

Standard Terms of Business

1. General

The "Standard Terms of Business" form an integral part of any agreement concluded between the client and ALP Media. When placing the order, the client has noted and accepted the "Standard Terms of Business".

2. Orders, confirmation of order

Orders (placement requests) shall only be accepted in written form. The acceptance or rejection shall be in writing. Amendments to orders shall also be in writing. ALP Media reserves the right to reject orders without specifying reasons.

a) Orders (placement requests) shall be coordinated by ALP Media with the availability of the places requested, expressed in the form of a quotation and communicated to the client. They shall acquire binding legal effect following company signature by the client. Orders shall only be accepted for companies specified by name stating the brand, the product or service to be advertised. If the ALP Media client is not identical with the advertising customer (with whom in such event ALP Media by no means establishes a contractual relationship), ALP Media shall be notified of the advertising customer before placement of order. If the client is an advertising broker active for an advertising customer, the broker alone shall be the entitled party and obliged party under the contractual relationship established by him and ALP Media.

ALP Media reserves the right to reject any advertising offer received through a broker after the announcement of the client without reason. In case of such a rejection neither the advertising client nor the broker is entitled to claim against Alp Media.

b) All orders received by the relevant booking deadline shall be treated equally in the placing of advertising spaces and in the winter sports area.

3. Liability and consequential losses

ALP Media guarantees the due and timely placing of the advertisement. Claims for substitute performance and any complaints about defects may only be asserted during the running time. Force majeure such as natural disasters, extraordinary effects of weather such as periods of storms, cold and rain etc./shall release ALP Media from any liability. The assertion of consequential losses shall be excluded except in the event of deliberate or grossly negligent performance on the part of ALP Media. This shall apply in particular to the production costs of the advertisement. No liability is assumed for a specific advertising effect. The client shall alone bear responsibility for the contents and the legal admissibility of his advertisement and confirms that it shall indemnify and hold ALP Media blameless with respect to any claims that might be asserted against ALP Media in connection with the advertisement.

4. Period of operation and running time

ALP Media assumes no guarantee that the places at which the advertisements are placed in accordance with the order shall be in uninterrupted operation during the agreed term, nor that all announcements will be visible without interruption. ALP Media shall not be liable for replacing any damaged announcements or announcements not replaced in good time or wrongly replaced.

a) Unless agreed otherwise, the running time shall be the entire season of the winter sports area(s) in question, a distinction being made between summer and winter season.

b) If the order is placed later than the booking date announced to the respective advertising medium, Alp Media can not be held responsible that the advertisement will be placed/published from the actual start of season/date of display/date of first run.

c) If lift facilities or places on which or at which the client has booked advertising space suspend operations temporarily or permanently before the official end of season in the winter sports area in question, for whatever reasons, this shall not entitle the client to demand refund of a part of the advertising charge or other replacement or indemnification. This shall also apply to damaged or lost advertisements.

d) No guarantee can be given for posting taking place on a specific day.

e) ALP Media alone shall be responsible for deciding how the advertisements are to be distributed over the booked spaces.

5. Relocation of advertisements

ALP Media shall be permitted at any time to change the positions of the advertisements in order to improve the exploitation of the available advertising surfaces in the winter sports regions; this shall mean changing the arrangement or location of the advertisements.

6. Replacement advertisements

The advertisements necessary for posting, for maintaining and for relocating advertising media shall be made available to ALP Media by the client. ALP Media shall bear no responsibility for any incomplete placement caused by defects to the advertising medial advertisements.

7. Color changes

No liability is assumed for changes to the color in the advertisements as a result of the use of specific printing inks or as a result of the influence of the weather.

8. Official regulations

The client alone shall bear responsibility for the form and content of the advertisement and for compliance with official regulations. ALP Media shall be entitled to withdraw from an order already accepted if at the time of the acceptance of the order the form and content of the advertisement were unknown to ALP Media and are in breach of public morals, official regulations, etc. In such an event, the full charge for the advertisement shall nevertheless be paid to ALP Media. The client has no claim to costs or replacement demands (of any kind whatsoever) against Alp Media.

9. Confiscation of advertisements

If advertisements are confiscated for whatever reason, the client shall pay the full charge for the announcement. The client shall bear any costs for dismantling and mailing the advertisements.

10. Rejection by the public authorities

If the placement or the remaining in position of advertisements is rejected or terminated by the competent authority or by the owner of the property for whatever reason, or if ALP Media's right of disposal with respect to the property on which the announcement is made ceases to exist, any agreement in this respect shall expire. The client shall have no right of replacement whatsoever, in such an event - except in the case of the confiscation of advertisements - it shall be refunded any advance payment made for the announcement charge.

11. Exclusion of competition

No exclusion of competition can be granted.

12. Delivery of the advertisements

The timely execution of the order shall be subject not only to the timely placement of the order (4b) but also the timely delivery of the advertisements to ALP Media. delivery shall be carriage paid. Any later posting of the advertisements resulting there from shall not lead to an extension of the running time and shall not entitle the client to demand refund of part of the advertisement charge or other substitute performance or to demand indemnification.

a) Delivery dates for advertising material on Safety Bar Displays:

The number of stickers to be supplied shall be the number of booked spaces plus a 10% excess. The advertising stickers must be received by ALP Media at the latest by the time agreed in the quotation.

b) Delivery dates for advertising material on gondolas/cable cars:

The number of stickers to be supplied shall be the number of booked spaces plus a 10% excess. The advertising stickers must be received by ALP Media or the cable car company (as agreed in the quotation), at the latest, at the time agreed in the quotation.

c) Delivery dates for advertising material on Checkpoint Posters and Alpine Couches:

The number of stickers to be supplied is the number of booked spaces plus a 10% excess. The advertising stickers must be received by ALP Media or the cable car company (as agreed in the quotation) at the latest, at the time agreed in the quotation.

d) Delivery dates for advertisements for placement on Big Posters:

The number of Vinyl Frontlit Posters to be supplied shall be the number of booked spaces. The advertising posters must be received by Alp Media or the cable car company (as agreed in the quotation) at the latest, at the time agreed in the quotation.

e) ALP Media responsible for advertisement production:

If ALP Media is to handle the production of the advertisement, the client shall supply the exposure print copy on CD-Rom carriage paid to the address of ALP Media by the dates specified in Sec. 12. (a)-(d), the data supplied cannot be processed by the printers contracted by ALP Media, or if such data is faulty. ALP Media shall request a new production by the client. This shall not entitle the client to withdraw from the order. Any later posting of the advertisements resulting there from shall not lead to an extension of the running time and shall not entitle the client to demand refund of part of the advertisement charge or other substitute performance or to demand indemnification. If ALP Media



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handles the production of the advertisement, ALP Media shall invoice for the amount of the production costs and any sampling costs for the advertisements.

13. Extraordinary costs

Costs for special services e.g. packaging material, customs, mailing costs, sampling costs for the advertisements, return of unused advertising stickers, posting at dates other than those proposed for a winter sports area, etc. shall be borne by the client.

14. Assignment of advertising spaces

A sub-letting or assignment of booked spaces to third parties shall not be permitted.

15. Collective advertising

A surcharge of up to 200% can be charged for collective advertisements (advertisements advertising for a number of products and brands or services of a number of enterprises).

16. Sticker format and film quality

a) Size and type of advertisement (width x height):

Safety Bar Display 205 x 55 mm, rear glass stickers, SK-film transparency mirror-inverted

Checkpoint Poster individual format depending on location/access antenna system, digital print backlit and protective laminate inclusive adhesive tape on reverse

Big Poster individual format depending on location, digital print on Vinyl Frontlit, grammage of 450 g/m²

Alpine Couch 1550 x 550 mm, digital print backlit and protective laminate inclusive adhesive tape on reverse

Gondola/cable car individual format depending on type of cable car cabine, rear glass stickers

b) The advertisements supplied by the client must be shown to correspond with the extreme weather conditions prevailing in the Alps, i.e. they must be resistant to UV light, water resistant and temperature resistant (-60 C to +60 C).

c) If changes are observed on the stickers, the client shall upon demand by ALP Media make available the corresponding number of replacement stickers. The client shall bear the production, mailing and posting costs incurred. If the client fails to comply with the request for replacement stickers, ALP Media shall be entitled to remove the defective advertisement at the client's expense. The client shall have no right to substitute performance or indemnification.

d) Stickers and printing inks must be capable of removal without the use of solvents (with the exception of soap suds) easily and without leaving residues. In the event of damage caused to the advertising medium by printing inks or adhesive, the client shall hold ALP Media harmless.

e) The characteristics for all other kinds of advertisements and advertising media shall be notified separately.

17. Advertisements not used

Advertisements not used shall, unless the contrary is expressly agreed in writing, transfer to the property of ALP Media.

18. Advertising volume survey

ALP Media shall be entitled to notify relevant institutions of the number of sites for the advertisements posted for the client for the exclusive purpose of the advertising volume survey.

19. Data protection

The following data such as title, name and address shall be stored in connection with the business relationship between the client and ALP Media for the purpose of customer records, the sending of information material and for accounting purposes. The client's personal particulars shall only be used and communicated to the extent permissible by law. The client confirms that it consents to ALP Media using for its own advertising purposes elements reproduced in the advertisements or parts thereof.

20. Rates

The charge shall be determined on the basis of the rates applicable at the time of the issue of the order. The right to make changes to the rates shall always be reserved. All prices are exclusive of Value Added Tax and exclusive of any advertising levies and /or taxes. Only payments made directly to ALP Media shall be acknowledged.

21. Terms of payment

50% of the advertisement charge shall be payable on award of contract the remaining 50% by 30 days at the latest before posting the advertisement/first broadcast, to an account to be designated by ALP Media. The client shall bear the bank charges incurred. In the event of non-compliance with the terms of payment, ALP Media shall be entitled not to execute the order or to remove the advertisements immediately without further warning after setting a grace period of 3 days. In the event of a first placing of an order or in the event of existing payment difficulties, ALP Media can in any event demand payment of the full gross order total upon placement of the order. If this payment is not effected in time, the order shall be deemed to be canceled. If ALP Media should lose advertising revenue as a result, the client undertakes to refund ALP Media for this loss of revenue. In the event of late payment, default interest to the amount of 12% per annum plus collection costs shall be charged. The client shall not be entitled to offset counterclaims against ALP Media's claims (exclusion of compensation) unless such have been previously acknowledged in writing by ALP Media or have been determined by a court with final legal effect.

22. Broker's commission

ALP Media grants all licensed broker's a standard commission of the agreed net sum. Broker commission shall be paid to the advertising broker subject to the condition that they use such to cover their costs. If this is not the case (if part of the broker commission is passed on to the advertising) Alp Media reserve the right to reduce the broker commission accordingly. The basis for the calculation of the broker discount is the advertising price reduced by any quantity discount. The obligation for Alp Media payment of the due broker commission is with the precondition that the previously agreed announced amount was paid in full.

23. Contract tax

The client shall bear any statutory contract tax.

24. Levies and taxes

The advertising levy and Value Added Tax at the statutory rate shall be borne by the client and shall be paid to ALP Media together with the advertising price. In any event, ALP Media shall be entitled to collect the advertising levy or Value Added Tax from the client before transferring such to the revenue authorities. Advertising levies or Value Added Tax imposed at a later date by means of Revenue Office ruling shall be invoiced by ALP Media and shall be payable to ALP Media.

25. Place of jurisdiction agreement/substantive law

The location of fulfillment for the reciprocating service by Alp Media is the respectively booked winter sports areas. Alp Media and their client agree that any legal dispute relating to their contractual relationship or otherwise, is explicitly the jurisdiction of Alp Media's local responsible court (likewise, agree-international-jurisdiction of the court for lawsuits by/against clients that do not have their place of business in Austria) Furthermore, agree to the application of the Austrian substantive law in any kind of dispute.

27. Validity

The terms of business shall apply until revoked by ALP Media.