

1) General

These general terms and conditions are considered to be the content of all agreements between the company MEGABOARD GmbH (in succession „MEGABOARD“) and its business partners (in succession “the client“). For our part, general business conditions and contract forms sent to us do not constitute an obligation to object, but require the express written confirmation by us in order to be valid. Silence on our part basically does not justify any legal consequences.

2) Offers

All offers from MEGABOARD are non-binding and subject to change. The prices offered by MEGABOARD include no statutory advertising tax, VAT and legal fees, unless otherwise indicated in writing.

3) Orders

Orders are only accepted in written form. By placing the order, the client has taken note of the terms and conditions of MEGABOARD. MEGABOARD reserves the right to refuse orders without giving reasons.

4) Cancellation and termination conditions

Cancellations or terminations will only be accepted in written form and will be accepted by registered mail or email if the receipt of the email is confirmed by MEGABOARD. For the timeliness of the cancellation or termination, the date of receipt of the letter of cancellation (by email the date of confirmation by MEGABOARD) shall prevail. The costs for already performed productions and assembly as well as dismantling are charged to 100%.

Permanent advertising - all areas (except light mast panels in Salzburg and Upper Austria): Rental agreements for long-term advertising space are concluded unlimited. The minimum term, unless otherwise agreed, is one year and may be terminated in writing at the latest of the year, subject to a notice period of four months. The closing date for the start of the lease is the date of the installation of the advertisement.

Permanent advertising – (light mast panels in Salzburg and Upper Austria): The term for lighting contracts for lighting masts is one year and will be extended for a further year if not canceled in writing four months before the end of the current contract year. The closing date for the start of the lease is the date of the installation of the advertisement.

Poster, City Light, Rolling Board, Transportation Advertising: If the order is cancelled before the start of assembly / term, a cancellation fee will be charged. This fee is as follows for withdrawal from the contract from the first day of week 12 before the start of assembly 10 %, from the first day of week 10 before the start of assembly 20 %, from the first day of week 7 before the start of assembly 30 %, from the first day of week 5 before the start of assembly 100 %.

Large images (e.g. on MEGAframes, MEGAboards or MEGAfacades):

In the event of cancellation of the order, or postponement of the start of the term within 12 months of the agreed start of installation or term, a cancellation fee will be charged. This amounts to from the 1st day of the 12th week before the start of the term 25% , from the 1st day of the 10th week before the start of the term 50%, from the 1st day of the 8th week before the start of the term 75%, from the 1st day of the 6th week before the start of the term or postponement of the start of the term up to 12 months from the originally agreed start of installation or term 100%. If, for reasons for which the Client is responsible, the implementation is delayed by more than 12 months from the originally agreed start of installation or term, the order shall be deemed cancelled by the Client. MEGABOARD is therefore no longer bound to it and is entitled to charge 100% cancellation fees.

Advertising production: Represented advertising productions can only be canceled if the goods have not yet been produced. If the goods have already been produced, 100% of the order amount will be charged.

5) Interruption, failure, exclusion of warranty

MEGABOARD makes no guarantee that the objects provided with the announcement after the order will be continuously visible during the agreed time. If the interruption lasts longer than one month, the order will automatically be extended by the one-month interruption duration.

If MEGABOARD withdraws the right to dispose of the advertising medium from the owner or another authorized body, this contract also ends, without any claim for compensation or compensation. Prepaid rental fee will be refunded aliquot.

6) Contract fee

Any legally prescribed billing of the contract shall be borne by the client.

7) Terms of payment

Invoicing is carried out after the service has been provided, rental fees are due without exception 100% at the beginning of the rental period for the entire settlement period in advance. The fee results from the agreed price as per item 3. The invoice is payable within 14 days of receipt net cash. Other agreements are possible, but require written form. Complaints concerning the invoice only have to be made within 10 days from the date of invoice, otherwise it will be considered approved. In case of late payment, the statutory entrepreneurial bank interest will be charged. Persons working for MEGABOARD are not entitled to receive the payment or advance payments. Nor are they entitled to make deviating payment agreements. In the event of late payment by the customer, MEGABOARD is entitled to dismantle the subject after setting a 3-day grace period at the client's expense.

8) Retention of title

The delivered goods remain the property of MEGABOARD until full payment of the agreed price. It may not be pledged or assigned as collateral for full payment without the consent of MEGABOARD. For the resale of the delivered goods is the

Client shall only be entitled, prior to full payment of the price, if the sold goods at the same time by payment of the delivery price part of the sold quantity of goods, triggers the retention of title.

9) Competitive exclusion

An exclusion of competitors is not agreed. MEGABOARD makes no warranty and is under no obligation to ensure that advertisers are not placed next to each other by competing products or companies.

10) Assembly of the advertising material

The assembly of the advertising material as well as painting or construction may be carried out or commissioned exclusively by MEGABOARD. The costs for this as well as those of any restoration of the original condition are borne by the client. For any damaged subjects MEGABOARD does not provide rental compensation.

11) Advertising media

All advertising media for advertising locations that are booked by the client at MEGABOARD are only to be ordered from MEGABOARD at the prices offered.

The advertising materials are part of the order and are supplied by MEGABOARD. For changes of colors due to weather conditions no liability is assumed. The unaffiliated advertising material is transferred without compensation into the property of MEGABOARD. The use of daylight colors and reflective colors in the labeling is not permitted.

12) Positioning of the advertising subject

Due to structural measures (for example: construction of cement silos, construction lifts, etc.) it may come to avoid visual impairment may lead to a deviation of the actual positioning of „Werbesujets“ at the intended for the advertising notice scaffolding of the imaged in the order confirmations Sujetposition.

The client waives any measures taken by the lessor for rent reduction rights and other claims, insofar as no material impairment of the advertising measure occurs. If the client claims a substantial impairment of the advertising measure, he must assert this in writing to MEGABOARD in the event of other loss within 14 days from the actual positioning of the advertising item.

13) Brokerage contract

In the case of brokerage contract, the general terms and conditions of the respective owner companies of the advertising space apply. The client confirms that they have read and accepted the agreement.

For no or insufficiently performed orders from other advertising companies, no liability is assumed by MEGABOARD.

14) Damage, theft, force majeure

Damage, theft and damage caused by the effects of weather and force majeure (natural disasters, extraordinary weather conditions such as storms, cold and rainy periods etc.) as well as vandalism by third parties releases MEGABOARD from all liability. In general, MEGABOARD is only liable to its contractual partners for damage caused to its contractual partners by intent or gross negligence.

15) Duration

The dates for the installation or construction as well as the design are to be determined by mutual agreement with MEGABOARD. A legal claim for the execution on a certain day does not exist, accordingly MEGABOARD makes no guarantee for this.

When booking over the period of a month, apply according to the Austrian poster calendar, 28 days as the minimum term agreed. The date of execution is determined in particular by wind and weather conditions and the availability of scaffolding.

16) Advertising content

The responsibility for the form and content of the advertising, as well as for the compliance with official regulations is the sole responsibility of the client. MEGABOARD is entitled to withdraw from an order already accepted after submission of the advertising article or after receipt of the advertising material, in particular if the form and content of the subject violate the rules, official and / or legal regulations or competition exclusion clauses or if the advertisement advises on presentation or if the form and content of the subject of the MEGABOARD were unknown when the order was accepted.

In the event of such withdrawal, the cancellation conditions listed under item 4 shall come into force, and MEGABOARD expressly reserves the right to further charge any additional costs incurred as a result.

17) Termination of the contract

Upon termination, MEGABOARD restores the original condition of the advertising medium at the expense of the client. The provided advertising material passes into the ownership of MEGABOARD without compensation

18) Sublease

Sub-letting or passing on the advertising media is not permitted; unless expressly agreed in writing by MEGABOARD.

19) Transport advertising

MEGABOARD will endeavor to place the advertising on means of transport on the desired lines, but does not guarantee that vehicles will be used on other lines at short notice or permanently than was provided for in the operating plan.

20) Tariff change

All rental rates are subject to annual industry custom fare adjustments. In the event of tariff changes, the new terms and conditions will be effective immediately, even in the case of current or later orders.

21) Advertising media production

The print data must be transmitted to MEGA-BOARD at least 15 working days before the desired delivery date in accordance with the specifications of the MEGABOARD.

For the adherence to the desired delivery date the release of the order confirmation by the customer must take place at least 10 working days before the desired delivery date.

In any case, the desired delivery date must be selected in such a way that, in the event of a complaint, repeated production is possible without any consequential costs resulting from the use of the advertising material. For any necessary re-production from the time of the complaint, 4 working days are to be included.

If the client does not take into account the above deadlines when placing an order with MEGABOARD, MEGABOARD will nevertheless try to keep the delivery date in the best possible way, but can not guarantee punctual delivery, liability in this regard is excluded.

The client has the opportunity to check the provided advertising material before posting. This has to be done before the assembly of advertising material, which is supplied for the installation on advertising media directly to advertising or assembly companies.

The client must obtain the information for appointment and location for checking the delivered goods at MEGABOARD on time.

On request, you can request a free copy of MEGABOARD from an order of more than 30 pieces of advertising material.

Design and printing costs are always invoiced separately and are not included in the price quotation unless they appear explicitly in the price quote. The same applies to all special requests going beyond the usual scope, such as for finishing and finishing. In the offered prices only simple packaging (wrapping) of products is included. If the customer wishes a special packaging (cardboard, carton, box), this will be charged at cost price.

For the duration of the check of sent proof samples or proofs, the delivery time is interrupted.

Proofs, color templates or Pantone information provided by the client are relevant for the production. Minor color deviations between the provided work document or the original print are due to different manufacturing processes and materials printing technology unavoidable and can not be claimed.

In particular, deviations outlined above do not entitle to a reduction in the rental income.

Without provided color templates or color specifications, complaints will be excluded even for coarser deviations from the desired color result.

22) Liability consequential damages, compensation

MEGABOARD guarantees the orderly and punctual execution and processing of orders and bookings. Claims for compensation and possible complaints can only be asserted in writing during the duration of the advertisement, at the latest within one month from the beginning of the rental period. Follow-up costs for installation and rent can not be asserted by the client due to advertising material that has not been checked according to item 22.) before posting. The liability for slight negligence, compensation for consequential damage and financial loss, loss of profit and damage from claims of third parties against the contracting parties is excluded. Reference is made to item 14.) of these Terms and Conditions. In any case, the liability of MEGABOARD is limited to a maximum amount of € 1,000. - or the respective invoice amount, in each case after the lower of these two amounts, for the individual case of damage. To be understood as an individual case of damage is the sum of the claims for compensation of all beneficiaries of one and the same act or the sum of the claims asserted by the same claimants from different acts in a legal or economic context, or the sum of the claims from one of several acts effusive uniform damage. A liability for a certain advertising success is excluded by mutual agreement.

23) Data protection

MEGABOARD is entitled to communicate the order amount for the sole purpose of the advertising survey to relevant institutes involved in the collection of advertising expenditure in all classical media. In the context of the business relationship between the client and MEGABOARD, the following data of the client, such as title, name, address for the purpose of customer evidence, sending of information material and for the accounting of MEGABOARD are stored. The transmission of the indicated data takes place only in the context of the payment traffic. Any other form of transmission requires the separate approval of the client. The personal data of the client were only used and passed on to the extent permitted by law.

24) Jurisdiction agreement, applicable law

The place of jurisdiction for disputes is Vienna. The exclusive application of Austrian law is agreed.

25) Other

In the case of legal ineffectiveness of individual points of the components of the contract described in these terms and conditions, the remaining provisions and concluded contracts remain valid.

Client and MEGABOARD agree in this case to replace the ineffective provision by a mutually agreed and mutatis mutandis to the ineffective as closely as possible, effective provision