

General Terms and Conditions of the Flughafen Düsseldorf GmbH for the provision and use of advertisement locations

The following terms and conditions apply to agreements on the provision and use of advertisement locations on the premises of the Flughafen Düsseldorf GmbH (FDG). These terms and conditions also apply to future business relations. Deviating, contradictory terms and conditions do not form part of the agreement, even if they are known of by FDG, unless their application is expressly consented to in writing.

1. Subject matter

1.1 Within the scope of the agreement the FDG provides the tenant with the advertisement location to affix advertising as well as the advertising media, inasmuch as is already available. The tenant is authorised to affix advertising and to contract third parties to do so, inasmuch as no deviating agreements are made.

1.2 The FDG provides and maintains the advertising media, inasmuch as nothing to the contrary is stipulated in the individual agreements. The FDG shall also bear the operating costs, such as especially the costs for electricity, maintenance and cleaning of the advertising media, inasmuch as no deviating agreements are made.

1.3 The advertisement location is subject to change or the advertising may be removed for reasons of structural engineering, construction progress, or licensing. The FDG will promptly inform the tenant thereof and, subject to availability, provide other locations of the same or similar quality in the case of removal. Should this not be possible, both parties to the agreement are released from their contractual obligations.

1.4 Alterations to the advertising media and subletting and/or provision of the advertising media must be consented to by the FDG.

1.5 Any licenses required by the construction supervisory agencies or other agencies are to be obtained by the tenant. The FDG will provide active support thereby if it becomes necessary.

2. Alterations to advertising

2.1 The tenant is responsible for the production as well as the timely and complete delivery of suitable advertising.

2.2 In producing the advertising the tenant is to adhere to the directions of the FDG and special characteristics stipulated in the agreement with regard to size, thickness, type of material, etc. and ensure that the delivery to the address provided by the FDG is arranged.

2.3 The exact dimensions of the advertisements are to be taken from the tenant. The dimensions mentioned in the agreement are only gross dimensions and cannot be used as a basis for the production of corresponding advertising.

2.4 The advertising must fulfill the legal and official requirements, especially the provisions and requirements under fire protection laws.

3. Content of the advertising

3.1 Any type of advertising that contradicts applicable laws, official provisions, or public policy, or which is directly meant to contradict the principles and objectives of air transportation as well as the concerns and interests of the FDG is not allowed. Advertising for other air transportation companies as well as other content from the area of touristic and transportation must be consented to by the FDG.

3.2 The FDG reserves the right to deny consent for advertising because of their form, color, design, or content and to remove advertising that have already been affixed, especially if the advertising does not fulfill the provisions of these terms and conditions. The denial or removal of the advertising for the above mentioned reasons does not release the tenant from the obligation to pay rent.

3.3 The FDG is authorised to have affixed advertising that does not conform with the provisions removed at the costs of the tenant and/or to demand that the advertising is altered to correspond with the provisions. The removal of the advertising for the above mentioned reasons does not release the tenant from the obligation to pay rent, unless the alterations would be unreasonable because of a substantial adverse effect on the advertising.

3.4 The FDG is not liable for any claims of the tenant or third parties that may arise due to the denial, termination, removal, or alteration of the advertising. The tenant has no other claims (for damages) against the FDG.

3.5 The tenant is responsible for the content and the legal admissibility of the advertisement and expressly indemnifies the FDG from all claims of third parties that can arise under legal provisions, especially infringements of copyright, personality, and competition law.

3.6 The exclusion of competitors at the respective location is not assured.

4. Term of the agreement

The beginning and the term of the agreement are based on the provisions in the individual agreements.

5. Rent, payment conditions

5.1 The amount of rent for the advertisement location and the advertising media, as well as the payment conditions are based on the provisions in the individual agreements. The rent mentioned there is calculated as the net price plus VAT.

5.2 In as much as the stipulated rent is calculated without VAT for tenants located abroad, the FDG reserves the right to at any time subsequently charge the respective amount of VAT provided for by law in the event that the corresponding provisions of the fiscal authorities change.

5.3 The stipulated rent applies for the first contractual period. At the beginning of an additional contractual period the contractual prices will apply that are respectively published by the FDG and of which the tenant will be informed in writing should these be altered at latest three months before the new contractual period begins.

5.4 The FDG reserves the right to draw in the rent from the tenant bank account by way of a money transfer order. The tenant gives express consent to this method

of payment and will make the corresponding declarations upon request by the FDG.

5.5 In the event that the tenant defaults with the payment of the rent, default interest amounting to 8% above the respective base interest rate of the European Central Bank is to be paid.

5.6 Claims that are not undisputed or not finally recognized may not be offset, nor may the rent be withheld.

6. Impairment of performance

6.1 The FDG is not liable in the event that the advertising is impaired for reasons of force majeure (i.e., strike, operating restrictions, operating interruptions, official orders, storm with a wind strength exceeding force 8 Bft, etc.) or other reasons for which the FDG is not culpable. The same applies in the event that the advertising is impaired or ceases because of official order, loss, theft, or damage.

6.2 Short-term impairments of the advertising entitle the tenant neither to offset with counterclaims nor to retention of rent due. The tenant is not released from the obligation to pay the rent.

6.3 In the event that the advertising becomes impossible for the above mentioned reasons or is completely or partially prohibited, the FDG is released from its contractual obligations. Payments made by the tenant will be reimbursed; other claims of the tenant are excluded.

6.4 In the event of force majeure the FDG is authorised to demount the advertising beforehand to prevent danger. The tenant can derive no claim for damages on this basis hereof.

6.5 Any impairments of performance for which the tenant is culpable, especially the omission or delayed affixation of the advertising, has no effect on the term of the agreement. The tenant remains obliged to pay the stipulated rent. In this case the FDG is authorised to use the intended location otherwise to minimize damages. The FDG will allow for the deduction of the advantages gained. In the event that the advertising can still be partially executed before the stipulated rental term expires, the FDG will provide the location for the remaining time.

7. Liability

7.1 The FDG is liable without restriction for intent and gross negligence. In the event of impaired performance because of slight negligence, pre-contractual or ancillary breaches, the liability of the FDG is excluded, unless cardinal contractual obligations are breached. In these cases the liability of the FDG is limited to the compensation of foreseeable damages. The limitation to the compensation of foreseeable damages also applies in the event of slight negligence for claims of the tenant that are based on delayed performance caused by the FDG or on the impossibility of performance caused by the FDG.

7.2 The liability of the FDG is otherwise limited to the annual rent; the FDG is not liable for damages that exceed this amount. The tenant is to indemnify the FDG from all damages that arise with respect to the advertising.

8. Other

8.1 Advertising agencies/brokers are obliged to adhere to the price list or the price individually agreed upon with the FDG in its offers, agreements, and invoices with the advertising customers. In the event that these are not met, the FDG is authorised to rescind the agreement and to enter directly into the agreement between the advertising agency and the advertising customer. In addition, in this case the amount, which forms the basis of the agreement with the advertising customer exceeding the list and/or individual price agreed upon with the FDG, becomes due as a contractual penalty.

8.2 The FDG is authorized to use photographs, details, and artistically altered motives of the advertising for the purposes of publication, especially for advertisement, marketing, company communication, and image.

8.3 The tenant is to adhere to the fire safety regulations that apply at the Flughafen Düsseldorf as well as the Conditions for Use of the Airport, and to inform its personnel and agents correspondingly. The fire safety regulations and the Conditions for Use of the Airport are provided to the tenant at the beginning of the tenancy relationship.

9. Cancellation

The tenant can cancel the agreement in writing up to a maximum of six weeks (receipt by the FDG) before the stipulated begin of the agreement. In this case no rent will be calculated. The following rules apply to short-term cancellations:

- For cancellations / order cancellations less than six weeks before contract begin 25% of the rent will be charged;
- For cancellations/order cancellation less than three weeks before contract begin 50% of the rent will be charged;
- For cancellations/order cancellations less than one week before contract begin 80% of the rent will be charged.

10. Termination of contractual relations

10.1 The agreement can be terminated by both parties with a notice of one month to the end of the month. In the event of agreements with a term of more than six months the agreement may only be terminated with a notice of three months to the end of the month. The termination must be made in writing.

10.2 The FDG is authorised to terminate the contractual relationship regardless of its term with a notice of one month to the end of the month, if this is necessary to do so for reasons of construction or transportation technology. In particular, modifications and development work may result in the loss or impaired visibility of advertisement locations and thus require a short-term termination and/or alteration of the rental agreement. In this case the FDG will reimburse the tenant for the rent already paid, inasmuch as it exceeds the period of the premature termination of the agreement. Other claims of the tenant against the FDG arising from the premature termination are excluded.

10.3 The right of both parties to the agreement to terminate the agreement for important reason remains unaffected. The FDG can, in particular, terminate the agreement without notice if the tenant defaults with the payment of the rent for two months, the advertisement is executed in a form contrary to the stipulated form, the advertising is altered without the consent of the FDG or the advertising media is sublet. In these cases the FDG will have the advertising removed and/or neutralised at the costs of the tenant. The FDG is authorised to provide the advertisement location elsewhere.

10.4 An extension of the contractual relationship in the event that the use is continued beyond the expiration of the rental term is excluded.

11. Settlement of the contractual relationship at its end

11.1 After the agreement has ended the tenant is to remove the advertising without request and to leave the space used in its original form at its own cost.

11.2 In the event that the tenant does not adhere to this in spite of a deadline set by the FDG, the FDG may remove or have removed the advertising at the costs of the tenant.

11.3 The tenant will be charged a usage fee amounting to the stipulated rent for the advertising time used that exceeds the contractual term until the advertising is finally removed.

12. Final provisions

12.1 Alterations and/or modifications to the agreement or these terms and conditions must be made in writing.

12.2 In the event that individual provisions of the agreement be or become invalid, the validity of the remaining provisions shall remain unaffected. Instead of the invalid provisions, the rules shall be deemed to have been stipulated that is most similar to the economic purpose behind the invalid provision.

12.3 The agreement is subject to German law. Düsseldorf is deemed to be the stipulated place of performance and place of jurisdiction for all disputes arising under and in connection with the agreement, inasmuch as is allowed by law.

12.4 In the case of dispute the German version of these terms and conditions shall have priority over their translation into English.

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Flughafen Düsseldorf GmbH