIVE EXCLUSION

12. Competitive exclusion cannot be guaranteed.

POSTER DELIVERY

13. The delivery of the agreed upon number of posters and replacement posters (25% of the volume of the order per week) must be made 10 working days before posting carriage free, duty paid, folded to A4 format with printed side out, packed in units of 100 pieces. If the posters are not delivered folded, a fee will be charged for additional processing. If delivery is delayed, the entire running time will be calculated. Should this be the case, a timely and complete fulfilment of the contract cannot be guaranteed. The resulting delay in mounting will not result in an extension of the running time.

ELECTIONS AND REFERENDA

14. If absolutely necessary, KULTUR:PLAKAT reserves the right to reduce or cancel received orders in the event of elections (local government, state parliament, national parliament, etc.) as well as referenda or similar events. Under such circumstances, no compensation claims can be made by the client.

SPECIAL CHARGES

15. The client will be liable for charges incurred for special services, e.g. packing material, customs, shipping cost, the pasting of tape, poster posting outside the regular posting route, the return of unused posters.

TRANSFER OF ADVERTISING SURFACES

16. The subletting or transfer of reserved advertising surfaces to third parties is not permitted.

COLLECTIVE POSTERS

17. For collective posters (posters which advertise for several companies' products, brands, or services), an extra charge of up to 200% may be added.

POSTER FORMATS

18. Poster formats that do not correspond to the measurements or "O" norms or to the actual order, will require additional pasting and paper costs. The following are considered "O" norm A 1001 poster formats:

A1 84 x 59,5 cm
A2 59,5 x 42 cm
stripes 84 x 19,8 cm

PAPER QUALITY

19. All poster orders are filled with standard paper quality poster paper that is wood-free, smooth on one side, weighing minimum 100 and maximum 115g/m². For transparent poster paper, extra fees will be charged for padding paper and additional pasting costs. Reflecting colours are not allowed.

UNUSED POSTERS

20. Unused posters, unless otherwise agreed upon in writing, will become KULTUR:PLAKAT property.

INTANGIBLE PROPERTY RIGHTS

21. The advertising concept developed on behalf of a customer by KULTUR:PLAKAT for an advertising activity by KULTUR:PLAKAT as well as related computer graphics, etc., are works protected by copyright law.

The customer has the right to use these works for advertising purposes in another medium in return for payment of a usage fee agreed in writing in each individual case, provided that this medium is not in direct competition with KULTUR:PLAKAT. Advertising content and advertising measures of the customer may neither have any political content nor violate statutory or official regulations. The customer alone bears the responsibility for the legal validity of his advertising and advertising content and expressly indemnifies KULTUR:PLAKAT for all third-party claims, in particular relating to slander, damage to credit rating, violations of the media law, copyright law and the law against the unfair competition. If the content, the origin or the technical form gives rise to legal or moral reservations against the circulation or continuation of the advertising measure, KULTUR:PLAKAT is entitled to refuse or terminate the circulation or to withdraw from the contract without this having any influence on the customer's obligation to pay.

DATA PROTECTION

22. The customer acknowledges that customer-specific data, such as title, company/name, address, business sector, etc., are stored in the context of the business relationship between the customer and KULTUR:PLAKAT for the purposes of a customer's account and the sending of information material and for the accounting department. The transfer of the indicated data is only carried out within the scope of payment transactions. Any other form of transfer requires the separate consent of the customer. The personal data of the customer are only used and passed on to the extent permitted by law.

The client agrees to receive information from KULTUR:PLAKAT by electronic means (email etc.). Use of visual material: KULTUR:PLAKAT uses photographs and films from client campaigns for its own marketing purposes. The client acknowledges that any visual materials it has provided to KULTUR:PLAKAT may be used in this way by KULTUR:PLAKAT.

FEES

23. The fees that are valid at the time of contract completion are applicable for calculation purposes. Fees are subject to change. All fees exclude sales taxes and advertisement taxes and will be paid net without any discount. Only payments made directly to KULTUR:PLAKAT will be accepted.

TERMS OF PAYMENT

24. KULTUR:PLAKAT reserves the right to require full advance payment for first-time orders placed by new clients; payment will be due when the order is placed. Interest fees will be charged for payment delays or deferrals. If the terms of payment are not met, KULTUR:PLAKAT reserves the right to not execute the contract and to remove or paste over the advert after granting a grace period of three days without further notice, in which case the fees for the service are due immediately. Should the payment be delayed, the client is obliged to reimburse KULTUR:PLAKAT for incurred damages, especially for the collection of incurred costs to be settled out of court. KULTUR:PLAKAT reserves the right to not execute the contract or to remove or paste over the poster, if insolvency proceedings are opened in relation to the client's assets or if a petition to open such proceedings is filed due to lack of funds. In this case the fees for the service, if rendered, are due immediately.

CANCELLATION CONDITIONS

25. Orders can only be cancelled free of at least 4 weeks charge before the beginning of the term. For any cancellation after that date, a cancellation fee will be invoiced. Should orders be cancelled 3 weeks prior to the start date, a cancellation fee of 20% will be charged; 2 weeks prior to the start date, a cancellation fee of 40% will be charged; 1 week prior to the start date, a cancellation fee of 100% will be charged. These cancellation fees are based on the gross contract sum (including V.A.T. but excluding advertising tax). This also applies to the individual parts in partial cancellations. The cancellation fee is to be credited if, depending on availability, the contract is to be executed within the same parameters and on the same terms within 4 months (and within the same calendar year as the original contract). The cancellation is to be submitted in writing. Its timeliness is dependent on the date that KULTUR:PLAKAT receives the written notification. The cancellation can be submitted by mail, fax, or e-mail. Production costs that already have been incurred are to be paid in full in all circumstances.

LEGAL CHARGES (STAMP DUTIES)

26. Any legally required charges (stamp duties) on the contract shall be at the expense of the customer.

ILLEGAL POSTING

27. KULTUR:PLAKAT will display the client's posters only on legally permitted and contractually agreed surfaces. The client shall refrain from displaying posters on any other surface/location not specifically permitted by public authorities or under private property law. Any violation of this clause will result in a fine of € 100.00 per poster. KULTUR:PLAKAT is entitled to invoice the client for any loss or damage incurred in excess of the fine.

PLACE OF DELIVERY

28. The KULTUR:PLAKAT headquarters are the place of delivery and legal venue of both parties.