

# GENERAL TERMS AND CONDITIONS FOR OF THE RENTAL OF ADVERTISING SPACES



## The following abbreviations will be used:

<b>CC</b>	These contract conditions
<b>HA</b>	Hannover Airport - Flughafen Hannover-Langenhagen GmbH
<b>client</b>	Contract partner

**NB. In the event of a dispute over the interpretation of these english CC, the german version will be taken as the authoritative reference version.**

### 1. General conditions

**1.1** These contract conditions (CC) of Hannover Airport (HA) - Flughafen Hannover- Langenhagen GmbH, apply to all advertising and promotional activities taking place in Hannover airport.

**1.2** These conditions apply to all contracts and are to be considered as a part of each and every contract. Any changes to these CC only become valid when they are confirmed in writing.

**1.3** If the client's general business conditions contradict or are not totally in agreement with these CC, the client has a duty to inform HA within a week in writing which conditions he is not prepared to accept. In the absence or in the event of delay of this written notice, the client forgoes the opportunity to make valid his own conditions.

**1.4** These CC apply to all future business arrangements and contracts concerning advertising and promotion between HA and the client.

**1.5** The client accepts that copies of the changes to these CC, as long as they are concerned with an imbalance between performance and consideration or concerning gaps, will not be subsequently provided.

### 2. General details

**2.1** The contract is between the Flughafen Hannover- Langenhagen GmbH (HA) with registered office at Petzelstraße 84 in 30855 Langenhagen, Germany and the client.

**2.2** The contract between HA and the client is only valid in writing.

### 3. Contract duration

**3.1** The contract begins on the agreed date.

**3.2** When not otherwise stated the contract is for a period of 12 months. The German regulation § 545 BGB is excluded from all contracts.

**3.3** If the client is unable to start as planned, whatever the reason, the agreed start date and period remain unchanged.

### 4. Promotional content approval

**4.1** The permission of HA is required for all aspects of the promotional action. This includes the style, implementation and content. The client is required to submit drafts of the advertising to HA for approval in plenty of time before the agreed start. In the event of non-conformity with these CC, in particular paragraph 17 and other relevant regulations HA reserves the right to refuse approval.

**4.2** Should the client plan to change the advertising material and/or promotion approach during the contracts duration, he must seek the approval from HA first.

**4.3** The client is required to observe all fire prevention provisions of the airport and in this connection must present the relevant certificates and proof. The form and design of all advertising material must satisfy the requirements of air and flight security regulations.

**4.4** The client is responsible for the obtaining of any

necessary building and/or air regulation approvals and is required to present proof of their existence to the HA. This also applies to any other necessary approvals.

**4.5** Unless otherwise stated in writing the client is responsible for the production, installation, maintenance, removal and transport of the advertising material. The maintenance includes the running costs and cleaning in accordance with the regulations.

**4.6** When a floor area is rented, the client must ensure that, in particular, the machines and/or vehicles presented contain no free burnable material and that fuel and batteries have been removed.

**4.7** The client is required to ensure that the advertising object remains safe and in an acceptable condition in accordance with the regulations.

### 5. Promotion Events

**5.1** Promotion events may not disturb or hold up the normal operation of the airport and the associated traffic.

**5.2** Third persons, in particular passengers, may not be pestered or impeded.

**5.3** The promotion action is restricted to the area allocated for this purpose and may not be extended outside this area.

**5.4** The soiling of the promotion area is prohibited. After the completion of the promotion any promotional material (particularly leaflets, flyers) must be collected and removed from the promotion area and the passenger areas. If the client fails to do this, HA reserves the right to do this and charge the client for the cost.

### 6. Contract Termination

**6.1** HA reserves the right to immediately terminate the contract if the client is more than one month in arrears with the payments. This also applies to the special arrangements mentioned in paragraph 8.1.

**6.2** HA reserves the right to immediately terminate the contract when the client is the subject of an insolvency process or where the start of the process has been refused because of insufficient available funds.

**6.3** HA reserves the right to terminate the contract with one months notice if the termination is necessary for building, traffic or other reasons. In the event of the early termination of the contract HA will reimburse the client for any payments which lead to exceeding the pro rata calculation of the rental and ancillary costs. Apart from this the client has no right to claim for any other reimbursement or for damage.

**6.4** In the event of a premature termination HA reserves the right to clear the advertising area concerned without consultation with or compensation for the client.

**6.5** Any unallowed sub-letting or use by a third party – see paragraph 13 – can be used by HA as a reason for immediate termination of the contract and to seek damages from the client.

**6.6** In the event of violation of any of paragraphs 5.1, 5.2, 5.3 HA is permitted to immediately end the contract and with it the promotion. In this case the client has no right to a refund of monies.

**6.7** Exceptionally the contract can be ended when the client seriously or repeatedly contravenes the Use of Airport Regulations or the Fire Regulations.

**6.8** If there is a break of more than three months as a result of the aspects mentioned in 15.2 the client may terminate the contract. The financial aspects are regulated by paragraph 6.3.

**6.9** This does not affect the right to immediately terminate the contract for extraordinary or important reasons.

**6.10** Any termination of the contract must be made in writing.

### 7. End of the contract

At the end or termination of the contract the client must remove all advertising and promotional material correctly during the last day at his own cost. Should this not occur HA reserves the right to remove the material and charge the cost to the client.

### 8. Payments and charges

**8.1** Unless otherwise agreed the whole payment for the complete period is payable in advance. Costs dependant on consumption e.g. electricity and water will be billed separately.

**8.2** A delayed start to the advertising or promotion as mentioned in 3.3 does not alter the requirement to pay before the agreed start of the promotion period.

**8.3** Discounts and rebates do not apply to the manner and time of payment.

**8.4** HA reserves the right to demand a financial guarantee from the client to cover the outstanding and future payments.

**8.5** A short-term restriction to the advertising or promotion does not entitle the client to a reduction in or refund of charges.

**8.6** All prices are net plus VAT (Mehrwertsteuer) at the current rate.

### 9. Commission

Commission for agencies or other middle men are expressly excluded.

### 10. Collateral

All advertising and promotional material of any type are collaterally secured by HA to cover the possibility of non-payment or other indebtedness of the client.

### 11. Intellectual and property rights

**11.1** The client is required to investigate and observe all intellectual and property rights of third parties – this includes copyright, licence rights and patents – which could impinge on the advertising and promotional campaign.

**11.2** The client carries all responsibility for intellectual and property rights of any third person and frees HA of any obligation in this respect.

### 12. Safety precautions / Insurance

**12.1** The client is entirely responsible for the safety precautions for all aspects of the advertising and promotion.

**12.2** The client must take out all the necessary insurance as required in the contract and these CC and is required to show the relevant documents to HA. A public liability insurance in the name of the client and HA must be taken out by the client.

**12.3** The client is entirely responsible for suitably insuring his employees and materials, for third party claims and any liabilities which could exist for his own clients or customers. HA carries no responsibility whatsoever in this area.

**12.4** An insurance cover for the aspects mentioned in 14.4 is recommended.

### 13. Sub-letting

Sub-letting or use by a third party is prohibited. In very exceptional cases HA may be prepared to vary this in writing.

### 14. Liability

**14.1** HA is only liable for claims directly resulting from intentional actions and extreme irresponsibility but not for the resulting or indirect damages with the exception of those damages listed in 14.2.

**14.2** Resulting or indirect damages not excluded in 14.1 are: injury to persons, damage to a person's health, a person's death.

**14.3** HA is liable for damages only when these are the result of intentional actions or extreme irresponsibility caused by employees or representatives of HA. This liability is restricted to damages that are typical of this type of business.

**14.4** HA is not liable for damages resulting from destruction, damage, disappearance or loss of promotional material of any kind.

**14.5** HA accepts no liability for damages caused through irresponsibility or actions of the client or any of his representatives or employees or third parties, irrespective of whether there is proof of liability. The client carries all responsibility for claims arising from third parties and thereby frees HA from any such liabilities.

**14.6** HA accepts no responsibility for damages resulting from any deviation from the following: government or state regulations and laws; airport regulations; instructions and regulations of HA.

**14.7** Payment of damages by HA without having to determine liability, according to § 536 a BGB, is expressly excluded.

**14.8** The client accepts responsibility for damages suffered by HA resulting from unallowed sub-letting or use by third parties. In this case the client carries full responsibility and relieves HA of any liability.

### 15. Disturbances

**15.1** A short restriction or reduction of the advertising or promotion does not entitle the client to retain payments due or to set a sum against a due payment. An exception to this can only be made under the following situations: a) once a claim has been finally and legally confirmed b) when HA has accepted the claim c) when there is no dispute and only then if the client has informed HA in writing at least one month before the due date and that the claim is concerned with the same area of the contract as the payment which would otherwise be due.

**15.2** Should the advertising space not be available for other than a short period as a result of force majeure or as a result of control by government or state authorities, the charge for this period of non-use will be reduced by 30%.

### 16. Further Regulations

In addition to these contract conditions (CC), the Airport User Regulations and the Fire Prevention and Protection regulations in their relevant versions are also a part of any contract. (Official document titles: die Flughafenbenutzungsordnung, die Brandschutzordnung, die Flughafennutzungsordnung).

### 17. Invalid clauses

In the event of any clause of the CC or of a contract being or becoming invalid, this will not effect theremaining clauses or CC. Both sides accept responsibility

to replace invalid clauses with acceptable alternative valid clauses. This also applies to any gaps in the contracts. Both sides accept responsibility to develop acceptable valid clauses to reflect the manner in which they would have been initially written, had the gap been noticed.

### 18. Relevant laws, Place of jurisdiction

**18.1** In all cases of dispute or in any other situation concerned with these CC and associated contracts the laws and regulations of Germany are valid. The german version is the reference version.

**18.2** In all cases the place of performance is the registered office of HA.

**18.3** In all cases the relevant court is that which has jurisdiction over the registered office of HA.

Hannover, 01.01.2011  
Flughafen Hannover-Langenhagen GmbH  
(Hannover Airport)