

# The General Terms and Conditions of VBZ TrafficMedia.

These General Terms and Conditions (GTCs) govern the relationship between the renter of VBZ advertising space (client) and the City of Zurich, represented by the Verkehrsbetriebe Zürich (Zurich Public Transport – VBZ), VBZ TrafficMedia. Provisions to the contrary are only valid if expressly agreed to by both parties in writing.

**1 Quality and content of the advertising material** The client shall inform VBZ about the character of the intended advertisement. Advertising of a political nature, for alcohol or tobacco or with texts and images that may offend passengers or may be seen as discriminatory shall not be accepted. The advertising material is to be delivered to VBZ TrafficMedia for approval in electronic form. To ensure a clean and sound presentation, damaged or improperly produced advertising material will not be accepted or will be removed.

**2 Legal provisions** The client shall be solely liable for the consequences of non-compliance with statutory requirements regarding content and presentation of the advertising material (copyright law, trademark protection, unlawful competition, Therapeutic Products Act etc.).

**3 Withdrawal from the contract** Should the authorities or VBZ prohibit placement of advertising material or if such cannot be carried out as agreed due to regulatory or technical restrictions, VBZ shall be entitled to withdraw from the contract without indemnity.

**4 Placement** Advertising material shall be distributed evenly throughout all vehicles at the discretion of the VBZ. The same holds for the specific placement within the vehicles. VBZ reserves the right to relocate ads to other vehicles should this become necessary for operational reasons. In the placement of advertising, VBZ is not able to guarantee exclusion from the ads of competitors.

**5 Postponement** Postponements of the placements for operational or technical reasons shall not entitle the client to compensation or early withdrawal from the contract.

**6 Interruption** Should an exterior advertising campaign be interrupted by VBZ for more than four weeks for operational or technical reasons, the campaign will be automatically extended by the corresponding period of time. Such an interruption shall not entitle the client to compensation or early withdrawal from the contract.

**7 Substitutions** Substitutions of advertising material can be arranged in consultation with VBZ. Any additional costs arising from such substitutions shall be borne by the client.

**8 Replacement** For longer-term or recurring advertising campaigns, the client is responsible for supplying replacement material.

**9 Damages** VBZ does not accept any liability for damages to advertising material attributable to third parties or force majeure. VBZ will replace damaged advertising material if the necessary replacements are available. Otherwise the damaged material will be removed. The corresponding costs of replacement shall be borne by the client.

**10 Complaints** Complaints regarding the presentation of advertising should be brought forward by the client during the advertising period or period of rental. After this period, complaints will no longer be accepted.

**11 No return of advertising material** After completion of the placement period, VBZ shall dispose of any remaining advertising material, absent any arrangements to the contrary.

**12 Sublease/transfer** Subleases and transfer of rights from this contract to third parties are not permitted without written approval of VBZ TrafficMedia.

**13 Terms of payment** The rental fee plus all ancillary costs for the selected rental period shall be due prior to the start of contract. Payment must be made within 30 days of the date of invoicing. The client acknowledges that delayed payment shall incur interest charges of 5% and a reminder fee of CHF 20. In cases of non-payment or late payment, VBZ reserves the right to make the reserved advertising space available to other parties without any further notice. This does not relieve the client of its contractual obligations. In this instance, the placement of the advertising will be delayed or suspended at least until payment is received for the amount due.

**14 Changes in fees** The effective rental rate and any ancillary costs are determined by VBZ's fee schedule valid at the time of invoicing. The client is only entitled to withdraw from the contract when rates increase by more than 5% in the period between invoices or between conclusion of the contract and the first invoice.

**15 Value-added tax** Value-added tax will be separately invoiced as per the applicable tax rates.

**16 Cancellation** The client can partially or wholly cancel the rental contract without indemnity provided the client informs VBZ TrafficMedia of the withdrawal by registered letter at least 11 weeks prior to the start of contract. In all other cases, cancellation shall incur the following costs:

- 10 or more weeks prior to start of contract 5% of the invoice amount
- 9 to 7 weeks prior to start of contract 10% of the invoice amount
- 6 to 4 weeks prior to start of contract 50% of the invoice amount
- 3 weeks or less prior to start of contract 100% of the invoice amount

**17 Termination** Yearly or multi-year contracts can be terminated in writing with a notice period of 3 months. In the absence of a termination, the duration of contract shall be automatically extended.

**18 Conditions of execution/delivery** The conditions of execution and delivery form an integral part of the contract. Non-delivery or deliveries that are late or otherwise contrary to the terms of contract do not relieve the client of its payment obligations. The advertising spaces shall be rented to another party without any further notice.

**19 GTCs** VBZ reserves the right to make changes to the GTCs at any time.

**20 Place of jurisdiction** Place of jurisdiction for any disputes arising from the contract is **Zurich**.