

General terms and conditions for media services, production services and service activities of Flughafen Düsseldorf GmbH

Valid as of August 2018

The following General Terms and Conditions (GTC) apply to contracts for media services of Flughafen Düsseldorf GmbH (FDG) as well as production services and service activities of FDG and, in supplementation of the booking confirmation, regulate the respective relationship between FDG and the customer. FDG renders its services on grounds of the following GTC. An up-to-date version of the GTC as well as of the other provisions are available under www.erfolge-landen.de. The validity of any general business terms and conditions of the respective customer is hereby expressly ruled out.

1. Content of the contracts for media services

1.1 The content of the contract for media services concluded between FDG and the customer is confirmed by FDG in the booking confirmation, unless otherwise agreed.

1.2 The subject matter of the contract can be derived from the booking confirmation and production costs confirmation, and comprises the services agreed therein.

1.3 Further integral parts of the contract are the provisions applicable to the respective advertising media:

- for the production of the advertising materials, the technical data sheets and general specifications for creating the print data
- the up-to-date media data (prices and conditions)
- to the extent the contract includes promotions, additionally the "Fire Protection Provisions for Events and Promotional Campaigns" and the "Fire Protection Guidelines – Installation of Automated Machines, Advertising Vehicle and Mobile Barrier Tapes"
- the Fire Protection Regulations

- the Airport Usage Regulations

1.4 Unless expressly regulated otherwise upon placement of an order by an advertising agency/intermediary, the contract is concluded between the advertising agency/intermediary and FDG. The advertising agency/intermediary shall identify the advertising company by name and, upon FDG's demand, shall prove that it has been commissioned correspondingly by the advertiser.

1.5 FDG is entitled to pass on the names of the advertisers, the booked advertising spaces as well as the media costs to external enterprises for assessment of the data for statistical surveys.

1.6 FDG is entitled to use the photographs and/or films made by it of the advertising material, stating the customer name, for publication purposes, in particular for the purposes of advertising, marketing and corporate communication.

2. Services of FDG

FDG shall provide the customer with the advertising space agreed in the booking confirmation at the agreed booking periods.

2.1 Analogue advertising media

2.1.1 The advertising material is produced by FDG on the customer's behalf by a printing company commissioned by FDG. The costs for the production of the advertising material are not included in the media price.

2.1.2 FDG owes the advertising material in accordance with the information specified in the technical data sheets and general specifications. There is no further-reaching obligation with regard to the type and quality of the advertising material.

2.1.3 FDG expressly reserves the rights to the advertising material until full payment of all secured claims including the

media costs for the provision of the advertising location and the production costs.

2.1.4 FDG provides and maintains the advertising vehicles, unless otherwise agreed in the contract. The media price includes electricity and cleaning costs for the advertising space, unless otherwise agreed.

2.1.5 Should a change of location or removal of the advertising vehicle become necessary for structural reasons or for reasons of approval, FDG shall inform the customer of this without undue delay and offer it a comparable location subject to availability. If this is not possible, the processing of the contractual relationship shall be governed by clause 15 of these GTC.

2.1.6 Changes to the advertising vehicle and subletting or any other provision of the advertising vehicle to third parties require FDG's consent.

2.2 Digital advertising media

FDG accepts and checks the data at the customer's expense and includes the technical and content checks of the advertising media as well as its proper inclusion on the booked advertising spaces. The prices can be derived from the production costs confirmation.

2.3 Promotional campaigns

2.3.1 The media service for a promotional campaign includes the provision of the location and the permission to use four promoters there. The assignment of the promotion team to be used is carried out by the customer at its own expense.

2.3.2 The location for carrying out a promotional campaign shall be provided in its structural condition at the time of its provision, with no warranty for its suitability for the promotional campaign planned by the customer.

2.3.3 The promotional campaign may only be carried out at the assigned location.

tion. The campaign may not be extended to other areas, in particular to the central shopping mall in the public area, level 1 of the terminal and the catering areas in the termination.

3. Services of the customer

3.1 The customer is responsible for the timely and complete delivery/provision of suitable print data/content.

3.2 The customer must provide FDG with suitable data for the production of the advertising material via a web link provided by FDG at least 12 working days before the booking period.

3.3 For digital media, the customer must provide FDG with suitable print data at least 3 working days (working day Monday to Friday) before the start of the booking.

3.4 During the production of the advertising material, the customer must observe the requirements of the technical specifications for the respective advertising vehicle as well as the special details specified in the general specifications regarding size, thickness, quality of the material, etc.

3.5 FDG or the third party commissioned by FDG shall inform the customer without undue delay of any recognisable unsuitable or damaged content/print data.

3.6 If the customer does not provide the content/print data or does not provide it on time or in unsuitable quality, FDG is not obliged to place the advertisement or to make it available beyond the booking period. If the advertising measure can still be carried out in parts before the end of the agreed booking period, FDG will display/place the advertisement for the remaining period. However, the customer remains obliged to pay the agreed media price in full. Expenses saved must be offset by FDG.

4. Preparation of the promotion locations

4.1 The procurement of advertising materials for a promotional campaign as well as the preparation of the site in accordance with the specifications in the "Fire Protection Provisions for Events and Promotional Campaigns" and the "Fire Protection Guidelines – Installation of Automatic Machines, Advertising Vehicles and Mobile Barrier Tapes" are the responsibility of the customer at its own expense.

4.2 During construction, implementation and dismantling of the campaign, the operation of the airport may not be impaired in any way. The equipment must be installed in such a way that the exits and escape and rescue routes as well as the "main passenger traffic routes" are not obstructed.

4.3 All technical work and installations must be carried out professionally and by qualified personnel and in compliance with all official regulations and statutory provisions and must always be agreed with FDG.

4.4 The customer must ensure that the keys handed over to it for the rented counters/storage room do not fall into unauthorised hands and are returned to FDG at the end of the contract.

5. Advertising content

5.1 Any and all advertising whose content violates the law or official regulations, is contra bonos mores, xenophobic or in any other way discriminatory, is directly against the principles and objectives of air traffic or in any other way against the legitimate interests of FDG is not permitted. Furthermore, any and all advertising for

- airlines not departing from Düsseldorf airport and for other airports
- destinations and routes that are not flown or served from Düsseldorf airport.
- Deutsche Bahn AG
- flirt campaigns and prize draws
- parking services
- competing products to FDG's car parking offer
- travel industry advertising

- advertising by political parties or political or religious initiatives or advertising of political and religious content

requires the prior written consent of FDG.

5.2 The customer must submit its advertising material to FDG in good time before the start of the booking period for approval of the motif. FDG shall inform the customer without undue delay of any rejection of the advertisement. In this case, the customer is entitled to provide FDG with a modified advertisement or other advertising material.

5.3 Within the scope of a promotional campaign, the customer may exclusively advertise the agreed product or service. The advertising right does not include the conclusion or arrangement of payment-based contracts on site. Products may not be sold. Direct subscription advertising or customer surveys are also prohibited.

5.4 The customer is prohibited from taking advertising measures that could impair the sale of goods and the provision of services to the detriment of tenants and airlines at Düsseldorf airport. The sampling of press products offered in the shops in the terminal is generally not permitted.

5.5 FDG is entitled to refuse the placement of advertisements or the execution of advertising measures that violate the provisions of clause 5, as well as to remove or terminate already displayed/placed advertisements without undue delay at the customer's expense, if the customer subsequently makes unauthorised changes to the advertising material.

5.6 The removal or termination of the advertising measure for the aforesaid reasons does not release the customer from the obligation to pay the media and production costs, unless changes to the advertisement cannot be expected of it due to a considerable impairment of the advertising effect.

5.7 The customer is responsible for the legality of the advertising content provided. In particular, it guarantees that the advertising content provided does not infringe any copyrights, personal rights or other proprietary rights of any kind.

5.8 The customer indemnifies FDG against claims of third parties arising from the unlawfulness of the advertising content provided by it.

6. Conducting promotional campaigns

6.1 The promoters may only hand out the samples directly to the persons targeted by the advertising. Laying out the samples for display throughout the entire airport premises is prohibited.

6.2 The promoters must refrain from addressing target persons who obviously do not wish to be approached and must not repeat this action. Promoters must refrain from harassment or intrusive conduct, from the simultaneous addressing of targeted persons by several promoters, or from addressing a target person at a place where it is not possible or difficult for the targeted person to avoid the promoter. The targeted person may not be hindered in passing by or pursued by the promoters. Complaints by passengers result in the immediate abortion of the promotion.

6.3 The customer must ensure that the information or data provided by the targeted persons within the scope of the promotional campaign is not passed on, used or falsified without authorisation.

6.4 Discarded promotional material and material left lying around must be collected by the customer and properly disposed of outside of the airport premises. Otherwise, FDG shall invoice the customer for the costs of cleaning the areas in question and of the disposal of the material.

6.5 The staff present at the stand during the promotional campaign must acknowledge and confirm in writing

FDG's leaflet "Conduct in case of danger".

7. Booking period

7.1 The booking period can be derived from the booking confirmation.

7.2 There is no claim to a specific sequence, a specific time of day for placement of the advertisement or a specific editorial environment for the advertisements placed.

7.3 The mere continuation of the use of the advertising vehicle beyond the booking period does not establish the tacit extension of the contractual relationship; Sec. 545 German Civil Code [BGB] does not apply.

7.4 Exclusivity or other forms of exclusion of advertising by competitors are not granted.

8. Media and production costs

8.1 The costs for media services can be derived from the booking confirmation, the costs for the production of the advertising material and the costs for the acceptance and inspection of the data, as well as for the assembly, dismantling and disposal of the advertising material can be derived from the production costs confirmation.

8.2 All amounts shown in the invoices are exclusive of statutory VAT. The invoice amount must also be paid by customers not resident in the Federal Republic of Germany plus the German VAT, since the taxation basis is the place of performance and this is therefore subject to VAT pursuant to German tax law.

8.3 The agreed services shall be invoiced to the customer at the beginning of the booking period and shall be paid for immediately, unless otherwise agreed.

8.4 Any offsetting or retention of the invoice amount is only permissible if the counterclaim has been acknowledged by FDG or legally established and has been announced in writing at least one month before the due date.

8.5 Advertising agencies/intermediaries are obliged to adhere to the media data applicable at any time or to the price individually agreed with FDG in their offers, contracts and invoices to advertisers.

If the advertising agency/intermediary exceeds the prices shown in the media data of FDG or the prices individually agreed with FDG, FDG is entitled to withdraw from the contract with the customer and to enter directly into the contract between the advertising agency/intermediary at the price shown in the media data of FDG. In this case, the advertising agency/intermediary must also pay as a contractual penalty the amount agreed in the contract with the advertiser and which exceeds the list price or individual price agreed with FDG.

9. Performance disruptions

9.1 FDG is not liable for the non-execution, delay, interruption or termination of advertising for reasons for which it is not responsible, e.g. strikes, force majeure, operational restrictions and interruptions, official orders, storms from gale force 8 Bft. etc. as well as outages or disruptions of online and mobile radio communication within the sphere of responsibility of a third party, programme outages due to technical defects outside the sphere of influence of FDG.

9.2 When booking digital media, in the aforesaid cases the order will be subsequently executed if possible. FDG's payment claim remains in force in the event of subsequent performance within a reasonable period after rectification of the fault and reasonable for the customer or advertiser. Otherwise, the contractual term shall be extended accordingly. The customer cannot derive any damages claims from this.

9.3 During promotional campaigns FDG reserves the right to assign an alternative location to the contractual partner in case of unforeseen events.

9.4 In the event of force majeure, FDG is entitled to dismantle the advertising material in advance to avert danger. The customer cannot derive any damage claims from this.

9.5 Short-term impairments of advertising do not entitle the customer to offset against counterclaims or to withhold due media costs. The customer is not released from its obligation to pay the media costs.

9.6 If advertising becomes impossible or prohibited for the aforesaid reasons, FDG shall be released from its performance obligation. Payments already made by the customer will be reimbursed; further claims of the customer are excluded.

10. Guarantee

10.1 FDG assumes no liability for the contractually conform order processing of digital bookings if the content is not supplied on time or is inadequately labelled or is subsequently modified. FDG guarantees the best possible reproduction of the content within the scope of the usual technical standards. In the event of a deficient placement of an advertisement for which FDG is responsible and which cancels or more than insignificantly reduces the value or suitability of the advertising measure, the customer is initially entitled to demand a substitute placement of the advertisement, insofar as the purpose pursued with the advertisement can still be achieved. If the substitute performance is also afflicted with substantial defects or the purpose pursued is no longer achievable, the customer can reduce the agreed price or withdraw from the contract. The customer must give written notice of any obvious defects within a preclusive period of 3 weeks.

10.2 To the extent FDG confirms coverage within the scope of the booking, the

stated coverage guarantee only applies if the content created and the layout of the advertising material have been approved in advance by FDG.

11. Liability for defects in production services

11.1 If there is a defect in the advertising material produced for the customer, FDG shall, at its own discretion, either repair or replace the advertising material ("subsequent performance"). FDG may refuse the chosen type of subsequent performance or the entire subsequent performance if it is only possible with disproportionate costs. In the event of subsequent delivery, FDG shall exchange the advertising material in question on the advertising vehicle and bear the costs required for this purpose.

11.2 If FDG is not prepared or not in a position to render subsequent performance or if this is delayed beyond a reasonable period for reasons for which FDG is responsible, or if subsequent performance fails in any other way, the customer shall be entitled to assert its rights of rescission, reduction in price and damages within the scope of the statutory provisions. An immediate termination by the customer for good cause with respect to the advertising vehicle made available due to the failure to provide the contractual use is also only permissible if FDG has been given adequate opportunity to remedy the defect and this has failed.

11.3 Claims of the customer beyond subsequent performance, the right of rescission or termination and the right to reduce the price, in particular damage claims including loss of profit or due to other financial losses of the customer, only exist in the scope of the provisions of these GTC.

12. Limitation of liability

12.1 In cases of wilful breaches of duty, FDG shall bear unlimited liability in accordance with the statutory provisions.

12.2 In cases of grossly negligent breaches of duty, FDG shall bear unlim-

ited liability in accordance with the statutory provisions. The following exception hereto applies: in case of gross negligence on the part of ordinary vicarious agents, the amount of the customer's damage claims shall be limited to the foreseeable damage typical for the type of contract, unless these are damages arising from injury to life, body or health.

12.3 In cases of breaches of duty through simple negligence, FDG shall be liable in accordance with the statutory provisions as follows:

12.3.1 FDG shall bear unlimited liability for damages arising from injury to life, body or health.

12.3.2 FDG shall bear liability limited to the foreseeable damages typical of the type of contract for other cases not covered by clause 12.3.1 in the event of a breach of a duty, the fulfilment of which is essential for the proper performance of the contract and on whose compliance the contractual partners may regularly rely (cardinal obligation).

12.3.3 FDG shall bear no liability in other cases not covered by either clause 12.3.1 or clause 12.3.2.

13. Exclusion of cancellation

A cancellation of the booking is not possible. The extraordinary right of termination is not affected by this.

FDG is entitled to demand from the customer the remuneration agreed for the media and production services for the agreed booking period, if and to the extent FDG is not held harmless by the fact that it is able to rent out the advertising location elsewhere. This also applies to the production costs if the advertising material has already been produced on the customer's behalf. Expenses saved must be offset by FDG.

14. Termination of the contractual relationship

14.1 The contract is fixed for the booking period stated in the booking confirmation.

14.2 FDG is entitled to terminate the contractual relationship prematurely with a notice period of one month to the end of the month if this is necessary for structural, traffic-related or legal approval reasons. FDG will offer the customer a comparable location, if available. If this is not possible, FDG shall reimburse the customer for the media price already paid for the originally agreed residual term of the contractual relationship. Further-reaching claims of the customer against FDG arising from a premature termination are excluded.

14.3 FDG has an extraordinary right of termination even if the advertising is not carried in the contractually specified form or in violation of the requirements of these GTC or other provisions of FDG, if it is subsequently altered without FDG's consent or if the advertising vehicle is provided to third parties.

14.4 In the event of premature termination of the contractual relationship for which the customer is responsible, the customer shall be liable for the loss of the media costs within the originally agreed booking period as well as for all further damages incurred by FDG as a result of the premature termination of the contract, if and to the extent FDG is not held harmless by the fact that it can rent out the advertising location elsewhere.

15. Actions at the end of the booking period

15.1 After the end of the booking period, FDG or third parties commissioned by it will dismantle the advertising material.

If advertising material may no longer be used after the end of the booking period, the customer must inform FDG in writing accordingly at least 14 working days before the end of the booking period.

15.2 The customer must inform FDG by the end of the booking period whether it wants have the advertising material/content handed over to it or to have it put into storage after this period. If the

advertising material is to be handed over and used further, the customer must ensure that the advertising material produced by FDG was produced specifically for the agreed location. In particular, FDG does not guarantee the suitability, load-bearing capacity and stability of the advertising material it produces by at another location. FDG shall store and keep the advertising material on a fee basis. If the customer has not requested the return of the advertising material in writing and in good time, FDG is entitled to destroy the advertising material.

16. Final provisions

16.1 Should individual provisions of the contract be or become invalid, this shall not affect the validity of the remaining provisions and the contract as well as the GTC as a whole. Rather, the contractual partners are obliged to make all declarations which are necessary to agree on valid provisions which come as close as possible in legal and economic terms to the invalid provision.

16.2 Side agreements to this contract must be in writing. This also applies to subsequent amendments or additions which are not made by legal representatives or persons authorised to represent the contractual partner.

16.3 The contract is subject exclusively to the law of the Federal Republic of Germany, to the exclusion of all dispositive provisions of international private law. The contract language is German.

16.4 Place of fulfilment is Düsseldorf. For all disputes arising out of and in connection with the contract, Düsseldorf is agreed as the exclusive place of jurisdiction to the extent legally permissible.