

Contract 110/15

The BRATISLAVA TOURIST BOARD
BRATISLAVSKÁ ORGANIZÁCIA CESTOVNÉHO RUCHU
Šafárikovo námestie 3
SK- 811 02 Bratislava

hereby concludes the following contract with

Flughafen Berlin Brandenburg GmbH
Flughafen Schönefeld
12521 Berlin

governing advertising for display at Berlin-Schönefeld Airport in accordance with the Standard Terms of Contract reproduced overleaf, which the Customer hereby expressly confirms to have read and noted.

Type of advertising: **Colorama Departure, Terminal A, Pos. 1**

Term of contract: 01.12.2015 - 31.01.2016

Format: Production size (w × h)

2,485 mm × 1,235 mm

Visible Size (w × h)

2,440 mm × 1,190 mm

Material: Slide/Backlite on acrylic, 4 mm

Type of advertising: **Wall Wrap Departure, Terminal D, Pos. 1**

Term of contract: 01.12.2015 - 31.01.2016

Format: Production size (w × h)

5,500 mm × 3,000 mm

Visible Size (w × h)

5,500 mm × 3,000 mm

Material: Directly printed Forex

Media Costs:	5,000.00	EUR	List price Colorama Departure, Terminal A
	4,000.00	EUR	List price Wall Wrap Departure, Terminal D
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	9,000.00	EUR	Subtotal
./.	1,734.00	EUR	Special Discount
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	7,266.00	EUR	Net Total (Media Costs are charged with German VAT)
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Contract: 110/15 (Please indicate in case of payment)

General Terms and Conditions of Contract for Airport Advertising

Preliminary note

Providing no agreement to the contrary has been made in writing in the individual case, the following General Terms & Conditions of Contract of Flughafen Berlin Brandenburg GmbH (hereinafter called FBB) shall be deemed to be a part of the contract. Should it not be possible to reconcile the Contracting Partner's terms and conditions of business with the following General Terms & Conditions of Contract, the Contracting Partner shall have a duty to notify FBB in writing within one week that it does not accept the said General Terms & Conditions of Contract. Should such a notification fail to be made, the Contracting Partner shall waive application of its conflicting terms and conditions of business.

§1

The Customer shall be liable to FBB for all loss caused culpably by itself or by persons working to its order (particularly designers, tradesmen and suppliers). This shall also apply, irrespective of culpability, to loss incurred in connection with the advertising. The Customer shall indemnify FBB if claims are brought directly against it for such loss. FBB shall not be liable for damage to advertising media or their components, or for loss thereof, unless the Customer can prove that FBB has caused the said damage or loss through gross negligence.

The Customer shall have a duty itself to take out the following insurance policies with the cover set out below and to maintain them during the contractual term or, should it commission Third Parties, to oblige them to take out the following insurance policies with the cover set out below and to maintain them during the contractual term:

- Employer's liability insurance (including an environmental-liability insurance) with a minimum cover of € 2,000,000.00 all-inclusive for personal injury, material damage and loss of profit, and for advertising media in the security zone of the airport premises with a cover of € 5,000,000.00 for personal injury, material damage and loss of profit.
- Should the Customer travel in the Airport Security Zone of the Airport with its motor vehicles registered in the name of his company, the Customer must supply proof of a third-party motor insurance with a cover of € 100,000,000.00.

The said insurance cover must be suitably certified to FBB in good time prior to handover of the advertising medium, and during these contractual relations upon demand.

The Customer shall have a duty to commission goods and services (e.g. technical services, construction work etc.) only from professional firms which can certify the same insurance cover.

§2

There shall be no protection against competition.

§3

Rights under this Contract may only be assigned to Third Parties with the prior written permission of FBB.

§4

Delayed installation of advertising, or failure to install it at all, shall have no impact upon the term of this Contract or upon its duties of payment. Short-term impairment of the advertising shall not entitle the Customer either to make offset with counterclaims or to retain due media fees.

§5

The Customer hereby agrees upon expiry of this Contract to remove the advertising and to return the advertising media in their original condition, clean and in due order, to FBB; otherwise FBB shall be entitled to cause this to be undertaken without prior warning at the Customer's expense. The Customer must enter into contact with FBB prior to start of work.

§6

Both collections of all kinds and the distribution of advertising (e.g. leaflets, other printed materials and product samples) on the airport site shall require prior written permission by FBB. Should any of the foregoing activities be performed without prior permission, FBB shall be entitled to end them at once and to confiscate items not yet distributed.

The Customer shall have a duty to ensure that once the distribution of advertising materials has ended such materials are not lying around on the airport site. Otherwise FBB shall be entitled to undertake cleaning without further warning at the Customer's expense.

§7

All payments must be made following receipt of invoice to FBB, 12521 Berlin, to its bank account at Commerzbank AG, Account No. 111600300 (BSC 160 400 00), IBAN DE20 1604 0000 0111 6003 00 (BIC Code COBADEFF). In case of late payment, the BFG is entitled to charge interest at the rate of 9 percent per annum to rise above the base rate and a penalty fee of 40 Euro. Whether a payment has been made on time shall be decided by the time of its credit.

§8

FBB shall be entitled to terminate this Contract at any time by giving notice of 1 month if this should be necessary as a result of construction work, for purposes of traffic management, or for other important reasons. Any part of fees already paid shall be returned by FBB pro rata. Any further claims by the Customer against FBB arising from termination are hereby excluded.

§9

FBB shall be entitled to terminate this Contract without notice if

- a) the Customer, despite warning, is more than one month in arrears of payment.
- b) the advertising has not been undertaken in the contractually determined form or has subsequently been altered without the permission of FBB.

Should termination be made for the above reasons, the Customer shall be entitled to no claims for damages. Claims for damages by FBB shall not be affected thereby.

§10

Should a provision of this Contract fail to meet statutory regulations, this provision shall be deemed to be replaced by such a legally permissible provision as shall approach most nearly to the intention of the Parties implied by the ineffective provision. The validity of the remaining provisions shall not be affected thereby.

§11

Unless the General Terms & Conditions of Contract determine otherwise, the regulations of the German Civil Code (BGB), viz. Sections 535ff., shall apply by way of supplement.

§12

The Airport Usage Order and the House Rules as valid from time to time shall be an integral part of this Contract. The place of fulfilment and sole place of jurisdiction shall be Berlin. This Contract shall be governed by German law. Clients with registered office abroad shall have a duty to appoint an authorised recipient of legal service in Berlin.

Status as of April 2015

Payable: on receipt of invoice

Miscellaneous
provisions:

The layout and advertising motifs must be submitted to FBB for approval and release prior to commencement of production.

Production, installation and dismantling of advertising materials, plus all other charges incurred in association with installation and dismantling of the advertising are further charges for customer's account.

Berlin,

Bratislava,

Flughafen Berlin Brandenburg GmbH

i.V. Kai Christian Felke
Head of
Business Administration
and Airport Advertising

Julia Brendike
Senior Sales Manager
Airport Advertising

BRATISLAVA TOURIST BOARD

(Signature and stamp/ Date)

Contract:

110/15

(Please indicate in case of payment)

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