

Additional terms for production orders

For orders for the production of advertising material or advertising content (advertising content production), the following provisions also apply and take precedence over the General Terms and Conditions of AD ALLIANCE

A. General provisions for production orders

The Client is required to check without delay on whether the draft designs made available to it meet the contractual specifications and to declare or, stating reasons, refuse approval. Costs for any delays shall be borne by the Client.

Deliveries (including data carriers and transmitted data) by the Client or by a third party deployed by the Client do not have to be examined by AD ALLIANCE unless the data is not readable or manifestly cannot be processed.

In the case of data transfers the Client is required in each case, before transmission, to make use of state-of-the-art anti-virus programs or systems. The Client alone is obliged to provide data backup. AD ALLIANCE is entitled to make a copy.

The Client's responsibility for the contents of the advertising materials (section A.7 of the GTCs) and for the completeness of the rights transferred to AD ALLIANCE (section A.6 of the GTCs) shall also apply to the materials provided by the Client (texts, photos, slogans, etc) for the production of advertising materials, as well as elements provided for advertising content production.

Delivery dates must be confirmed in written form. By placing an order, the Client accepts any deadlines that may be set by AD ALLIANCE for the performance of its cooperation services and undertakes to adhere to those deadlines. An agreed delivery period will be interrupted for the duration of the examination by the Client of drafts, demos, test versions etc. The duration of the interruption is calculated as being from the date of notification by the Client to the date of receipt by AD ALLIANCE of the Client's comments. If the Client requests changes to the order after it has been placed that will affect the period needed for production, the delivery period will be extended accordingly. In case of default on delivery, the Client shall be entitled to exercise the rights which are its legal due only after it has set a reasonable extension of at least one week.

The work products shall be accepted in written or text form within three working days except where AD ALLIANCE has set a different deadline. If no declaration of acceptance is received in due time, the work product shall be deemed accepted.

AD ALLIANCE shall retain usage rights to drafts rejected by the Client or not realised. This shall also apply to services by AD ALLIANCE which are not the object of special statutory rights, in particular copyright.

The Client shall acquire, as of payment in full, the simple right of use of the advertising materials/ advertisements or content created by AD ALLIANCE or the Provider for publication in the agreed media for the agreed period of time. Processing or changes to the content of the advertising materials/ advertisements or content are only permissible with the prior consent of AD ALLIANCE. The further transfer or licensing of the usage rights by the Client to third parties and the use of the advertising materials/ advertisements or content (or parts thereof) in further publications shall be subject to the prior consent of AD ALLIANCE. If such extended use is desired, the Client will receive, on request, an offer for the fee to be paid.

Checking with the Client on the acceptability of drafts is done free of charge in the form of a maximum of three correction loops. Work needed in excess thereof (additional corrections, highly complex

additional functionalities etc) may be charged to the Client by AD ALLIANCE unless AD ALLIANCE is responsible for the extra work. The billing is on the basis of a daily rate of €750 plus VAT on the basis of work actually done. Control proofs, changes to delivered/transmitted data and similar preliminary work and changes requested by the Client are charged to the Client. This also applies where AD ALLIANCE makes use of third parties for the performance of the service, whether wholly or in part. The fees for production orders are not eligible for discounts, do not generate discount and are not eligible for AE.

If the Client terminates a production order contract without good cause being present, it shall be required to pay a reasonable fee for the services rendered and expenses incurred up to that date, but at least 30% of the order value. Personal services are billed on the basis of a daily rate of €750 plus VAT.

B. Special Provisions for the production of print products:

The Client delivers printable PDF files, ideally with a reference proof per page for print matching.

Control proofs, changes to delivered/transmitted data and similar preliminary work and changes requested by the Client, including any possible machine downtime caused thereby, are charged to the Client. This also applies where the Provider makes use of third parties for the performance of the service, whether wholly or in part, and the third party bills for the relevant costs.

Print services in commercial transactions are subject to the trade practices of the printing industry, except where the order specifies otherwise. Tolerances for colour deviations are governed by the provisions of the Media Standards of the German Printing and Media Industries Association, as most recently amended. In addition, any liability for defects which do not or only insignificantly compromise value or usability shall be excluded. In the case of deviations in the properties of the material used, AD ALLIANCE shall be liable only up to the amount of the order value.

C. AD ALLIANCE reserves the right to exclude selected browser / versions, devices and operating systems when producing digital advertising material and digital advertising content production (display advertising forms, microsites, landing pages, etc.) that are programmed with the latest technology standards.