

General Terms and Conditions Feratel Switzerland analogue / digital advertising

These General Terms and Conditions (GTC) govern the legal relationship between the Customer and Feratel Schweiz AG. The Customer is obliged to inform himself of the version of the GTC valid at that time before concluding the contract. The German text shall be authoritative. Deviating provisions shall only be binding if the parties have agreed them in writing.
The GTCs are available on the website.

1. Contracting parties

- 1.1 The Customer may be a legal entity or a natural person. The Customer shall be authorised and obligated vis-à-vis Feratel, even if it is represented by an agency.
- 1.2 In the case of contracts with a general contractor agency (GC) in accordance with Clause 16, the GC shall be Feratel's customer and not the end customer.
- 1.3 The Customer shall not be permitted to transfer rights from a contract for 'analogue and digital advertising' to third parties. In particular, the subletting or transfer of advertising space to third parties is prohibited.
- 1.4 Feratel may provide its services itself or through third parties.

2. Scope of application / subject matter of the contract

- The GTC shall govern the contract or the order confirmation for 'analogue and digital advertising':
- 2.1 intra-year contracts with a term of up to 11 months. The billposting period is generally limited to weeks, months or a season.
 - 2.2 Long-term contracts with a term of at least 12 months (standard: beginning of December to end of November).
 - 2.3 Subject matter of the contract: The subject matter of the contract between the Customer and Feratel shall be the rental of advertising space and the printing of posters or the print order.
 - 2.4 Feratel shall place the advertising media in accordance with the contractual provisions/order confirmations and their appendices.
 - 2.4a The content of the advertising material and its data shall be based on the checklist/production plan. Feratel accepts no liability for incorrectly supplied print data. The towns and locations for the advertising material are included in the address list for the contract/order confirmation. The format and quality of the advertising material must comply with the guidelines in the checklist/production plan.

3. conclusion of contract

The GTC shall govern the conclusion of a contract for 'analogue and digital advertising':

3.1 Principle - Contracts during the year in accordance with Clause 2.1 shall be concluded when Feratel confirms the Customer's order in writing. - Long-term contracts in accordance with Clause 2.2 shall come into effect upon mutual signing of the contract or upon written order confirmation.

3.2 The Customer or the Customer's employees must provide evidence of their authorisation to conclude a contract with Feratel Schweiz AG

3.3 The duration of the contract shall normally be based on the calendar period from December of the current year to November of the following year.

4. Prices / Fees

4.1 The sales price shall be based on the tariff in the sales documentation and the current price list. Changes are reserved until the conclusion of the contract in accordance with Clause 3.

4.2 If a price is quoted in a foreign currency, this shall be deemed to be a non-binding guide price. A guide price in foreign currencies shall be quoted on the basis of an exchange rate determined by Feratel. The actual price to be paid shall be bindingly determined by Feratel when the invoice is issued.

4.3 In addition to the sales price, the following fees and charges are due for a contract for 'analogue and digital advertising':

Customs duties, additional costs due to late or incorrect delivery of the advertising material, shipping costs, transport costs, painting, electricity and maintenance costs, costs for any supporting documents as well as additional work such as pasting of templates, additional subject changes, special pasting and the like, plus VAT in each case.

4.4 In the case of contracts/order confirmations, a subject is included in the sales price and shown separately. Written contractual agreements to the contrary remain reserved.

4.4a The subject change shall take place in week 20 - 22; in the event of a change during this period, only the production and installation costs shall be charged. Further changes of the advertising subject subject to a charge will be made in accordance with a separate agreement.

4.5 In the case of long-term contracts, any price changes and/or index adjustments with effect from the extended display period shall be notified by Feratel to the Customer in writing by 31 March at the latest. If the Customer does not terminate the contract, this shall be deemed to constitute consent to the price change/index adjustment.

5. Terms of payment

5.1 Invoices shall generally be issued after placement of the advertising media. Feratel shall be entitled to demand advance payment or payment by instalments. If the advance payment is not received on time, Feratel shall be released from its obligation to perform. The Customer shall nevertheless owe the agreed payment, whereby the cancellation conditions pursuant to Clause 12 shall apply. If a long-term contract provides for payment in instalments, the entire amount shall be due for the entire term of the contract in the event of default in payment of even one instalment.

5.2 The invoice is due and payable without discount within 20 days of the invoice date.

6. Debtor's default / non-fulfilment of the contract by the customer

6.1 If the customer is in default of payment, he shall owe default interest of 5% p.a. from the due date without prior reminder.

6.2 If the Customer is in arrears with agreed instalments in the case of long-term contracts pursuant to Clause 2.2, the entire invoice amount owed for the term of the contract shall become due for payment immediately, without prior reminder.

6.3 Feratel reserves the right to discontinue advertising without prior notice if the Customer defaults on payment. The billposting price and fees shall remain due for the contractual term.

6.4 If the Customer does not fulfil the contract or does not fulfil it properly, Feratel shall be entitled to withdraw from the contract without further ado after unsuccessful reminder and setting of a grace period. No reminder and setting of a grace period shall be required in the cases set out in Clauses 7.2, 9.2 and 11.4.

6.5 If Feratel justifiably cancels the contract, the Customer shall owe Feratel the billposting price and fees in accordance with the contract as well as any further compensation.

7. Content / design of the advertising material

7.1 The customer bears sole responsibility for the content and design of the advertising material. In particular, the Customer must ensure that the statutory provisions of the Confederation, cantons and communes, the industry regulations and the GTC are fully complied with. Feratel shall not check the content of the advertising material. However, Feratel reserves the right, in cases of doubt, to submit the display of advertising material to the competent authorities for assessment and decision and to reject the display without giving reasons and at its own discretion. Should Feratel be held liable by third parties due to the content or design of an advertising medium, the Customer shall indemnify and hold Feratel harmless.

7.2 If the display of an advertising medium is prohibited in whole or in part by the authorities or by the contractual partner, or if it cannot be realised as agreed for other official or technical reasons, Feratel may refuse to execute the order without giving any further reason and withdraw from the contract without the Customer being entitled to compensation. The same shall apply if Feratel prohibits the billposting for legal reasons.

7.3 The billposting price and fees shall continue to be owed in full in accordance with the contract. The Customer shall bear the costs incurred for the necessary covering or over-covering of the advertising material and shall be liable to Feratel for any further damage.

7.4 The mountain railway companies shall be entitled to make the execution of the advertising dependent on their consent. The Customer shall provide Feratel with a draft for this purpose.

8. time of occupancy

8.1 The notice period is specified in the contract in accordance with Section 2. Exceptions due to public holidays must be observed.

8.2 In the case of seasonal businesses, the posting of notices is limited to the seasonal periods. This regulation also applies to long-term contracts in accordance with Clause 2.2. The billposting price remains payable in full for the entire billposting period.

8.2a In the case of seasonal businesses, the display of advertising material shall be based on their operating period and timetable. Delays in posting due to weather conditions are reserved. The nationwide posting starts in week 45, all postings are guaranteed from Christmas.

8.3 If the start of the posting period is specified as a calendar week, this will generally be according to the days listed on the sales documents. However, a later posting in this week shall not constitute a delay on the part of Feratel.

8.3a. Long-term and fixed-term contracts and campaigns (confirmation) shall entitle the customer to extend the contract term for the booked advertising space by a further year in writing by 30 April (receipt of the extension by Feratel).

9. Delivery of the advertising material

9.1 If the contract provides for delivery of the advertising material by the customer, the customer must deliver the advertising material required under the contract carriage paid to the address stated in the contract. Delivery shall be at the expense and risk of the customer, at the latest on the date agreed in the contract. In addition to the physical delivery of the advertising material, the Customer shall send Feratel the advertising material as a PDF file.

9.2 Non-delivery or improper delivery of the advertising material by the Customer shall not lead to a change in the posting time. Any damage shall be borne exclusively by the Customer. The billposting price and fees shall remain payable in full, even if the billposting is no longer or only partially carried out.

9.3 The advertising material supplied is intended for single use. Feratel shall be free to dispose of unused advertising material at the end of the display period unless otherwise agreed.

10. Format / quality of the advertising material

10.1 The format and quality of the advertising material shall be specified by Feratel in the order confirmation / production plan.

11. Poor fulfilment / non-fulfilment by Feratel

11.1 If Feratel is unable to fulfil the contract or cannot fulfil it properly due to insufficient advertising space (reduction in space, concession regulations or other reasons for which Feratel is not responsible), it shall relocate the affected advertising media. Any resulting change in the billposting price shall be credited or debited to the Customer. The customer shall not be entitled to any compensation or other damages resulting from a re-placement.

11.2 If repositioning is not possible, Feratel reserves the right to reduce the number of postings or to reduce the posting time. Feratel shall only charge for the services provided. The Customer shall not be entitled to any compensation or damages.

11.3 If the use of an advertising medium is not possible or only possible to a limited extent in the period from confirmation until after placement of the advertising material due to natural events, acts of force majeure by third parties or other forms of force majeure for which Feratel is not responsible, the billposting price and fees shall continue to be owed without entitlement to compensation or other damages.

11.4 The amendment or cancellation of the licence agreements between Feratel and its current licensors, the amendment of statutory or official regulations and the withdrawal of individual advertising objects or advertising spaces shall entitle Feratel to withdraw from the contract immediately, in part or in full, without compensation at any time.

11.5 Temporary interruptions to operations shall not result in a change to the contract.

12. Cancellation of the contract

12.1 The Customer may withdraw from the contract after conclusion of the contract/order confirmation pursuant to Clause 3.1 with the following cost consequences. Feratel must be informed of the cancellation by the Customer by registered letter, whereby the date of receipt of the information by Feratel shall be decisive.

12.2 The following cost consequences must be observed: up to 12 weeks before the start of posting: 75 %, less than 12 weeks 100 %.

12.3 Partial cancellations and postponements in subsequent periods shall be deemed equivalent to cancellations.

13. control / maintenance of advertising media

13.1 Feratel shall maintain the billboard and the advertising material. It shall replace damaged, stolen or soiled billboards as quickly as possible and invoice the Customer for the costs of production.

13.2 Lost, stolen and damaged advertising material shall be replaced by the Customer at its own expense.

13.3 If, in the case of long-term contracts in accordance with Clause 2.2 GTC, an installation is taken out of circulation before the end of the posting period or if the advertising material has to be relocated for other reasons, the customer shall bear the costs of dismantling and producing and installing the replacement advertising material.

14. Liability / Warranty

14.1 Feratel's liability shall be limited to the amount corresponding to the agreed billposting price (calculated over one year in the case of long-term contracts), but to a maximum of CHF 5,000.00 (five thousand Swiss francs).

14.2 Feratel shall not be liable for loss, theft, damage, vandalism and soiling of the advertising media and their technical advertising equipment.

14.3 Feratel shall provide the services under the contract with due care, using up-to-date and appropriate tools and observing the instructions given to it by the Customer for the execution.

Warranty claims that go beyond those mentioned in these GTC shall not exist.

15. Legal succession / transfer of contract

15.1 Contracts shall remain in force for any legal successors of Feratel.

15.2 Feratel shall be notified in writing within 30 days of any planned change of legal status of the contractual partner. If Feratel does not object within 30 days of notification of the change of legal status, the contract concerned shall remain in force. If Feratel exercises its right of objection, the contract concerned shall become invalid with immediate effect. Costs arising from the current contract shall be borne by the respective legal successor.

16. advisory commissions

16.1 The relevant regulations provide information on the granting of advisory commissions (AC). These regulations can be viewed at Swiss Media / Swiss Advertising Client Association (SWA)

17. General contractor agencies (GCs)

The following supplementary provisions apply:

17.1 The GC shall secure the billposting price and the fees by means of a guarantee from a Swiss bank or by means of a joint and several guarantee from the end customer or a third party recognised by Feratel. Feratel may waive the guarantee in writing.

17.2 In its offers, contracts and invoices to the end customer, the GC shall charge the billposting price and Feratel's fees (pursuant to Clause 4) without surcharges.

17.3 The GC shall be obliged vis-à-vis Feratel to comply with the GTC. Where necessary, it shall impose these on the end customer.

17.4 If the GC fails to fulfil its obligations pursuant to Clauses 17.2 and 17.3, Feratel shall reserve the right to assert claims for direct and indirect damages as well as recourse against the End Customer.

17.5 Feratel shall be entitled to contact the End Customer directly without informing the GC in advance.

18. Confidentiality / Data protection

18.1 Feratel shall treat the files received from the Customer confidentially. It shall use the files exclusively for the purpose of concluding and processing the contract and for maintaining the customer relationship. This shall not apply to Section 9.3

19. Correspondence / Storage

19.1 Unless otherwise agreed, Feratel and the Customer shall communicate by correspondence.

19.2 Messages which the contracting parties transmit by e-mail or fax shall be deemed to be business correspondence.

19.3 The risk of loss or alteration of an electronic message to be transmitted shall remain with the Customer until it has been received in the Feratel data memory.

19.4 If an error message or interruption occurs during the transmission of an electronic message, the Customer shall be obliged to repeat the transmission until it is duly completed or to process it via another transmission channel.

19.5 If the Customer receives a faulty message, the Customer shall be obliged to inform Feratel immediately.

20. Applicable law and place of jurisdiction

20.1 All legal relationships between the Customer and Feratel shall be governed by Swiss law. The place of jurisdiction shall be the respective registered office of Feratel. Feratel shall be entitled to take legal action against the Customer before the competent court at the Customer's place of residence or business or before any other competent court.

21. Final provisions

Feratel reserves the right to amend these GTC at any time. The current version of the GTC is available on the website.