

General Terms and Conditions, as of 01/08/2020

1. General

- 1.1. The business transactions between the Customer and panorama & printkonzept ag (hereinafter referred to as Contractor) shall be based on the following terms and conditions (T&Cs).
- 1.2. These T&Cs shall also apply to all future orders of the Customer even if we do not make reference to the former in each individual case.

2. Quotations/Execution of the Agreement

- 2.1. Orders may be accepted within 12 weeks after supplying the quotation and have to be placed in writing. We shall confirm all orders in writing (order confirmation). In the absence of our written order confirmation, a purchase order shall be deemed non-existent.

3. Provision of Data/Lead Time

- 3.1. The production of the ordered advertising medium (promotional poster and the like) shall be contingent upon the complimentary provision of print-ready documents to us no later than two weeks prior to the delivery date or as agreed upon prior to the planned installation date. Post editing of image materials or other artwork that is necessary to complete documents not delivered in print-ready state shall be subject to a charge of CHF 120.00 per hour to the Customer.
- 3.2. Express/rush orders, i.e. jobs to be implemented by the Contractor within four business days shall be subject to a maximum surcharge of 50 %. We reserve the right to adjust this deadline based on the volume.

4. Installation

- 4.1. Even if fixed prices have been agreed upon as installation costs, these costs do not include expenses potentially incurred as a result of Customer's actions/wishes. This applies in particular to time, material and work expenditures the Customer is responsible for.
- 4.2. Media service charges do not include the costs of installation/removal, poster production, municipal fees, etc. The binding prices shall be those quoted in the quotation and order confirmation.

5. Prices/Terms of Payment

- 5.1. The prices in effect at the time the quotation is compiled shall apply and shall be subject to the addition of applicable value added tax.
- 5.2. In the event that the lead times should exceed three months, the Contractor reserves the right to increase the quoted prices in accordance with the price increases incurred in particular as a result of material (production) and rent price increases.
- 5.3. Invoices shall be due for payment within 30 days after the invoice date.
- 5.4. In the event of late payment, the Contractor shall be entitled to late interest fees in excess of 4 %. If higher damages should be verifiable, the Contractor shall have the right to claim these additional damages. In the event of late payment, the Contractor reserves the right to cancel the order and to charge any related costs incurred to the Customer in full.
- 5.5. The Contractor shall retain title to the goods until they have been paid in full.

6. Government Agency Permits

- 6.1. The Contractor is responsible for obtaining any necessary permits and bears the associated costs. This only applies in connection with a media fee.

7. Cancellation/Termination

- 7.1. Cancelled orders or terminations of contracts for media orders up to 16 weeks prior to the display date shall be subject to a charge of 25 % of the agreed costs; any such terminations from 15 to 12 weeks prior to the scheduled display date shall be subject to a charge of 50 % of the agreed costs and those terminate from 11 to 8 weeks prior to the display start date shall be subject to a charge of 75 % of the agreed costs. Cancellations that occur less than eight weeks prior to the display start date shall be subject to a charge of 100 % of the agreed costs.
- 7.2. Contracts for other orders that are terminated shall be billed by us based on the costs that have actually been incurred at the time of termination.
- 7.3. All cancellation/termination notices shall be effective only if given in writing.
- 7.4. The timeliness of the cancellation/termination notice shall be determined by the time of receipt by the Contractor.
- 7.5. The above-mentioned cancellation conditions also apply in the event of unforeseeable changes for which the customer is not responsible, e.g. as a result of sovereign decisions or force majeure (such as severe natural events, epidemics and/or pandemics, wars and/or terrorist attacks, disruptions within the business or with one of the various networks (electricity, internet, etc.) etc.).

8. Deficiencies/Liability

- 8.1. Production defects or deficiencies of the advertising resources shall be communicated to the Contractor immediately and in writing; within three days after receipt.

In the event of justified claims for deficiencies, the Contractor shall undertake remedial action. If the Contractor should fail to meet a set deadline for such remedial action or if the remedial action should once again fail to produce a perfect result, the Customer shall have the right to reduce the price paid (by a maximum of 15 % of the costs).

- 8.2. The Customer shall undertake to inspect any products delivered and services rendered by the Contractor within three business days and shall report any deficiencies discovered within an additional three business days in writing or via phone. If the Customer should fail to conduct a timely inspection or submit a timely claim, the delivered goods or services shall be deemed approved.
- 8.3. Colour deviations and material tolerances shall not be considered deficiencies and shall not justify deficiency claims.
- 8.4. If a binding colour swatch has not been submitted, printing shall be carried out at the risk of the Customer. Moreover, the colour results shall be adjusted to the colour hues. We will be pleased to print out colour binding swatches as print-outs at Customer's request, which shall be billed at the actual cost incurred.
- 8.5. True to original reproduction, hue values, material quality and execution/material deviations shall not be subject to deficiency claims. The Contractor shall strive to keep any deviations to an absolute minimum.

9. Warranty

- 9.1. The Contractor warrants that the advertising medium including the technical promotional equipment shall be properly installed. A warranty for the execution of the installation work on a specific day cannot be guaranteed. However, the Contractor assures the Customer that the advertising medium shall be installed for the duration of the agreed leasing term. The agreement on the monthly switch time includes a display term of 28 days.
- 9.2. The Contractor shall not assume any cost reimbursement or remedial action liability for damages to the advertising media and the technical equipment that occur during the term of the lease as a result of unforeseeable events, vandalism or theft. The Contractor does not guarantee that the advertisement will be displayed without interruption during the whole time period booked.
- 9.3. In case of unforeseen events, in particular storms with wind speeds higher than eight the Contractor shall have the right to remove any advertising posters mounted on construction scaffolding or facades ahead of time without any prior notice. Any required re-installation work and removal shall be at the expense of the Customer's. Any down times during the promotional period resulting from such situations shall not entitle the Customer to any cost reductions.
- 9.4. The Customer shall be solely responsible for the format and content of the ordered printed materials or advertising media. Moreover, the Customer shall assume liability for the non-infringement of copyrights and fair competition practices of the artwork and shall indemnify the Contractor against any potential claims for damages as well as litigation costs.
- 9.5. If the Customer should provide the Contractor with any advertising posters that have been manufactured by third parties, the Customer shall be liable for any costs or damages resulting from the fact that such advertising posters are not technically perfect or cannot be installed immediately on the hand-over date.
- 9.6. The Customer shall absorb the costs of disposal and transportation if the posters have been produced by third parties. This amount shall be billed after the display period.
- 9.7. If locations or advertising surfaces booked by the Customer should unexpectedly not be available for reasons the Contractor is not responsible for, e.g. unforeseen construction activities, structural/technical scenarios, official permission requirements or become unavailable prematurely, other available locations shall be offered to the Customer. If no other locations should be available at the time, the display period shall be deferred to a later month. We reserve the right to remove the advertising posters early in such cases. The Contractor shall assume liability only for damages caused by gross negligence or acts of intent.

10. Image and Video Material Created by the Contractor

- 10.1. The Contractor shall retain ownership of all photos and videos of the work performed created by the Contractor. The Contractor may use same for reference or sales documentation purposes on Contractor's website and in presentations made to potential and existing customers.

11. Delivery/Hand-over and Inspection of the Goods

- 11.1. The right to use as well as the risk shall transfer to the Customer upon delivery or at the time the goods are handed over to the third party designated by the Customer as the recipient.

12. Disputes/Place of Jurisdiction

- 12.1. First and foremost, the Contracting Parties shall strive to settle any disputes that arise from or in connection with these T&Cs or any annexes to the former amicably. If this should not be possible or if such efforts should fail, the Contracting Parties agree that the courts of the Canton of Municipal Basel shall have exclusive jurisdiction over the matter.