

## General Terms & Conditions

### 1. General

The following terms in these General Terms and Conditions (GTC) shall be defined as set forth below:

'advertiser': the client of Alpdest in the event of an agreement, being the principal or otherwise, the individual/entity on whose behalf the advertisement is made; 'services to be performed': the services to be performed by Alpdest (or which Alpdest is to have performed) such as the posting of advertisements (OOH, DOOH) as well as other services to be agreed by the parties; 'Alpdest': Alpdest Services AG, CH-5034, Suhr, Switzerland, Alpdest GmbH, Schwaz, Austria.

'Advertising message/advertisements': any and all means by which an advertisement can be made. 'We' and 'our/us': Alpdest; agreement': the agreement between Alpdest and the advertiser governed by these General Terms and Conditions, whereby Alpdest makes advertising space and/or time available to the advertiser in exchange for payment.

The customer shall be responsible for reviewing the valid GTC edition before signing a contract with Alpdest. The ENGLISH original takes precedence over translations to German, Italian or French. Provisions that differ from those set forth herein shall be binding only if agreed in writing by both parties.

### 2. Applicability of the General Terms and Conditions

2.1 These GTC shall apply to all offers and assignments made and/or accepted by Alpdest, as well as to the agreements that have thereby come about and/or any further agreements and/or legal transactions that may ensue from the former, unless otherwise agreed in writing.

2.2 The GTC govern both short term Contracts up to 12 months (eg Seasonal contracts) and Long-term contracts with a term of at least 12 months.

2.3 Any reference by the advertiser to his/its own GTC shall be of no effect unless prior to entering into any agreement the principal involved expressly rejects our Terms and Conditions. In the latter case, no agreement shall come about until agreed in writing by both parties on this issue. In all other cases, any General Terms and Conditions of the advertiser are expressly declared to be inapplicable.

### 3. Offers and creation of an agreement

3.1. All offers, tenders and prices of Alpdest are free of obligation. This means that without any liability for compensation Alpdest is entitled to withdraw an offer, but no later than Alpdest has received the acceptance of the offer by the advertiser.

3.2 The agreement shall be deemed to have been initiated as from the day the agreement is signed by both parties.

3.3 Digital Campaigns Rates are based on prices per second. If the digital advertising medium supplied by the customer exceeds the contractually agreed length, the customer will be charged for the actual transmission time. The customer will be invoiced for any transmission time booked but not used.

3.4 The length of OOH Campaigns is based on a full ski season and depends on the opening and closing dates of a resort. For Winter campaigns we have two options. 1.) A full Winter season campaign running from December 15th – regardless of prior Resort Openings, all Advertising is guaranteed to be in

place from Christmas onwards- until closing of the resort – approximately beginning or Mid of April. The length of the campaign may differ based on the opening and closing of the resort (average Winter season = approx. 140 Ski Days). 2.) A half season campaign runs the second part of the season, starting Monday 3rd week of January until closing of the resort. The base price of Half Winter season campaign is 60% of the full Winter season price. A summer campaign runs from June 15th until approximately October 30th - The length of the summer campaign may differ based on the opening and closing of the resort. A full year campaign, including one Winter and one Summer Season, is calculated on 1.35 x price of a full Winter season campaign. No Media Price adjustments shall be due in the event of poor weather, lack of snow, low number of passengers, Temporary interruptions or the breakdown or unavailability of facilities.

If not differently agreed, all media will be removed after the end of the season, latest until the start of following Winter season. The advertising media supplied are intended for one-time use only. Unless otherwise agreed, Alpdest shall be entitled to dispose of any advertising media at the end of the campaign.

### 4. Performance of the services

4.1 The services to be performed and the locations where they are performed by Alpdest for the advertiser shall be set forth in the agreement.

4.2 Alpdest will maintain Advertising Media, and will replace damaged, stolen or soiled tarpaulins as quickly as possible and invoice the customer for the associated production costs. If an installation is withdrawn from circulation before the end of the placement period, or if advertising media needs to be re-located for other reasons, the customer will bear the costs for the removal of the media and for the production and installation of the replacement media.

4.3 The customer shall be the sole party responsible for the content and design of the advertising media. It must ensure full compliance with the federal, cantonal and municipal legal provisions, the official licensing requirements, the industry rules and the GTC. Alpdest does not review the content of the media.

4.4 Alpdest reserves the right to have each advertisement and message examined based on its content and design, and in the absence of approval, to decline to place the posters and/or message, all of this in accordance with the interpretation of the applicable local advertising code, regulations and the generally applicable standards and values, and Alpdest' standards and values.

4.5 If Alpdest is compelled by the relevant authorities to remove any advertising message, for whatever reason, the advertiser shall be liable, not only for the agreed price, but also for all extra cost incurred as a result of the untimely removal of the advertising message. Should Alpdest be held liable for the content or design of third-party advertising material, the customer must hold Alpdest harmless.

4.6 The expected coverage of the advertising (message) is based on the expected amount and profile of the people that are present during the campaign period on the contracted locations. Amount and profile are calculated by Alpdest based on figures provided by ski lift owners, tourist bureaus (local and otherwise), research done by marketing bureaus and organisations. These facts, figures and research relate to earlier seasons and are the basis for the expected coverage

during the contracted advertising period. Therefore, any difference between the expected coverage and/or profile and the actual coverage and/or profile for any reason shall not constitute a reason to adjust the contracted price, nor shall it constitute a "force major" situation as described in article 10.

## 5. Obligations of the advertiser

5.1 The advertisers shall be obliged to adhere to the advertising code, laws and regulations, the generally applicable standards and values and Alpdest's standards and values regarding form, content and design as they apply to the location and means of advertising.

5.2 The advertiser shall be obliged to make timely delivery of any material in the right quality and quantity to be placed. The Advertiser is responsible to deliver the artwork for all specified sites for the full season by 15th September. Any artwork received later than 15th September will increase the PTI (Production, Transport and Installation incl. uninstallation) costs by 5%. However, the artwork for all specified sites must be delivered at least 6 working weeks prior the start of the agreed posting period to guarantee compliance with the agreed installation dates.

Late delivery of the material shall not defer the agreed advertising period, nor shall it discharge the advertiser from his/its obligation to effect timely payment of the agreed price of the advertising.

5.3 Digital advertising media (Content) shall be produced by the customer at its own expense and on suitable media in accordance with the Alpdest production manual. They shall be delivered to Alpdest on the agreed delivery date.

5.4 The artwork has to be according to the specifications as provided by Alpdest for each site. If the customer delivers a different format, the additional processing costs will be charged, and this might postpone the installation dates. Unless a lump-sum price is agreed in advance for each of the aforementioned items, the compensation shall be based on expenditure in accordance with Art. 374 OR.

5.5 All costs to be incurred by Alpdest because of any failure attributable to the advertiser in complying with his/its obligations in a timely and/or proper manner shall be for the account of the advertiser.

5.6 In the event of cancellation of the agreement by the advertiser, the advertiser shall pay the following compensation to Alpdest 50% of the contracted sum when cancellation takes place 6 months before the start of the season (1st December) in which the advertising campaign is planned.

80% of the contracted sum when cancellation takes place 2 months before the start of the season (1st December) in which the advertising campaign is planned.

100% of the contracted sum when cancellation takes place on a later moment.

## 6. Prices and payment

6.1 All prices are exclusive of VAT, advertising tax, any other tax levied by (local) authorities and transport to the Alpdest depot.

6.2 Unless stated otherwise in the agreement 100% of the Production Cost (PTI) and 25% of the Media Cost is payable upon signature of contract. The subsequent media cost balance of 75% is required to be paid in full before the contracted campaign start date. Alpdest retains the right to postpone services and/or placement of any and all advertising until the payment has been made in full. Postponement of services due to non-payment shall not defer any of the obligations of the advertiser nor constitute reason for claims by the advertiser or

diminishment of the price payable by the advertiser.

6.3 The advertiser shall be obliged to pay the agreed price to Alpdest within 30 days of receipt of the invoice.

6.4 In the event that payment is not received on time, the advertiser shall be required to pay interest on the agreed price at a rate of 5% for each month by which the payment deadline is exceeded, whereby part of a month shall be deemed to be a full month.

6.5 If the advertiser has not received payment in full after the expiration of the payment deadline and after written demand for the agreed amount invoiced, the advertiser shall be in default without any warning or notice of default being required. Alpdest reserves the right to discontinue the advertising service without prior notice to the customer in the event of default. Transmission costs and fees shall remain due for the entire contract period.

6.6 In the situation that the skier days/ average skiing days of a specific resort rises more than 10% within a 3 year period Alpdest reserve the right to adjust the Media Price of the campaign. This rise will be applied to all campaigns in the designated resort.

## 7. Improper performance/non-performance on the part of Alpdest

7.1 If Alpdest cannot fulfil, or completely fulfil, the contract due to an insufficient number of panels (reduction of plant availability, concession-related constraints or other reasons beyond the control of Alpdest), Alpdest shall make up the transmission time within the agreed transmission period. A resulting change of the transmission price shall be credited or charged to the customer. The customer shall not be entitled to compensation or to damages of any kind if the transmission time is made up in such a manner.

7.2 If it is not possible to arrange for alternative transmissions, Alpdest reserves the right to reduce either the number of transmission sites or the campaign duration. Alpdest shall invoice only the deliverables actually provided. The customer shall not be entitled to compensation or damages.

7.3 If, from the time of order confirmation until after the advertising material has been transmitted, an advertising panel cannot be used at all or only in a limited manner due to natural causes, malicious acts by third parties, or other reasons beyond the control of Alpdest, the customer shall still be liable for transmission costs and charges, without entitlement to compensation or to damages of any kind.

7.4 If electronic advertising media cannot be transmitted in part or in full due to reasons beyond Alpdest's control (e.g. legal provisions, provisions set by the concession owner, landlord or authorities, technical faults, actions of third parties), or if transmission is deferred due to communications requiring precedence (e.g. police announcements), Alpdest shall not be liable. In cases such as these, Alpdest shall be entitled to make up the transmission at a time it deems appropriate. The customer shall still be bound to pay for the reserved transmission time.

## 8. Claims

8.1 Any claims must be submitted to Alpdest in writing as soon as possible, but no later than within 8 days after discovery of the shortcoming, precisely stating the nature of and the basis for the complaints.

8.2 The submission of a claim shall never discharge the advertiser from his/its obligation to pay Alpdest.

8.3 If a claim is agreed between all parties, we shall at no charge and within reasonable time, either rectify or replace (at our choice) the work-giving rise to the claim.

#### **9. Liability and indemnification against third party claims**

9.1 Except in the event and to the extent that the damage is incurred through intent or negligence on our part or on that of our employees, Alpdest shall not be obliged to pay any compensation for loss of profits, or for consequential or indirect damages.

9.2 Any liability on the part of Alpdest shall, at all events, be limited to the value of the work carried out by Alpdest and shall not exceed CHF 25.000 (twenty-five-thousand Swiss Francs).

9.3 If and to the extent possible Alpdest shall always be entitled to remedy the damage suffered by the advertiser.

9.4 The advertiser shall remain liable always for the form and the content of the advertisement, on which basis the advertiser expressly indemnifies Alpdest against third-party claims.

#### **10. Default**

10.1 In the event of circumstances that prevent the performance of an obligation and that are not attributable to one of the parties (hereinafter 'force major'), the obligations shall be suspended during the occurrence of these circumstances.

10.2 Either party may dissolve the agreement by extra judicial declaration in the event that the force major is permanent in nature. This shall not give rise to any obligation to pay damages.

10.3 In the event that prior to the occurrence of the force majeure, Alpdest has already partially performed its operational obligations (Media Production, Installations and Transport of Media materials) pursuant to the agreement or has had the opportunity to effect partial performance, Alpdest shall be entitled to issue a separate invoice for the services already performed. Any costs reasonably incurred by Alpdest in performing the agreement prior to the occurrence of the force major shall be for the account of the advertiser, except to the extent that the costs fall under the strict liability of Alpdest.

10.4 In addition, Alpdest shall be entitled to require that the agreement be modified or that it be partially or entirely dissolved if the advertiser requires that Alpdest perform the services notwithstanding the occurrence of one or more circumstances such that the performance by Alpdest is thereby rendered burdensome. In any case this will include circumstances which are to be considered as force major, as well as company blockades, strikes, lightning or work-to-rule actions and any lock-out or transport restrictions, including any absence or withdrawal of transport facilities, fire, extreme weather conditions or disasters, whether these circumstances occur in the operations of Alpdest or in those of any third parties from which Alpdest has to obtain all or part of the required goods and/or materials.

10.5 Should the advertiser wish to exercise his/its rights pursuant to any default, the advertiser must always first offer Alpdest the opportunity to still render its performance within a reasonable period and/or to exercise its right to dissolve the agreement on the basis of Article 9.4.

#### **11. Confidentiality/privacy**

11.1 Alpdest shall treat the files it receives from the customer in a confidential manner. It uses such files exclusively for the conclusion and execution of the contract and within the scope of the customer relationship

11.2 Alpdest is allowed to submit the information on outdoor advertising campaigns needed for the preparation of any advertising statistics to one or several specialized institutes. Alpdest and third parties (e.g. Ski Resorts) are entitled to refer to any work performed by it as a reference project in printed and online advertising and publicity materials including the name of its contracting partner and may use the materials concerned. Neither the customer nor the originator is entitled to compensation for such action.

#### **12. Place of jurisdiction**

For any dispute, resulting from this agreement is Aarau, CH. The only applicable law for this agreement is the relevant Swiss law.

#### **13. Final provisions**

The present GTC supersede all previous GTC issued by Alpdest. Alpdest reserves the right to make changes to these GTC at any time.

**These Terms & Conditions are valid from 10th August 2022.**