

General Terms and Conditions of the Flughafen Düsseldorf GmbH for the use of DUS AD WALK

1. Object:

Contracts for the placing of advertising on DUS AD WALK are subject exclusively to the following terms and conditions of business. Deviating conditions of the customer not explicitly recognized by Flughafen Düsseldorf GmbH (FDG) shall not be binding, even if specified in the customer's written order.

2. Prices, Payment Terms, Invoicing:

2.1 The prices specified in the agreement, plus the value-added tax applicable at the time of invoice, shall be definitive.

2.2 The agreed remuneration will be invoiced in full on expiry of the advertising program and is payable by the customer within the payment period specified on the invoice.

2.3 The date of receipt of the remittance shall be definitive in determining promptness of payment. In the event that the customer goes into arrears of payment, interest for arrears shall be payable from the date the customer goes into arrears at a rate 8% above the respective base rate of the European Central Bank. Furthermore, FDG shall be entitled to use the advertising time for other purposes.

2.4 Any offsetting or withholding of rent shall only be permitted if FDG has recognized the counterclaim, or the counterclaim has become legally enforceable and has been notified in writing at least one month before falling due.

2.5 German value-added tax shall be payable in addition to the rent even for customers based outside the Federal Republic of Germany, as the place of service provision is definitive and the rent is therefore subject to value-added tax according to German fiscal law.

3. Receipt and Quality of Advertising Material:

3.1 The customer is responsible for timely delivery of defect-free advertising material. Except where agreed otherwise, the advertising material for all orders is to be delivered to the producer (INFOSCREEN GmbH) at the latest 7 days prior to the first placement date. INFOSCREEN will notify the customer forthwith of any apparently unsuitable or damaged material.

3.2 The advertising times are firmly reserved for the customer for the agreed period. Where advertising materials are not delivered, or not on time, or where INFOSCREEN has only unsuitable material at hand, FDG shall be exempted from its obligation to provide service. FDG shall retain any benefits arising through, or achievable because of, the exemption from its obligation to provide service. In the event that the advertising program can be conducted prior to expiry of the agreed advertising period, FDG shall place the advertising for the remaining time.

4. Cancellation:

The customer may withdraw from the agreement without costs by written declaration up to a maximum of six weeks (receipt by FDG) prior to the agreed commencement of contract. The following costs will be charged for later cancellations (based on the total rent):

Less than six weeks prior to commencement of

contract = 25%

Less than three weeks prior to commencement of

contract = 50%

Less than one week prior to commencement of

contract = 80%

5. Copyright:

5.1 The advertising idea for an advertising placement on DUS AD WALK developed on behalf of the customer by INFOSCREEN, and the computer graphics realization of an advertising idea, are protected works under copyright law. The customer shall be entitled against payment of a usage fee to also use such works for advertising in another medium.

5.2 FDG and INFOSCREEN shall be entitled to use photographs, extracts and artistically alienated motifs of the placed advertising for publication purposes, in particular for the purposes of advertising, marketing, corporate communication and image building.

6. Advertising Content:

6.1 Any type of advertising in contravention of applicable legislation or provisions of public law, or which is directly aimed against the principles and objectives of aviation and/or FDG, is not permitted. Advertising directed against local public transport is also not permitted, as INFOSCREEN operates a large number of screens in this area. Advertising for airlines not departing from Concourse A and for other airports may only be shown with the prior permission of FDG.

6.2 Should any justified legal or ethical concerns concerning this advertising, because of the content, the origin or the form of the advertising, exist at the beginning of the placement, or arise during the placement, or should the advertising prove to be incompatible with the provisions of paragraph 1 above, FDG shall be entitled to end the placement forthwith and to terminate the contract for the advertising placement with effect at the time the placement was ended.

6.3 Irrespective of this right of FDG, the customer is solely responsible for the legality of his advertising program and explicitly indemnifies FDG against all claims of third parties arising from the content of the advertising, and especially those arising from breaches of copyright or violations of competition law.

7. Competition:

No exclusion of competitors can be granted.

8. Placing Time, Placement, Locations:

The customer's advertising programs will be placed according to the agreed placement times within the DUS AD WALK daily cycle. No rights to a certain sequence or specifically timed placement shall be derived.

9. Warranties:

FDG guarantees placing of the advertising programs as contractually agreed. In the event of a fault in the placement, for which FDG is responsible and which impairs the value or the suitability of the advertising program, or limits it not substantially, the customer shall initially be entitled to demand a substitute placement insofar as the purpose pursued by the advertising can still be achieved. In the event that the substitution is significantly faulted or the pursued goal is no longer achievable, the customer may reduce the agreed price or demand annulment of the contract. The customer shall serve notice of visible defects within an exclusion period of 3 weeks.

10. Liability, Delays, Impossibility:

10.1 FDG shall not be liable for the legality under competition or trademark law or the eligibility of the advertising material for registration.

10.2 FDG shall be liable in full only in the event of gross negligence or intentional breach of contract on its own part by managers, employees or contractors, or in the event of death, injury or damage to health. Moreover, FDG shall be liable for any culpable breach of significant contractual duties, whereby the amount shall be limited to reimbursement of the typically foreseeable loss. The limitation to reimbursement of the typically foreseeable loss shall also apply in the event of ordinary negligence to damages claims by the customer arising from delayed performance for which FDG is responsible, or to impossibility of performance for which FDG is responsible.

11. Return of Advertising Material:

INFOSCREEN shall store the customer's advertising material until the end of the advertising program. Except where the customer has requested return in writing by this date, INFOSCREEN shall be entitled to destroy the material.

12. Force Majeure, Industrial Disputes:

FDG shall be exempted from providing service in the event of force majeure or strikes insofar as performance becomes impossible. In other cases, the service time shall be extended to the appropriate extent. The customer shall derive no rights to damages from such situations. FDG may only plead the circumstances named here if the customer has been notified forthwith. Should FDG fail to do so, the legal consequences in favor of FDG shall not become effective. Insofar as FDG is exempt from its obligation to provide service, it shall refund forthwith any payments already made by the customer for services no longer to be provided.



13. Miscellaneous:

13.1 With respect to charging of the services provided by FDG or INFOSCREEN, advertising agencies/brokers shall be obliged in their offers, agreements and settlements with the advertising party to adhere to the FDG price list or the price individually agreed with FDG and, at the same time, to agree a right of entry for FDG as described below. On request, the relevant terms agreed with the advertising party are to be disclosed to FDG.

13.2 Should the advertising agency/broker exceed the FDG prices, FDG shall be entitled to withdraw from the contract and enter directly into the contract between advertising agencies/brokers and advertising parties. Furthermore, handover of the amount by which the price in the agreement with the advertising party exceeded the list or individual prices agreed with FDG shall be due as a contract penalty in such cases.

14. Final Provisions:

14.1 Ancillary agreements to the contract must be in writing. The same applies to retroactive amendments or addenda, which were not made by the legal representatives or by persons empowered to represent the contract parties.

14.2 Should individual provisions of the contract be or become invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, the ruling that comes closest to representing the financial intent of the invalid provision shall be deemed agreed.

14.3 The agreement is subject to the law of the Federal Republic of Germany. Where legally permissible, the place of performance and place of jurisdiction for all disputes arising from and in connection with the contract is Düsseldorf.

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Flughafen Düsseldorf GmbH