

**General Terms and Conditions
of eisbach.media GmbH
for advertising on digital advertising media
Status: March 2026**

1 Scope of Application

- 1.1 These General Terms and Conditions (hereinafter “**GTC**”) apply to all contracts between advertisers and advertising agencies (hereinafter “**Client**”) and eisbach.media GmbH (hereinafter “**eisbach.media**”) regarding the display of advertisements (including special advertising formats and programmatic advertising) on digital advertising media (in particular screens) in the Digital-out-of-Home sector (hereinafter “**Advertising Order**”). The Client is responsible for delivering digital advertising content (hereinafter “**Advertising Material**”) in a technical and legal quality suitable for display.
- 1.2 The advertisement will be displayed without sound on advertising media for which eisbach.media has obtained the marketing/advertising usage rights from the authorized party (hereinafter “**Location Partner**”). In some cases, the consent of the location owner or partner is required for the Advertising Order.
- 1.3 These GTC of eisbach.media in their current version shall apply exclusively, unless otherwise agreed in text form. Deviations, amendments, ancillary agreements, termination of these GTC, and oral agreements shall only be effective if confirmed by eisbach.media in text form. The application of the Client’s general terms and conditions is explicitly excluded. This exclusion applies even if deviating terms are stated in the Client’s order letter, not explicitly objected to and/or if eisbach.media performs services without raising an objection.

2 Conclusion of Contract

- 2.1 eisbach.media concludes Advertising Orders in its own name and for its own account.
- 2.2 An Advertising Order is concluded when the Client submits an offer in text form to eisbach.media and eisbach.media accepts it in text form or begins displaying the Advertising Material.
- 2.3 Offers made by eisbach.media are non-binding and subject to availability of advertising times and spaces.
- 2.4 If execution of the Advertising Order requires the consent of a Location Partner, eisbach.media will obtain such consent. The Client shall provide draft Advertising Materials and any required technical documentation upon request. Special use permits shall be obtained by eisbach.media unless otherwise agreed.
- 2.5 If the Location Partner requires changes to the Advertising Material as a condition of approval, the Client remains bound to the Advertising Order unless acceptance of the



modification cannot reasonably be expected of the Client. Any additional costs shall be borne by the Client. The Client shall have no claims for damages in such cases or in case of rejection by the Location Partner.

- 2.6 Advertising Orders from agencies are only accepted if the advertiser is named. eisbach.media may request proof of proper authorization. Booking confirmations may be forwarded to the advertiser. eisbach.media reserves the right to forward booking confirmations to the client. By conclusion of the Advertising Order the agency assigns its payment claims against its client as security to eisbach.media which hereby accepts the assignment. eisbach.media may collect directly from the agency's client if the agency fails to pay within 30 days after due date. The agency will be informed by eisbach.media prior to the disclosure of the assignment. The assignment serves as security and not in lieu of performance. The claim of eisbach.media against the agency shall therefore remain in effect until the claim has been fully settled, even in the event that the claim is asserted against the client
- 2.7 eisbach.media reserves the right to reject Advertising Material and/or terminate display early for good cause, even after legally binding acceptance. Good cause exists in particular if broadcasting would be unlawful (e.g., violation of youth protection or media laws), violates other laws or official regulations, or if requested by the Location Partner. Insufficient technical quality (see Clause 4) is also good cause for rejection. eisbach.media shall promptly notify the Client in text form – email being sufficient – of the rejection of the Advertising Material and the reasons for such rejection. In the event of such rejection or termination of display, eisbach.media's payment claims remain unaffected.
- 2.8 In the event of rejection, the Client shall be entitled to provide new or amended Advertising Material for display to which the reasons for rejection do not apply. Any further claims of the Client shall be excluded.
- 2.9 If Advertising Material is delivered late, eisbach.media is not obliged to reschedule the display. eisbach.media's payment claims remain unaffected.
- 2.10 If the Advertising Material is not clearly recognizable as advertising, eisbach.media may label it as "Advertisement." to make clear the advertisement character.
- 2.11 eisbach.media may terminate the Advertising Order early if it loses its marketing/usage rights for the advertising space (special termination right). The Client shall receive a pro-rata refund for the unused period. Further claims of the Client shall be excluded.

3 Rights of use and Indemnification

- 3.1 The Client guarantees that it holds all rights necessary for the display of the advertisement. This includes copyrights, related rights, personal rights, trademark rights, and supplementary



unfair competition protection. If the Client is an agency, the warranty shall also apply with respect to the rights held by its client.

3.2 Upon conclusion of the Advertising Order, the Client grants eisbach.media the rights limited in time, territory, and scope as required for the purpose of the Advertising Order, in particular the right of public display within the relevant Digital-out-of-Home networks as well as the right to edit the Advertising Material within the scope of technical adaptations pursuant to Section 4.

3.3 The Client shall indemnify and hold eisbach.media and the Location Partner harmless from all third-party claims asserted against eisbach.media and/or the Location Partner due to a breach of the warranty pursuant to Section 3.1. The indemnification shall include reasonable legal defense costs.

4 Delivery of Advertising Material

4.1 Advertising Material must be delivered digitally in accordance with eisbach.media's specifications (e.g. formats, structure, transmission method, technical requirements). eisbach.media may adjust specifications, including, without limitation, due to technical developments.

4.2 Advertising Material must be delivered no later than 10 days before display begins. In case of late delivery or subsequent changes, eisbach.media shall not be responsible for proper display of the Advertising Material.

5 Contract Term, Display Time, Placement, Locations

5.1 The contract term begins and ends as agreed. This applies even if display cannot start on time due to the Client's delay with the provision of data/information/Advertising Material/briefings etc.

5.2 Display shall take place within the agreed daily broadcasting time and according to the daily rotation determined by eisbach.media at its reasonable discretion. There is no entitlement to a specific sequence or time placement.

6 Extraordinary Termination

6.1 The parties exclude the right to terminate an Advertising Order ordinarily.. The right to extraordinary termination for good cause remains unaffected.

6.2 eisbach.media may terminate for good cause if the agreement with the Location Partner ends during the term. Already paid fees for the unused period will be refunded pro rata.



7 Prices

- 7.1 Unless otherwise agreed, the current list prices at the time of contract conclusion apply.
- 7.2 List prices for the display of the Advertising Material are net prices in EUR, excluding taxes and other charges. VAT shall be added at the applicable rate.

8 Invoicing and Payment Terms

- 8.1 Invoices are issued upon conclusion of an Advertising Order or up to 30 days before campaign start.
- 8.2 Payment is due within 30 calendar days of receipt of invoice without deduction. A payment is considered on time if the funds are received by the due date.
- 8.3 After expiry of the payment deadline, the Client is in default without reminder. Statutory default interest applies.

9 Summation and Retention

- 9.1 In case of payment default, eisbach.media may suspend display.
- 9.2 The Client may only set off undisputed or legally established claims. Retention rights apply only if based on the same contractual relationship and legally established or acknowledged.

10 Warranty and Limitation of Liability, Force Majeure

- 10.1 In the event of defective performance of the display that is attributable to eisbach.media, warranty is limited to subsequent performance (re-display in equivalent environment).
- 10.2 Claims for damages shall only apply in cases of intent or gross negligence. Liability for slight negligence is excluded except for injury to life, body, health, or essential contractual obligations. Consequential damages, including loss of profit, lost savings, interest losses, and third-party claims against the Client, shall be excluded.
- 10.3 eisbach.media shall not be liable for any damages incurred by the Client as a result of non-performance, delay, interruption, or termination of the display if eisbach.media is not responsible for such circumstances (e.g., strikes; force majeure; construction or demolition measures carried out or ordered by public authorities; closure of traffic areas by Location Partners, outages or disruptions of online or mobile communications due to internal or external causes, program failures resulting from technical defects outside the sphere of control of eisbach.media (herein referred to as "**Force Majeure**").

11 **Withdrawal and Cancellation**

- 11.1 Unless otherwise agreed, either party may withdraw fully or in part from the Advertising Order up to 6 weeks (42 calendar days) before start of display in text form, e-mail being sufficient. This does not apply to Advertising Materials of 180 seconds or longer or sponsorships.
- 11.2 eisbach.media may withdraw at any time in case of Force Majeure. It may also withdraw up to 10 days before display if a conflict of interest due to competition arises between the Client and the Location Partner. In these cases claims of the Client shall be excluded.
- 11.3 Withdrawal after the 6-week deadline requires eisbach.media's consent.

12 **Confidentiality**

- 12.1 **eisbach.media** and the Client undertake to treat as confidential any information, data, and documents they receive from the other party that are not intended for display, and — except in the case of an official or legal order — not to make this information accessible to third parties. This applies, without limitation, to contracts, price lists, and discounts. Third parties are companies not legally affiliated with **eisbach.media** within the corporate group.
- 12.2 Personal data processing shall comply with applicable data protection laws.

13 **Final Provisions**

- 13.1 German law applies exclusively. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 13.2 Only the German version of these General Terms and Conditions shall be authoritative for their interpretation. The English version is for informational purposes only and is not legally binding. In the event of discrepancies or contradictions, the German text shall prevail. 13.3 The exclusive place of jurisdiction for all disputes arising in connection with these General Terms and Conditions and the Advertising Orders governed by these General Terms and Conditions is Munich, Germany