

**1. General information:** These general terms and conditions of business apply to all contracts of the MIC Düsseldorf GmbH (hereinafter referred to as "User") and its parties to the contract (hereinafter referred to as "Clients") concerning the following specified subject of the contract.

**2. Subject of the contract:** Subject of these General Terms and Conditions of Business are contracts (hereinafter referred to as "Contracts") between the User and Clients concerning advice on and planning of advertising measures for poster advertising (hereinafter referred to as "Poster media") and on local and long-distance public transport vehicles (hereinafter referred to as "Transport media") as well as buying advertising space for poster and transport media from out-of-home advertising companies (hereinafter referred to as "Suppliers"). Buying advertising space is done through the User in his own name at the Suppliers'. When buying advertising space for the commissioned Poster and Transport media, the Supplier's General Terms and Conditions of Business may apply. The General Terms and Conditions of Business can contain guidelines for the quality and delivery of the posters, among other things, plus other means of advertising. MIC is entitled to impose these guidelines on the Client, and MIC shall make corresponding reference to these guidelines in the confirmations of order.

**3. Poster media, Transport media:** Poster media are placards especially on the following advertising media:

- Advertising Columns (LS/AL): columns or boards for putting up posters of several advertisers at a time
- Solus Site Columns (GS/GZ): columns for putting up posters of one advertiser at a time
- Billboards (GF): boards for putting up one 9 sq m poster at a time (landscape format)
- City Light Columns (CLS/SO-GL): glazed columns for putting up two 2 sq m posters or one poster of around 4 sq m
- City Light Boxes (CLP/VI): glazed displays for one 2 sq m poster
- City Light Box Changer (CLP-W/VI): glazed display for up to three 2 sq m posters in rotation
- Mega Lights (ML/GV): glazed advertising media for up to three 9 sq m posters in rotation
- Special Billboards (SGF/SG/SG-ST): boards for 9 sq m poster at a time (upright format)
- Road Banners (BB): PVC vinyl mesh banners fixed to bridges.

The mentioned poster formats correspond to the set standards (DIN 683) of the German Standards Committee for Paper Formats (Deutsche Normenausschuss für Papierformate). The basic poster size is DIN A 1 (59 x 84 cm). All larger poster formats result from several times the basic size. An exception applies to CLP with a basic size of 119 x 176 cm. The sizes are indicated in the order Width x Height. Transport media are advertising on or in busses and trains as well as on or in other local and long-distance public transport vehicles (altogether called "Vehicles").

The Supplier is entitled to use these vehicles for advertising purposes owing to an agreement (hereinafter referred to as "Vehicle Media Contract") with transport undertakings.

**4. Confirmation of order:** Contracts come exclusively into existence in accordance with the contents of the written confirmation of order through the User. The Client's orders are fundamentally firm orders. Without this, the User undertakes to allow the Client to realise any request of rescission within the scope of possibilities specified by the particular Supplier. The User shall then immediately check the Client's written statement indicating his request for rescission/partial rescission from a placed order, i.e. from a firm order, to find out whether the rescission periods concerning the media that the User in turn had booked with the particular commissioned Suppliers are allowed. In so far as the User is entitled to any chance of rescission in accordance with the Client's request, the User shall take advantage of this within the scope of his possibilities, i.e. to realise the clients' requests for rescission/partial rescission on his part with the Suppliers, so long as this is possible and reasonable within the scope of the usual course of business. This requires that there still be at least five calendar days for the possibility of rescission as from the date of arrival of a client's request for rescission/partial rescission at the particular Supplier's.

**5. Term, plan of procedures and advertising media:** Term, plan of procedures, type and extent of the advertising media always follow the individual contractual agreement in writing. In single cases, the User reserves the right of postponing the particular advertising measure or putting it forward by up to forty-eight hours. It is possible to carry out the booking to a smaller extent any time. So long as this is known to the User, the Client is to be informed about this within a reasonable period of time and to reduce the invoice accordingly. Overbookings are only possible up to 10% of the budget if nothing to the contrary has been agreed upon.

**6. Prices for signpost media of the firm of Ströer:** So long as nothing else has been agreed upon, always the Contractor's currently valid list prices apply at the moment of concluding the contract. If the contract is automatically prolonged, then the valid list prices at the moment of prolongation apply as from commencement of this prolongation. In the event that the list prices have increased by more than 10% compared to the previous period of the contract, the Client is entitled to terminate the contract for the future without observing the time limit if the Contractor is not prepared to continue the contract at unchanged list prices. Termination of the contract must take place per registered mail with receipt of delivery, and it must have arrived within four weeks after notification of the price change.

**7. Option:** Space regulations shall **not** be accepted. However, it is possible for the User to reserve an option with the particular leaseholder upon the Client's written request. If an option cannot be realised in a particular case after previous counter-confirmation of the request through the User, the User will only be liable through his fault on these conditions.

**8. Special performances and term:** Special performances are to be agreed upon individually, for which the Client shall be charged separately. If the Client requests a poster to be changed or interrupted, its continuation shall be treated like a new order; prolongation is not considered a change.

**9. Due date and payment:** All prices are plus the currently valid VAT. Payment in the User's account must be made 14 days after commencement of the poster (A block) in the particular decade.

If there is a default in the Client's payment obligations as well as founded doubts as to the Client's ability to pay, the User is entitled – also during the term of the contract – to make further performance of the contract dependable on the prepaid amount and on the settlement of unpaid invoice amounts, without taking into consideration any terms of payment originally agreed upon and without giving the Client the entitlement to any claims from this against the User.

**10. Right of retention and set-off:** The Client's right to refuse performance is ruled out in business dealings amongst businessmen/women. The Client is not entitled to the right of retention. This does not apply in business dealings with non-businessmen/women, unless the counterclaim comes from the same contract. A set-off through the Client is only permissible if his counterclaim has been expressly declared as undisputed or if it has been found to be *res judicata*.

**11. Prepayment:** New clients consent to a prepayment of 50% for the first three orders at the moment of placing the order.

**12. Interest on arrears:** Interest on arrears is 5% above the current basic interest rate and 8% above the current basic interest rate if no user is involved in accordance with Section 288 I, II in liason with Section 247 I of the BGB [German civil code].

**13. Bills of exchange and cheques:** Bills of exchange and cheques shall only be taken on account of performance. Performance does not take place until the User can dispose of the amount; regarding bills of exchange or cheques, only when these have been cashed or finally credited. By taking bills of exchange and cheques, the User assumes no obligations concerning protest or presentation in due time. The Client bears all costs and expenses for the collection.

**14. Terms of payment:** Payments will be settled first for incurred costs and interest, and then for the main claim.

All claims of the User become immediately due, irrespective of the term of any taken and credited bills of exchange or cheques, if the date of payment is not observed or if the Client commits any other breach of contract or infringement of legal obligations, or if the User becomes aware of any circumstances that are appropriate to reduce the Client's creditworthiness.

In such a case, the User is furthermore entitled to make performances still to be fulfilled dependant on prepayments (beyond the contractual extent) or on provisions of security, and to fix an appropriate period of grace. Should this period expire without results, the User can either withdraw from the contract or claim for damages for non-performance.

In the event that the Client is an advertising broker – an advertising agency, for instance – who commissions the User with advertising measures on behalf of a customer, this Client assigns his claims to the amount of the User's claims as a security, which the User accepts.

The Client is entitled in this case to collect the assigned claims for the User if and to the extent that he ensures the collected sums are duly transferred to the User. If the Client can offer no guarantee for this, he must inform the User immediately, so that the User can proceed himself from this assigned right.

This assignment is done to secure all – also future – claims of the User towards the Client. It expires only after all the User's claims have been settled. The User is entitled to assign his claims. It is the Client's duty to inform the User immediately about any seizures or other impairments through third parties.

**15. Default or impossibility:** In the event that the User is in default with the performance agreed on by contract, the Client must grant the User an appropriate period of grace for the fulfilment. After expiry of this period, the Client can withdraw from the contract if practicability of the advertising measure has not been assured by then. Compensation for damage caused by default is ruled out.

Claims for damages for non-performance of the contractual obligations are ruled out, unless an employee with managerial functions in these business dealings with businessmen/women or some employee in business dealings with non-businessmen/women is responsible for this due to wilful or gross negligence.

**16. Force majeure occurrences:** Force majeure occurrences entitle the User to postpone fulfilment for as long as the hindrance lasts plus an appropriate starting period or to withdraw from the contract for non-performance of the part. Force majeure includes war, revolts, strike, lockout, power failure, legal, authoritative or court orders, prohibitions or obligations, particularly concerning the contents and presentation of the advertising media and other circumstances for which the User is not responsible, but which make fulfilment very difficult or even impossible for the User, irrespective of the fact whether these occurrences happen to the User or a subcontractor. In this case, the Client is not entitled to claim for damages.

The Client can, in this case, request a statement from the User who shall then declare whether he will withdraw from the contract or fulfil the same within an appropriate period of time. If the User does not make a statement, the Client can withdraw. There shall be no reimbursement for the payments in advance agreed upon per contract.

In case the order cannot be carried out according to agreement for reasons the User is not responsible (e.g. force majeure, equivalent reasons, building/demolition measures at the instigation of authorities or the owner of the site, or if the advertising media is not just temporarily not reachable), the User reserves the right of an equivalent replacement or a reduction of the commissioned placards up to 1.75% before and after the period of the commissioned placards commences. The Contractor is not liable for damage to the placards through third parties or force majeure.

**17. Defects and warranty:** Obvious defects on the Poster or Transport media bought by the User for the Client are to be put forward by the Client to the User as soon as he becomes aware of these defects, though latest three weeks after the

placard period has ended. This is to be done in writing, specifying the details, so that the User in turn can, if appropriate, put forward claims towards the Supplier. Direct assertion of defects towards the Supplier is not sufficient. The Client must check conformity with the contract without delay after commencement of the measure. Once the measure has expired, claims can no longer be put forward for this reason. The remaining warranty claims become statute barred within one year as from statutory commencement of the limitation period.

The User's liability for defects on the material made available to him by the Client, or for consequential damages from this material, is ruled out.

The User shall meet his warranty obligations either by making up for the measure within three months after receipt of the notification of defects or through a credit note.

If making up fails, the Client can demand a commensurate reduction of the remuneration. The above provisions regulate the warranty conclusively. Other warranty claims and claims for damages alike for positive breaches of contract or compensation for consequential harm caused by a defect and lost benefits next to the performance are ruled out, unless they have been expressly ensured and qualities have been guaranteed for this purpose. Advice given by the User is non-binding, so long as nothing else has been agreed upon.

**18. User's liability:** The User's liability – as well as the liability of the User's vicarious agents – no matter on what legal grounds for direct and indirect consequential damages is limited to wilful and gross negligence, the latter being limited towards businessmen/women to the extent of foreseeable damage up to double the amount of the contractual remuneration and to the group of persons mentioned under Clause 13.

In the event that legal action is taken for the violation of private or industrial property rights of a third party due to the contents or presentation of the advertising media through the advertising material made available, the User assumes no liability. The Client must indemnify the User against all claims that may be raised owing to the infringement of such third party property rights and to make a reasonable advance on any costs of litigation. In this case, the Client remains bound to pay the complete remuneration.

**19. Requirement for the written form:** Agreements, additional and collateral agreements require the written form to become effective. This also applies to cancellation of the requirement for the written form.

**20. Choice of law, place of performance and place of jurisdiction:** German law only, to the exclusion of the UN Sales Convention, also applies in legal relations with foreign countries.

Place of performance for both partners is Düsseldorf. Place of jurisdiction in the event of a dispute among businessmen/women – also in the process of a bill of exchange or cheque – is exclusively Düsseldorf.

**21. Final provision:** Should the above provisions be fully or partially of no legal force or show regulation gaps, the validity of the remaining provisions remains unaffected by this. Any ineffective provisions shall then be replaced by the currently

legal regulation that comes closest to the sense and purpose of the invalid provision in accordance with the Parties' will.

Publisher of these General Terms and Conditions of Business is the User located in **Düsseldorf**.

Düsseldorf on 01.08.2010, version 1.4