



neo advertising

## Terms and conditions for traditional or digital advertisements

Applicable from 5 November 2018

The present terms and conditions (T&Cs) govern the dealings with the company Neo Advertising SA (Neo). They regulate the contractual relations between the advertiser (the customer) and Neo in connection with the rental contract for traditional or digital advertising spaces on advertising panels intended for that purpose and made available by Neo. They are an integral part of the rental contract for Neo's advertising spaces. The French version is the legally binding version.

### 1. Contracting parties

- 1.1. Neo's contractual partner is the customer, even if an agency is acting in the name of and on behalf of the latter. The invoice is then established in the name of the customer and addressed to the agency for transmission. If the contract is entered into by an agency, they are responsible for the proper implementation of the contract.
- 1.2. The customer is not authorised to transfer rights from this contract to a third party. In particular, sub-letting is forbidden, including the transferral of advertising panels to a third party.
- 1.3. Neo may provide its services itself or through a third party intermediary. Neo is responsible for any errors made by the third party as if made by itself.

### 2. Applicability, object and conclusion of contract

- 2.1. The T&Cs govern all rental contracts of traditional or digital advertising spaces whether they are short term (less than 12 months) with a weekly, monthly or seasonal limit in general; or long term (over 12 months).
- 2.2. Object of contract: The object of the contract between the customer and Neo is the rental of advertising panels and, in specific cases, the creation of content, the printing of posters or the placement of a printing order.
- 2.3. Neo places the advertising material (i.e. adverts, posters, banners, etc.) according to the provisions of the contract as well as its appendices.
- 2.4. The poster contract, including any possible additional provisions, is considered as being validly entered into and the present terms and conditions are considered fully accepted by the customer if he, or respectively the representative designated to enter into the contract, signs the contract or does not refuse the contract within a 7 day period from the date the order confirmation is sent by Neo, which must be in writing. The offers made by Neo are not subject to any commitment.
- 2.5. Neo reserves the right to withdraw from the order without giving reason or to make the order's fulfilment dependent on advance payment, even if the order has already been confirmed. Neo may withdraw entirely or in part from already approved orders when it is impossible to fulfil the order for technical (construction), legal or administrative reasons, for matters of authorisation, or because the landlord of the targeted panels does not authorise the poster. Putting aside the reasons for cancellation contractually provided, Neo reserves the right to withdraw from the contract when the customer does not fulfil his contractual obligations or if the advertisement, after examination by Neo,

shows defects in its content. In these cases, the customer does not dispose of any claim against Neo and he is bound to reimburse any fee incurred for the contract's cancellation.

### 3. Contents of contract

The contract contains the following points: name and address of the customer and if required of his agency or of his possible authorised representative, a list of the material, the start date and duration of the campaign, the subject, the price or price to rent of the campaign, the pricing system, any additional services according to point 4.2 below and any fees or particular agreements (options to prolong the contract, automatic renewal of the contract, etc.).

### 4. Advertising price, costs of additional services

- 4.1. The advertising price is based on what is being offered, on applicable price lists and on Neo's documents of sale. All prices are given in Swiss francs, with value added tax (VAT) added when the advertiser is located in Switzerland.
- 4.2. The following costs are billed as well as the applicable price: any possible stamp duty, cantonal fees; police authorisations; delivery and transportation fees; production fees; assembly and disassembly fees; storage fees, electricity consumption, maintenance of light sources of the advertising stands concerned; customs clearance of advertising items delivered abroad; fees incurred by the eventual obligation of recovering posters after the end of the advertising period; the hanging of banners, masking or changing advertising panels, etc.; additional fees due to the late delivery of advertisements or of digital contents, etc. When the format is not in accordance with the instructions, we reserve the right to charge a fee of CHF 500.- in order to adjust the format for the broadcast.
- 4.3. Changes of the subject of the advertisement on the fixed dates are included in the advertising price. Additional changes of the subject during the agreed advertising period are carried out according to practical possibilities. The prices applicable are those that appear on the technical sheet of the concerned advertising material.
- 4.4. In the case of long term contracts, Neo must communicate in writing to the client, 4 months before the end of the contract at the latest, the possible changes in price and/or index adjustment that come into force with the prolongation of the campaign's length. If the customer does not terminate the contract, this is taken to be acceptance of the change in price/of index adjustment.

### 5. Discounts

- 5.1. Neo gives the discounts mentioned in the applicable price lists.
- 5.2. In the case of negotiation over the contract by a person who has the right to a fee or by an (intermediary) agency, the customer consents to Neo presenting and deducting an advisory fee in the invoice addressed to him. Neo can also pay a commission fee to the intermediary who negotiated a contract. The intermediary must hand over this commission to the customer, provided that the latter does not expressly renounce it. The advisory commission on the order amounts to 5% of the net price. No commission is paid on additional costs billed such as mentioned in point 4.2. Neo can enter into other contracts with intermediaries, independent to the customer's individual order.

### 6. Conditions of payment

- 6.1. As a general rule billing takes place after the placing of advertising materials. Neo is authorised to demand a deposit. If the deposit does not reach it in the appointed period of time, Neo is freed of its obligation to provide the service. The customer does, however, owe the agreed payment, with the terms of withdrawal according to point 9 applying in this instance.
- 6.2. The invoice is demandable and payable in full within a period of 30 days from the billing date.
- 6.3. Long-term contracts are subject to a bi-annual breakdown: that is 2 invoices per year.

### 7. Late payments / Failure of the customer to respect the contract

- 7.1. In the case of a late payment, the customer owes, with no advance notification, default interest of 5% per year from the due date.
- 7.2. If, in the case of long-term contracts as defined under point 2.1, the customer is in default of a late payment for the agreed deposit, the total sum of the bill owed for the duration of the contract becomes demandable with no advance notification.
- 7.3. In the case of a late payment from the customer, Neo reserves the right to stop the advertisement with no advance notice. The advertising price and taxes, however, remain to be owed for the duration of the contract.
- 7.4. If the customer does not fulfil the contractual conditions or does not fulfil them in the correct way, Neo is authorised to immediately withdraw from the contract after issuing an unheeded notice and setting a grace period. Any notice or additional period is not necessary in cases which fall under points 8.6, 10.2, 12.2.

- 7.5. If Neo withdraws correctly from the contract, the customer owes Neo the advertising price and the taxes according to the contract, as well as any potential damages or interest.

## 8. Modification of the order or of delivery

- 8.1. Neo reserves the right to bring forward or to delay the start of the campaign for technical reasons. When the effectiveness of advertising material (traditional advertising formats, digital advertising formats, branding zones, mega-posters, other special panels, etc.) is reduced temporarily or permanently, or when the material is not available for other reasons, the customer or his authorised representative will be offered replacement solutions.
- 8.2. If a replacement space is lacking, the customer will receive a corresponding credit note.
- 8.3. The modifications mentioned in the present paragraph do not authorise the client to demand damages and interest, or to suspend the order.
- 8.4. Neo reserves the right to leave advertising material in place beyond the term of the advertising period, provided that the customer has not expressly refused this.
- 8.5. If the placing of an advertisement has been suspended or interrupted due to damage, technical reasons or in the case of force majeure, or if despite the conformity of the advertising its effectiveness is reduced, the advertiser will be informed of this immediately. The suspension of the advertisement or a reduction in its effectiveness does not authorise the advertiser to withdraw from the contract, nor to demand the compensation of direct or indirect damages.
- 8.6. The modification or termination of concession contracts between Neo and the bodies granting the concessions, the modifications of legal or official prescriptions as well as the withdrawal of certain advertising objects or advertising spaces authorise Neo to immediately withdraw, entirely or partly, from the contract, with no need to pay compensation.

## 9. Conditions of cancellation or of withdrawal of the campaign

- 9.1. The customer can withdraw from the contract after entering into it according to point 2.4, with the following resulting costs. The customer must inform Neo of his withdrawal by recorded letter, and the reception date and information are legally binding.
- 9.2. The following resulting costs must be taken into account:
- For short term contracts as defined by point 2.1, always as a percentage of the bill's total amount:
    - 10 to 8 weeks before the start of the campaign: 20%
    - 7 to 6 weeks before the start of the campaign: 50%
    - 5 weeks before the start of the campaign: 100%
  - For long term contracts as defined by point 2.1, always as a percentage of the annual rent:
    - Up to 12 weeks before the start of the campaign: 50%
    - 11 to 5 weeks before the start of the campaign: 75%

- After 4 weeks before the start of the campaign: 100%

- 9.3. Partial withdrawals and deferrals during the following periods are equivalent to withdrawals.

## 10. Content / Presentation of advertising materials

- 10.1. The responsibility for the content and the presentation of the advertising materials falls exclusively to the customer. The customer must guarantee in particular his unconditional respect of the legal conditions (at a federal, cantonal and municipal level), of the regulations of the industry as well as the T&Cs. Neo does not have any control over the content of the advertising materials. However Neo reserves the right, in case of any doubt, to submit the placing of advertising material to the relevant authorities for the purpose of evaluation and to make a decision, as well as to refuse the advertisement without giving a reason and according to its own assessment. If a third party questions Neo's responsibility regarding the content or the presentation of advertising material, the customer is bound to spare Neo from any damages.
- 10.2. Even if the authorities forbid the advertisement or order it to be covered in retrospect, the customer is bound to pay the full price agreed. Moreover, he will pay the expenses incurred by the covering or the changing of advertising panels (see point 4.2).

## 11. Production, materials and dimension parameters

The applicable production parameters are those that appear in the production and printing documentation of the advertising material concerned. Neo rejects any responsibility for defects due to the insufficient quality of the advertising material and/or due to poor quality production when the client is responsible for this.

## 12. Delivery of the advertising material

- 12.1. The advertising material (including any potential extras) must be delivered within 10 days before the start of the campaign, duty paid, to the delivery address that appears on the order confirmation. The delivery is made at the customer's risk and expense. In the case of traditional advertising campaigns, as well as the physical delivery of the advertising material, the customer must also provide Neo with this material in PDF format.
- 12.2. The customer is responsible for any possible consequences of the late delivery of the advertising material (see point 4.2). If the placing cannot be done due to the late delivery of the advertising material, all of the costs of the placing are billed to the customer.

## 13. Responsibility for advertisements left in storage / for digital advertising material

- 13.1. Neo does not take any responsibility for advertising material left in its storage facilities or in those of an authorised representative; nor for any digital advertising material sent.
- 13.2. At the end of the campaign, Neo is free to get rid of any remaining advertising material that has not been expressly reclaimed.

## 14. Monitoring / Maintenance of advertising materials

- 14.1. In the case of posters and banners, Neo will maintain the advertising during the exhibition period and will put up replacement advertisements when posters deteriorate on the condition that the customer has provided it with enough of them. This is not applicable if the deterioration is due to cases of force majeure or to criminal acts by third parties.
- 14.2. Lost, stolen or damaged advertising materials must be replaced by the customer-at his expense.

## 15. Advertising statistics

At the end of an advertising campaign, Neo will provide the necessary information to one or several specialised institutes in order to establish advertising statistics of use in the industry. The customer can obtain these statistics from these institutes.

## 16. Complaints

Complaints relating to the inadequate implementation of a campaign must be communicated to Neo immediately, in writing. No complaint is admitted once the campaign has finished.

## 17. Guarantee and responsibility

- 17.1. Neo guarantees the implementation of the advertising campaign in conformity with the stipulated contract.
- 17.2. Defects and failures that Neo is not accountable for, such as due to force majeure, storms or natural events, or due to damage or defacing by third parties, are excluded from this guarantee.
- 17.3. Neo's responsibility, or that of its support staff, for indirect damages (loss of earnings, disruptions, loss of profit, loss of savings, additional costs, etc.) is expressly rejected.

## 18. Confidentiality / Data protection

- 18.1. Neo treats the data trusted to it by the customer in a confidential way. It uses it exclusively to enter into and implement the contract as well as to manage customer relations.
- 18.2. Neo, as well as third parties (libraries, museums, ...) can publish the advertising material outside of the campaign on the condition that commercial use is excluded. Neither the customer nor the creator can claim compensation due to this.

## 19. Legal application and jurisdiction

All legal relations between the customer and Neo are under the regulation of Swiss law. The legal jurisdiction is the headquarters of Neo. Neo is entitled to institute proceedings against the customer before the competent court at the domicile of or at the headquarters of the customer or before any other competent court.

## 20. Final conditions

The present T&Cs replace any earlier version. Neo reserves the right to modify the present T&Cs at any time.