

General Terms and Conditions of contract for advertising, advertising on Airport InfoNet and promotion at Stuttgart Airport

1. General

- 1.1 These General Terms and Conditions (GTC) of the Flughafen Stuttgart GmbH apply to all advertising, promotional activities at Stuttgart Airport and advertising on Airport InfoNet.
- 1.2 As long as there is no written deviating agreement from these GTC agreed in individual cases, the following conditions are considered to be part of the contract.
- 1.3 These GTC also apply if a contractual party refers to its own terms, unless this was expressly agreed.
- 1.4 These GTC also apply to future transactions and agreements between the parties in the context of advertising, advertising on Airport InfoNet and promotion.

2. Conclusion of the contract / Scope of Contract

- 2.1 The contract is between the Flughafen Stuttgart GmbH (FSG) registered office Flughafenstraße 32 in 70629 Stuttgart, Germany and the contractor.
- 2.2 The contract is concluded by returning the signed confirmation by the contracting party to the FSG. Forwarding by e-mail or fax is sufficient.

3. Contract period

- 3.1 The contract begins and ends at the dates, which are agreed in the booking confirmation.
- 3.2 The contract shall be concluded for a period of 12 months unless there is no other contract period agreed. § 545 BGB is excluded, i.e. there is no tacit renewal of the lease.
- 3.3 If the beginning of the campaign will be delayed by circumstances the contractor is responsible for, the contract period, which is agreed in the confirmation, must be agreed mutually again.

4. Advertising material, Advertising on Airport InfoNet / Permits

- 4.1 Type and design of the advertising and the object of the advertising on Airport InfoNet must be approved by the FSG. Drafts must be submitted by the contractor in time before the start of the campaign or the spot transmission on Airport InfoNet, for approval of the FSG. The FSG is entitled to reject the advertisement for infringements of the GTC and for breach of laws and regulations. Any kind of advertising that directly violates the flight traffic and FSG principles and goals is not permitted. Orders that are religious, ideological or political in respect of their content shall not be accepted. If approval is partially or wholly refused, or granted subject to a condition, the contracting party shall not be entitled to compensation of expenses.
- 4.2 The contractor is responsible that the type and design of the advertising, the object of the advertisement and the advertisement on Airport InfoNet complies with all relevant statutory and contractual provisions, particularly those of the competition law, antitrust law and the regulation of prices. Should the contractor discover later that the way of execution, the advertising media or advertising on Airport InfoNet violates any legal provisions, he must inform the FSG immediately. The contractor keeps the FSG free of third party claims addressed to the FSG as a result of violations.
- 4.3 The FSG is entitled to suspend the advertising campaign or the advertising on Airport InfoNet, if there are indications of illegal content or in the event of moral doubts regarding such advertising, or if the advertising proves incompatible with the above regulation. In addition, FSG is entitled to terminate the order without complying with a notice period.
- 4.4 If the contractor intends to change the advertising object or advertisement or advertising on Airport InfoNet during the contract period, the approval of the FSG will be obtained.
- 4.5 The contractor is obligated to comply with fire safety requirements of the airport and has to exhibit certificates and evidence in this regard. In the design of the advertising he has to consider rules of air law and air traffic control. In addition the advertising medium, as the advertisement on Airport InfoNet must not contradict to the concerns of a public airport and the issues of the FSG in its form and conclusion.

- 4.6 Any necessary construction and aviation law permits shall be requested by the contractor and demonstrated to the FSG. This also applies to all other necessary approvals, consents and permits.
- 4.7 If not otherwise agreed, the contractor bears the costs of production, assembly, transportation, maintenance and removal of the advertisement. The maintenance includes the ongoing service and proper cleaning of the advertising media.
- 4.8 The contractor is obligated to handle the advertising object gently and with care and receive it in proper, safe and presentable conditions.
- 4.9 Damages at the advertising objects, as well as errors in the broadcasting of the spots must be reported to the FSG immediately, without obligation of the company to check the advertising object for damages. The FSG will inform the contractor about discovered damages without being obliged to check for damages.
- 4.10 Assigning rights and obligations resulting from this order, or the order itself, to third parties shall be subject to prior written approval by the other party.

5. Motor vehicles in terminals for promotional purposes

- 5.1 The advertising vehicle may not contain flammable substances. Fuels and operating materials as well as batteries are to be removed or dismantled.
- 5.2 The test certificates regarding the fire classification/behaviour (DIN EN 13501-1) of any exhibit items are to be sent to the Airport Fire Service for approval at least three weeks prior to the planned campaign start.
- 5.3 If a pedestal is set up, it must be at least 15 cm high so that it will be recognised as an obstruction including by people with restricted sight. Hazard sources (steps, sills and edges etc.) in public buildings are to be avoided. If this is not possible, the hazard point must be marked by way of a contrasting colour design, lit edges and/or the putting up of posts, tensa barriers or similar cordons.
- 5.4 With regard to the electricity supply, an inspection opening and a circuit breaker or a differential current circuit breaker are to be integrated directly at the current consumption point. This is required to avoid the risk of persons suffering an electric shock and guaranteeing quick power shut-down in the case of danger. The inspection opening must be capable of being opened by way of a triangular/square key etc.
- 5.5 The contracting party must inform FSG in good time of the precise campaign process and make arrangements for FSG to authorise such a process in writing.
- 5.6 The setting up and dismantling of the exhibition area may not have any detrimental effects whatsoever on the airport operations. All technical work and installations are to be performed professionally and by qualified personnel and by way of complying with all fire protection conditions, conditions specified by authorities and statutory regulations, and at all times harmonised with FSG.
- 5.7 Open vehicles such as convertibles with an open roof are generally not permitted unless the vehicle is equipped with special protection, e.g. a closed glass housing.
- 5.8 The vehicle must be secured and locked.
- 5.9 If a power supply is required, e.g. for the vehicle technology or lighting (LED), this is to be realised by way of an external power supply.
- 5.10 The area in front of the terminals, including the walkway, is a public transport area. Vehicles that are not licensed may not be driven there, but rather must be pushed.
- 5.11 In the terminal, vehicles may not be driven by way of their own power to the exhibition location.
- 5.12 Presentation of an electric vehicle may be approved subject to the following preconditions:
- a) The high voltage accumulator station (e.g. lithium-ion pack) must be dismantled or at least fully decoupled from the vehicle electronics. Dismantled batteries may not be stored in the airport building.
 - b) The high voltage accumulator must be completely discharged if it remains in the vehicle.
 - c) A 12-volt vehicle battery must similarly be decoupled from the vehicle electronics.

<p>d) If a power supply is required for presentation purposes, the demonstration vehicle may only be operated via an external 12-volt power supply. The transformer in that respect must be placed outside the vehicle (distance from battery loading devices at least 2.5 metres from flammable items). In that respect, the presentation company employees are to be present on a permanent basis.</p> <p>e) Transformers and electrical parts must be licensed and show proof of a test in accordance with the operating materials test according to DGUV V3.</p> <p>f) The power supply must be turned off in the event of absence of the promotion employees.</p> <p>g) The vehicle shall remain stationary during the entire presentation period (no test runs whatsoever or other vehicle movements shall be performed). In the event of disruptions (smoke development e.g. in the transformer or the smell of burning), the promotion personnel must inform the Airport Fire Service immediately on 0711 948 112.</p> <p>h) Prior to bringing the vehicle into the terminal area, you are requested to furnish proof of the non-faulty nature of the accumulator or battery block remaining in the vehicle, or confirm this, and furnish proof that these are free of technical faults such that a thermal reaction (thermal overrun) can be ruled out in the case of a stationary vehicle and disconnected power supply.</p>	<p>6.12</p> <p>6.13</p> <p>6.14</p> <p>6.15</p>	<p>Damage to electrical facilities (e.g. damaged cable and switches, formation of sparks or a smell of burning) is to be reported without delay. Damaged electrical facilities are to be withdrawn from use.</p> <p>The promotional facility must be set up such that the exits and escape and rescue routes are not obstructed. All furniture that is used in conjunction with promotional campaigns must be constructed such that everything is visible and nothing can be hidden behind it. Promotional items with built-in cupboards shall only be permitted if these can be locked. Otherwise, these will need to be kept in a suitable storage room each day at the end of the promotional campaign. If leaflets, magazines or similar products are stocked, these are to be kept in a suitable storage room each day following the end of the promotional campaign. Only the quantity required for the current day may be placed on the stand itself.</p> <p>The use or stockpiling of flammable liquids and gasses, fire-intensifying substances, pyrotechnic products or other flammable goods are prohibited.</p> <p>In setting up stands and in the context of this promotion may only be used in building materials, which are not flammable, but at least have low flammability (DIN EN 13501-1). All building materials that are used during the course of the promotional campaign (e.g. flags, roll-ups, posters and floor covering etc.) must be authorised in advance by the Airport Fire Service (lead time: at least 3 weeks). The building supervisory test certificates for the materials are to be enclosed with the application. This is not required in the case of non-flammable building materials (sheets of aluminium or steel, mineral building materials).</p>
<p>6. Promotions</p> <p>6.1 If the advertising covers promotional campaigns, the interests of the air transport must not be disturbed or hindered.</p> <p>6.2 The promotional campaign must be conducted in the way that the respective promoters behave friendly towards passengers and without disturbing flight operations.</p> <p>6.3 The provided area must not be exceeded. The action itself may only take place in this area. An extension of the action to other areas, in particular on the terminal located shop and restaurant areas is not permitted.</p> <p>6.4 The contracting party is prohibited from adopting advertising measures that are capable of having a detrimental effect on the sale of goods and rendering of services to the detriment of the tenant and airlines at Stuttgart Airport.</p> <p>6.5 In the context of this promotion the contractor may only advertise for the agreed object or services. The permission for advertising does not include the conclusion or initiation of paid on-site contracts. A sale of products is not allowed.</p> <p>6.6 The contractor is required to proof his identity as a promoter and to inform the contact person that this is an advertising promotion.</p> <p>6.7 It is not allowed to accost someone who obviously does not want to be omitted and it is also not allowed to repeat this. Harassing or intrusive behavior, address by several promoters simultaneously or the address in a place where the advertised cannot avoid or avoid only with difficulties, are prohibited.</p> <p>6.8 Before the start of the promotion the contractor is required to inform the FSG about the exact action and the action must be approved in writing by the FSG.</p> <p>6.9 The advertisement and everything which is necessary to its adjustment at the location (promotion booth) has to be produced and removed after the contract on the costs of the contractor. During the construction, implementation and reduction of the action must not be any interference with the airport operations. All technical work and installations must be accomplished professionally and by qualified personnel and in compliance with all licensing requirement and orders and statutory provisions and must always be coordinated with the FSG. In the case of the installation and operation of electrical facilities, all devices must comply with the valid VDE requirements and have the CE mark. Installations must be performed in accordance with the VDE requirements and tested prior to initial use and subsequently on a regular basis by electrical specialists.</p> <p>6.10 Welding, cutting, soldering and separating work is subject to special safety measures and written authorisation by the Airport Fire Service (permit for work in hot and dusty conditions).</p> <p>6.11 The voltage supply of electrical devices and advertising installations or exhibits as part of promotional campaigns must be capable of being interrupted without delay. This can either be guaranteed by way of a clearly visible power plug or an emergency off switch.</p>	<p>6.16</p> <p>6.17</p> <p>6.18</p> <p>7. Placing advertising on Airport InfoNet</p> <p>7.1</p> <p>7.2</p> <p>7.3</p> <p>7.4</p>	<p>The samples (flyers, giveaways, etc.) may only be handed over directly to the advertised person by the promoter. Any display of samples is prohibited on the entire airport.</p> <p>Contamination of the area is prohibited. After the action the action area itself and the passenger building must be cleaned up from the promotion items (including: flyers, etc.). Is this obligation not fulfilled by the contractor, the FSG is entitled to do this on the expense of the contractor.</p> <p>The FSG is entitled to suspend the promotion campaign, if there are indications of illegal content.</p> <p>The production of the required advertising material is the responsibility of the contracting partner. The contracting partner must provide FSG with suitable advertising material no later than seven calendar days before the agreed start of placement if nothing different has been agreed. FSG will endeavour to inform the contracting partner without delay about obviously unsuitable or damaged advertising material. FSG will assume the production of the advertising material at the request of the contracting partner at its expense or at the request of the contracting partner make necessary adjustments to unsuitable advertising material at its expense.</p> <p>For the agreed period the advertising times for the contracting partner are permanently reserved. If advertising documents are not supplied or not supplied in time or if at the delivery deadline FSG has only received unsuitable material, FSG shall be released from its duty to perform until the contracting partner has submitted suitable material to FSG. The contracting partner shall remain obliged to pay the agreed remuneration however. FSG shall make allowances for achievable benefits arising from the discontinuation of its duty to perform. If the advertising can still be carried out in parts before the expiry of the agreed advertising period, FSG will carry out the placement for the remaining time.</p> <p>In the event of advertising on Airport InfoNet, there is no entitlement to a certain sequence or a certain editorial environment or specific day-time placing unless this was expressly agreed upon.</p> <p>The advertising material supplied by the contracting partner will be returned if the contracting partner requests this in writing by no later than the start of the placement time. Advertising material that is not claimed back during this period will be transferred without compensation into the ownership of FSG and can be disposed of by FSG.</p>
	<p>8. Cancellation</p> <p>8.1</p>	<p>The FSG is allowed to cancel the contract at any time, if this is necessary for construction, security, traffic or other important reasons. In case of an early cancellation the FSG will refund the money of the fee in relation to maturity to the contract period. Any further claims by the customer are excluded.</p>

8.2	In the event of early termination, the FSG has the right to dispose the advertising space without prejudice to a clearing by the contractor.	12. Fee	
8.3	In case of performance loss according paragraph 20.1 in an uninterrupted period of 3 months the contractor is entitled to terminate the contract. As of the end of the contract, number 7.4 sentence 2 shall apply accordingly.	12.1	The agreed rates must be paid, unless otherwise agreed, in advance for the entire term of the contract, unless otherwise agreed. In the first month the rent is due with full provision of advertising space. If the contract is closed not on the first day of a calendar month, the fee for the first month is calculated as the proportion for the remaining days of the month, beginning with the making available of the advertising space. Incidental expense can be billed separately.
8.4	The right of the instant dismissal of the FSG still remains. However there should be (unless it is unreasonable or impracticable) a threat of elimination or prevention at least one week before the final cancellation. An important reason for the FSG is in particular, if		The fee is also payable uncut if the beginning of the campaign reschedules in accordance with number 3.3.
	a) the contractor is in default with the payment of the fee more than one month. The same applies if the contractor is in default with a rental rate due to more than one month within an agreement which differs to number 12.1 of any agreement.	12.2	Insofar as a payment period is not agreed upon, invoice amounts are payable within 10 calendar days following invoicing. The day on which payment is received is authoritative in respect of timely payment.
	b) about the assets of any party the insolvency proceedings is opened. Especially if the insolvency proceedings has been rejected due to a lack of insolvency assets.	12.3	In the case of delay of payment default interests have to be paid. The rate of interest is (8 %) above the base rate. The delay does not require a reminder of the FSG.
	c) the party does not comply other essential contractual obligations despite warning.	12.4	There are no cash discounts.
	d) the contractor subleases or leaves third parties the hired item in violation of number 17 for use. In this case, the FSG is entitled to claim damages.	12.5	A commission for the agency for the placement or the conclusion of a contract only accrues due to written agreement in the order confirmation. If the contract is not or not completely fulfilled the agency commission must be eliminated or reduced accordingly.
	e) the party violates number 6.1 to 6.3. In this case, the FSG has the right to cancel the promotion campaign immediately. A refund of the fee will not occur.	12.6	The FSG has the right to require a guarantee of the contracting party for up to that point callable and future charge during the term of the contract.
	f) the other party violates the airport rules and regulations or the fire safety regulations seriously or repeatedly.	12.7	A short-term impact of advertising does not entitle the contractor to a reduction of payment.
8.5	A right of withdrawal is excluded unless the contracting party is a consumer within the meaning of Section 13 of the German Civil Code.	12.8	All prices are net prices to be paid plus the statutory VAT.
8.6	The duration of the contract is stated in the contract and the contract cannot be terminated during this period. If the contract has been concluded for an unlimited time period, it can be terminated by giving three months written notice to the end of a month. The right of termination for material reason shall remain unaffected.	12.9	The FSG is entitled to bill all costs for other agreed services pro rata, in a lump sum or in proportion to the valid rate of the FSG.
8.7	Notice of termination must be given in writing.	12.10	Offsetting or a right of retention of the contracting partner is excluded unless this involves claims that are uncontested or have been upheld in a court of law.
9. Agencies and brokers	Orders placed by agencies/brokers are only accepted for advertisers referred to by name among the product group. The ordering party must on the request of FSG prove that a corresponding order has been placed.	12.11	FSG is entitled to offsetting and retention rights as well as pleading non-fulfilment of the contract to the extent allowed by law. FSG has in particular the right to retain due payments as long as it is still entitled to claims for incomplete or defective performance against the contracting partner.
	With the order placement the agency/broker assigns the claims against its customers from the advertising order on which the claim is based to FSG where that they are the subject of the order in question. FSG herewith accepts this assignment (assignment for security). It is entitled to disclose this to the customers of the agency or the broker if the claim is not settled within one month of due date.	13. Copyright	FSG is entitled for publication purposes, in particular for the purpose of advertising, marketing, corporate communication and image building to use photos, extracts and artistically manipulated motifs from the advertising placement. For this purpose the contracting partner shall grant a simple right of use to the advertising placed by it as well to the advertising published by it.
10. Exclusion of competitors	Exclusion of competing trade rivals cannot be granted.	14. Lien	The FSG has the right of lien on all objects and advertising objects of the contractor.
11. Termination of Contract		15. Third party property rights	
11.1	Upon termination the contractor has to remove and dispose the advertising or promotional material on the last day of the term of the contract properly. If the contractor fails to comply with this obligation, the FSG is entitled to make the removal at the expense of the contractor.	15.1	The contractor is required to abide and verify all property rights of third parties (for instance copyrights, license rights, patent rights) in connection with the campaign and the advertising.
11.2	FSG may specify the additional period for removing the advertising material as early as prior to the end of the contract if it is clear that the contracting party shall not perform the due work by the end of the rental period. Continuing the contractual relationship is not associated with setting an additional period. During the additional period, the contracting party undertakes to pay compensation in the sum of the agreed rent. This does not affect FSG's further-reaching claims.	15.2	The FSG is not liable for violations of the contractor of rights of third parties. The contractor shall indemnify the FSG of claims in this context.
11.3	The contractual relationship shall not be extended for an unlimited period of time if use of the rented property is continued following the end of the term of contract. Section 545 BGB (German Civil Code) does not apply.	16. Legal duty to maintain safety / insurance	
		16.1	The contractor has the duty to maintain safety for all advertising sites. This also applies in the case of promotion actions and for advertisement on Airport InfoNet.
		16.2	The contractor is required to contract all necessary insurances to perform his obligations of the contract and general contract conditions. He has to demonstrate this at the request of the FSG.
		16.3	A property insurance is recommended.

17. Subletting

Subletting or granting of permission to use the premises to third parties is prohibited unless it was agreed upon case by case basis.

18. Exclusive rights

Exclusive rights to the FSG or third parties – including to competitors of the party – are not created.

19. Liability

19.1 The contractor assumes the unlimited liability and the duty to maintain safety for the advertising equipment, their installations and their operation, both internally to the FSG, its vicarious agents, such as employees or agents, as well as to third parties. To this extent, the contractor provides the FSG free from any claims, even if they are claimed by third parties against the FSG.

19.2 The FSG is not responsible to the contractor for care and custody requirements. The general security of the airport accomplished by the FSG does not create any performance obligations, responsibility or liability to the company, its visitors or customers.

19.3 The FSG is not liable for interruptions of the benefits utilized by the company or the dysfunction of any other used equipment and the resulting damages.

19.4 The FSG is also not liable for the failure to execute, delay, interruption or termination of the placement of the advertisement and promotion for reasons that are not attributable to the FSG (e.g. strikes, force majeure etc.).

19.5 Disturbances or interruptions of any kind and any cause of air traffic or airport operations do not constitute any damages or compensation claims against the FSG. This also applies to disruptions in air traffic by a partial or complete blocking of air operations areas required for construction.

19.6 The FSG assumes no liability for damages resulting from violations of public regulations, violation of the Airport Rules and Regulations or instructions or directives of the FSG.

19.7 The liability of the FSG is limited to essential contractual obligations. These are the provision of rental property and contractual use.

19.8 Incidentally the liability of the FSG for breach of other obligations, tort and breach of contract or negligence in signing the contract is limited to gross negligence and willful misconduct (e.g. no loss of profit).

19.9 In the event of culpable - neither intentionally nor through gross negligence - breach of essential contractual obligations, the liability of the FSG is limited to contractually typical, foreseeable damages. This is a maximum limited to three times of the contract value.

19.10 All limitations of the liability of the FSG do not apply if it is about the loss of life and limb.

19.11 A no-fault liability under § 536 a) BGB is excluded.

19.12 The contractor shall be liable for illegal subletting or transfer for use in accordance to number 17 for incurred loss of the FSG. In this regard the contractor shall decadenze the FSG from claims of third parties.

20. Disturbances in performance

20.1 If owing to a not only short interruption, suspension or to any other major limitation of the entire airport operations due to renovation work, the advertising showcase does no longer serve its purpose all or part, for this time the company is entitled to a corresponding liberation of a still unpaid rent or refund of the prepaid rent.

20.2 Further claims for damages or loss of the company do not exist.

21. Further regulations

In addition to these general terms and conditions the Airport Rules and Regulations, the fire safety regulations and the payment order with AVBlTV and the Privacy Statement of Flughafen Stuttgart GmbH are part of the contract in its current form. These are available at:

www.flughafen-stuttgart.de/agb-sonstige-regelwerke and

www.stuttgart-airport.com/privacy-statement

22. Ineffectiveness of individual provisions

If any provision of these Terms and Conditions be or become invalid in part and in whole, this shall not affect the validity of the remaining provisions of these terms and conditions. The parties commit themselves to replace ineffective regulations by new regulations contained in the ineffective regulations are to be fair in a legally permissible way. The same applies to the contract contained loopholes. To overcome such omissions the parties commit to compile and include suitable regulations, which are consistent with the sense and purpose of the contract, and which would have been included by the parties if the point had been considered by them.

23. Applicable Law / Place of Performance / Jurisdiction

23.1 The laws of the Federal Republic of Germany shall apply for all legal relationships and disputes relating to contracts about advertising and promotion. In interpreting this provision, the German version shall prevail.

23.2 The exclusive place of performance for both parties is the registered seat of the FSG.

23.3 The exclusive place of jurisdiction for both parties is Stuttgart, Germany.

Stuttgart, 30.11.2018

Flughafen Stuttgart GmbH