

# **Print GTC for Ringier AG (Ringier Advertising) for advertisements and special inserts in newspapers and magazines**

dated 12 December 2023

## **1. General**

### **1.1. Scope of application**

These Print General Terms and Conditions (“GTC”) regulate the contractual relationship between the advertiser or the advertising agent commissioned by the advertiser, provided the latter is acting in its own name and for its own account (Client), and Ringier AG (Ringier Advertising) for advertisements in a magazine or newspaper published by Ringier AG and Ringier Magazine AG, the special forms of insert available in these and other magazines or newspapers, such as loose inserts, bound inserts, supplements, product samples, etc. and advertisements in third-party publications marketed by Ringier Advertising (hereinafter all referred to as “Advertisements”).

The Client expressly agrees that the Advertisements may also be circulated through the online services of publishers or third-party advertisers.

### **1.2 Representation by an agency**

Advertising orders from agencies in the name and for the account of the advertiser (customer of the agency) and in the name of the agency and for the account of the advertiser (indirect representation) are only accepted by Ringier Advertising for named customers. The agency dealing with Ringier Advertising must inform Ringier Advertising before the contract is concluded whether it is acting in the name and on behalf of the advertiser (direct representation) or in its own name and on behalf of the advertiser (indirect representation). In the case of direct representation, the advertiser is Ringier Advertising’s contractual partner; in the case of indirect representation, the agency is Ringier Advertising’s contractual partner. If there is any uncertainty regarding representation, the contract is considered to have been concluded with the agency itself (indirect representation).

Ringier Advertising is entitled to request agencies to provide proof of a mandate or power of representation. The advertiser declares in the power of representation granted by it that it will notify Ringier Advertising immediately if it revokes the mandate or power of representation granted to the agency. The advertiser declares in the power of representation that it is responsible for the content of the contract, in particular for its form and legality, and liable for all consequences of non-compliance with statutory provisions. The advertiser is liable to Ringier Advertising for the payment of the services detailed in the agreement and the corresponding invoices issued by Ringier Advertising in the name of the representative. Any rights of appeal that the advertiser may have against the agency are an integral part of the bilateral legal relationship between the advertiser and the agency and may not be asserted against Ringier Advertising or used to justify the non-payment or late payment of invoices issued by Ringier Advertising. An advertiser represented directly by an agency can only be validly released from its payment obligations to Ringier Advertising by paying what it owes to Ringier Advertising. Ringier Advertising reserves the right to contact the advertiser being directly represented and to send it a copy of the signed contract.

The agency is responsible for informing its customer of its rights and obligations arising from all parts of the contract. The agency undertakes to comply with the accounting obligations to its customers in accordance with Art. 400 and 401 of the Swiss Code of Obligations.

## **2. Concluding advertising contracts**

Quotations and offers from Ringier Advertising are always subject to change and, in particular, are subject to the availability of advertising time and/or advertising space.

An advertising order is legally valid if Ringier Advertising confirms it in writing or by email and the advertiser or the agency does not object to this order confirmation in writing or by email within 48 hours, or

if necessary, a corresponding agreement is countersigned by the advertiser or the agency. Ringier Advertising has the right to request written confirmation of the advertising order from the advertiser or the agency (email will suffice). The advertising order will in all events be considered to have been confirmed upon placement of the insert (print material) in the agreed titles. In such cases, placement of the Advertisement replaces the confirmation from Ringier Advertising. In this case, the advertiser or the agency may not object.

The advertising order is regulated exclusively by these GTC and the documents listed below, which are an essential and integral part of the contract:

- Order confirmation
- Any existing customer agreements
- Any existing agency agreements
- Advertising media specifications (available in the respective version valid at the time of contract conclusion at <https://www.ringier-advertising.ch/print>)

### **3. Rights and obligations of Ringier Advertising**

#### **3.1 General**

Ringier Advertising will provide the agreed services with the utmost care.

Ringier Advertising may engage the services of third parties at any time to fulfil its contractual obligations.

#### **3.2 Right to reject and suspend the service**

Ringier Advertising has the right to refuse advertising orders from advertisers and/or agencies at any time without providing any reasons. Ringier Advertising must inform the Client of any such rejection without delay.

For advertising orders that have already been concluded, Ringier Advertising is entitled, at its own discretion, to reject immoral or illegal content in the Advertisements (such as in particular depictions of violence, pornographic or racist content, incitements to violence or criminal offences, games and bets that violate the Swiss Gambling Act, unsolicited advertising mailings (spam), content that violates the rights of third parties, such as in particular copyright, trademark, design, patent or personal rights, content that violates the Swiss Act against Unfair Competition or relevant advertising regulations, e.g. for tobacco, alcohol, medicinal products, food advertising, etc.) at any time, without prior notice and without consulting the Client, or to remove the Advertisement with immediate effect. This does not entitle the Client to any claims against Ringier Advertising.

Ringier Advertising is expressly released from the obligation to provide services relating to (outstanding) freespace, condition and performance compensation credits if an inventory item is no longer being marketed by Ringier Advertising. This does not entitle the contractual partner to any claims against Ringier Advertising.

### **3.3 Advertisement design**

Advertisements are labelled accordingly, e.g. with the word "Advertisement". In the case of editorialised Advertisements, the basic typeface, the title and the logo of the relevant publication may not be used. Orders for special forms of advertising such as loose inserts, bound inserts, supplements, product samples, etc. are only binding for Ringier Advertising once a sample has been submitted and approved.

### **3.4 Dates/placements**

Ringier Advertising reserves the right to reschedule the publication date and placement of an Advertisement. Placement requests will be taken into account wherever possible.

Placement guarantees are subject to the additional costs incurred. In the event of disruptions to operations or interference due to force majeure, the publication of the Advertisement may be cancelled or rescheduled without prior notice.

### **3.5 Retention of print data**

The obligation to retain print documents expires two months after publication of the Advertisement. Print documents will not be returned.

## **4. Rights and obligations of the Client**

### **4.1 Responsibility for quality and advertising content/warranty**

The Client bears sole responsibility for the Advertisements it submits to Ringier Advertising for publication and the content thereof. The Client undertakes and guarantees to review its Advertisements, content, products and other information to ensure that they are legally compliant and free of errors and to deliver the complete advertising material correctly.

### **4.2 Property rights**

The Client guarantees that it has obtained all rights necessary for the production of the advertising material and holds all rights necessary for the placement of the Advertisement.

The Client grants Ringier Advertising and the publisher all copyrights, related rights and other rights necessary for the use of the Advertisements, in particular the right to reproduce, distribute (in particular on print and online channels), transmit, edit, store and retrieve from a database, with regard to time, place and content to the extent necessary for the execution of the order, as well as the corresponding sub-licensing rights.

The Client grants Ringier Advertising and the publisher the right to label the Advertisements with the word "Advertisement" or similar where necessary, to retain copies of the Advertisements and to make these available to the Publisher through a database to the extent necessary for the fulfilment of the advertising order.

In all other respects, all property rights (copyrights, trademark rights, design rights, etc.) for content, logos, layouts, etc. belong to and remain the property of Ringier Advertising, the publisher or third parties who provided them. The Client acknowledges and agrees that it has no claims to the aforementioned intellectual property rights as a result of the contractual relationship with Ringier Advertising.

The Client or the agency authorises Ringier Advertising to submit the advertising material to the relevant competent authority (e.g. Federal Office of Communications OFCOM, Swissmedic, Gespa, Federal Office of Public Health) for assessment if Ringier Advertising has doubts about the legal admissibility of the advertising material.

If there is any doubt about the legal admissibility of an Advertisement, Ringier Advertising is authorised to reject the Advertisement or halt publication (see section 3.2).

### **4.3 Indemnification**

If Ringier Advertising, a member of a governing body or an employee of Ringier Advertising is held liable under criminal, civil or administrative law due to the unlawfulness of information provided by the advertiser or the agency, a lack of third-party consent, the infringement of third-party rights or data protection violations or other violations of the law by the contractual partner or a third party commissioned by it, the contractual partner will indemnify the parties concerned against all claims upon first request and hold them fully harmless.

## **4.4 Notification of defects**

The Client must check the Advertisements immediately when publication begins and report any defects in writing immediately after publication; the Advertisement will then be deemed approved. If there are apparent defects, the notification period will begin when the Advertisement is published. For hidden defects, the notification period will begin when the defect is discovered. The right to a price reduction is expressly excluded.

## **5. Closing agreements**

### **5.1 General**

According to the applicable rates for each medium ([www.ringier-advertising.ch](http://www.ringier-advertising.ch)), the Client and Ringier Advertising may conclude discount agreements for a certain volume (turnover or quantity) defined by the Client for a term of 12 months (“closing agreements”). The rates of the respective medium apply. The discount is always applied to the advertising value and not to technical or sales-related costs.

### **5.2 Term**

Closing agreements (based on turnover or quantity) must be settled within one calendar year. The term of the closing agreement always ends on 31 December of the corresponding (same) year. This does not apply to any express written agreements between Ringier Advertising and the Client. In general, each closing agreement is only intended to cover Advertisements from one Client. The desired amount of the agreement and the start of the term must be agreed in writing with Ringier Advertising.



### **5.3 Closing agreements for group companies**

A shared discount for companies belonging to the same group can only be applied if the terms of the closing agreement are identical and if the same company has at least a 50% direct or indirect controlling interest in the companies. Unless otherwise agreed, the term of a closing agreement for Group companies is one calendar year.

### **5.4 Reimbursement/adjustment charges**

If a higher contract level is reached within the term, the Client is entitled to the correspondingly higher discount. The discount difference will be paid to the Client after the end of the term of the closing agreement. If the agreed volume is not reached, a corresponding adjustment charge will be made in accordance with the contract/discount levels set out in the documentation for the Advertisement.

### **5.5 Dynamic pricing**

For bookings under dynamic pricing conditions, please refer to the Ringier Advertising factsheet "Dynamic Pricing", available at <https://www.ringier-advertising.ch/en/print/dynamic-pricing/>.

## **6. Base prices**

### **6.1 General**

The prices, additional costs and discounts in the documentation for Advertisements are applied to all Clients in accordance with the publisher's standardised guidelines. Advertising agents such as media and advertising agencies are obliged to adhere to the applicable advertising prices and conditions of Ringier Advertising in their offers, contracts and invoices to their customers. The advertising prices are subject to change and also apply to current orders from the effective date (see Section 11.2).

## **6.2 Advisory commission (AC)**

The relevant regulations apply to the advisory commission in accordance with the rate for each medium, available at [www.ringier-advertising.ch](http://www.ringier-advertising.ch).

## **6.3 Annual sales premium (ASP)**

An annual sales premium based on the net invoice amount is granted to all direct Clients whose advertising orders are guaranteed to generate a minimum annual turnover of CHF 30,000 (excluding classified ads and VAT) in one or more publications marketed by Ringier Advertising. Further provisions in this regard are provided within the scope of the corresponding rates available at [www.ringier-advertising.ch/en/print](http://www.ringier-advertising.ch/en/print).

## **6.4 Advisory commission and annual sales premium**

Advisory commission and annual sales premium cannot be combined. In the event of non-compliance with the terms of payment, any AC and ASP already paid out to the Client will be recovered.

## **6.5 Value added tax**

All advertising prices exclude VAT. If the invoice is issued to a non-Swiss company, Swiss VAT does not apply.

# **7. Invoicing and terms of payment**

## **7.1 Invoicing**

Ringier Advertising will invoice the Client once the agreed service has been fully delivered or on a monthly pro rata basis. If Ringier Advertising is unable to provide the agreed service in full or at all during the agreed campaign period

due to circumstances for which the Client is responsible, in particular because Ringier Advertising has not received the Advertisements on time or properly, has received them in an incorrect format or with illegal content, Ringier Advertising is entitled to invoice the Client in full for the remuneration owed for the service in accordance with the order.

If Ringier Advertising is unable to provide the agreed service in full or at all during the agreed campaign period due to circumstances for which the Client is not responsible, Ringier Advertising will invoice the Client for the remuneration owed for the service in accordance with the order on a reduced pro rata basis. The same applies to cases in which the agreed service is not delivered or not delivered in full due to circumstances for which Ringier Advertising and not the Client is responsible.

## **7.2 Payment period/default in payment**

Unless otherwise agreed, all invoices are payable without any deductions by no later than 30 days after invoicing. In the case of late payment, Ringier Advertising is entitled to charge a reminder fee of CHF 20.00 for each reminder. In the event of late payment, the Client will be charged the usual statutory default interest and expenses for collection. If the Client fails to pay the invoice(s) despite a reminder, Ringier Advertising is entitled to cancel the order without notice (cancellation for good cause pursuant to Section 10.5). In the event of late payment, Ringier Advertising is entitled to cancel the Client's order immediately without a reminder and to suspend any outstanding Advertisement placements. Despite this, the Client is still obliged to pay the full contractual amount and is also liable for all further damages.

## **7.3 Advance payment/sureties**

Notwithstanding the provisions of Section 7.1, Ringier Advertising reserves the right to invoice orders monthly in advance. Unless otherwise agreed, advance payment is due one week before the first publication of the Advertisement. If this payment deadline is not met, Ringier Advertising is entitled to cancel the planned Advertisement without issuing a reminder. The Client remains obliged to pay the full contractual amount and is also liable for all further damages. Ringier Advertising is entitled to require advance payments or sureties for further services in the following cases in particular:

- In the event of a default in payment by the Client in accordance with Section 7.2;  
or

- if Ringier Advertising is informed of payment difficulties on the part of the Client or in the event of a significant deterioration in the Client's financial circumstances.

## **7.4 Offsetting prohibition**

The Client is not entitled to offset any counterclaims against Ringier Advertising.

Our data protection provisions, available at <https://www.ringier-advertising.ch/en/data-privacy>, also apply.

## **8. Data protection**

Data protection and data security are a high priority for Ringier Advertising. When processing personal data, Ringier Advertising complies with the applicable Swiss data protection legislation. The Client guarantees Ringier Advertising that it will also comply with all applicable data protection legislation and confirms in particular that all personal data provided by it has been collected legitimately and may be used by Ringier Advertising or the publisher to fulfil the contract it has awarded. Ringier Advertising undertakes to use the Client's data only to fulfil the agreed order and to manage the contractual relationship, unless otherwise agreed. Ringier Advertising is also authorised to process the Client's personal data for marketing purposes, in particular to provide customised offers.

The Client may restrict or prohibit the use of its data for marketing purposes by sending its objection to Ringier Advertising by email, post or telephone.

## **9. Warranty and liability**

### **9.1 Warranty**

Ringier Advertising guarantees the best possible publication of the Advertisement in accordance with the relevant industry standard. The Client acknowledges that the latest technology does not make it possible to ensure that the Advertisement is published completely free of errors at all times.

Minor errors, in particular minor impairments to the reproduction of the Advertisement, are excluded from the warranty. Furthermore, Ringier Advertising accepts no liability for the transmission of the advert to the Ringier Advertising server. Ringier Advertising is not obliged to check the Advertisements or the content provided for legal conformity, correctness, currentness, completeness, quality and/or accuracy and assumes no guarantee or liability for this. Ringier Advertising does not guarantee the accuracy, up-to-date nature and completeness of information accessible through the publisher's own media properties.

### **9.2 Direct and indirect damages**

Ringier Advertising is liable without limitation for direct damage caused intentionally or through gross negligence. In the event of minor negligence, Ringier Advertising is liable for personal injury without limitation, and for property damage and financial loss up to the production costs of the service purchased by the Client, but not exceeding CHF 30,000.00 per loss event.

Ringier Advertising accepts no liability for indirect damages, lost sales or lost profits. Mandatory legal provisions remain reserved. Where Ringier Advertising is obliged to pay compensation,

Ringier Advertising must ensure that the Client is in the same position as if the contract had not been concluded (“negative interest”); compensation for non-fulfilment is excluded.

### **9.3 Damages for reasons not attributable to Ringier Advertising**

Ringier Advertising will not be liable if the provision of the service is temporarily suspended, restricted in whole or in part, or becomes impossible due to force majeure. Force majeure includes, in particular, power failure and malware (e.g. viruses). Ringier Advertising is under no circumstances responsible or liable for misuse by third parties (e.g. hackers, transmitters of computer viruses), for security deficiencies in telecommunications networks and the Internet or for the costs of any support services provided by the Client or third parties commissioned by the Client.

## **10. Term of contract, right of withdrawal, rescheduling and termination**

### **10.1 Term of contract**

The start and term of the contract are defined in the order.

### **10.2 Right of withdrawal/cancellation**

Cancellation by the advertiser or the agency is generally excluded. However, Ringier Advertising may, at its own discretion, grant the advertiser or agency the right to withdraw from the contract in individual justified cases. The cancellation must be made in writing (email is sufficient) and must contain a clear justification for the cancellation. Telephone or verbal cancellation is not possible. However, if Ringier Advertising considers the cancellation to be without justification, it will not be granted at any time. If Ringier Advertising exceptionally grants the advertiser or agency a right of cancellation, the contract may be cancelled free of charge no later than 11 working days before the agreed advertising deadline. Within the last 10 working days before

the agreed advertising deadline, the contractual partner's right of cancellation granted by Ringier Advertising may only be exercised in return for a percentage compensation (contractual penalty) based on the net/net value of the respective advertising order:

- Between 10 and 6 working days: 25%
- Between 5 and 3 working days: 50%
- Less than 3 working days before the advertising deadline: 100%

### **10.3 Rescheduling**

Requests to reschedule an agreed publication date must be made in writing and submitted by the closing date. In all cases, the rescheduling is subject to available capacity.

### **10.4 Termination of fixed-term contracts**

If the term is clearly stipulated in the order, the contract will end automatically at the end of the agreed term.

### **10.5 Termination for good cause**

Ringier Advertising reserves the right to terminate the contract without notice for good cause in all cases. Good cause includes, but is not limited to:

- default in payment by the Client in accordance with Section 7.2;
- a violation of these GTC
- if the Client misuses Ringier Advertising's services for illegal or immoral purposes;  
or
- a publication in which the Advertisement should have been published is discontinued during the term of the contract.

Should the Advertisement be cancelled without notice for good cause, Ringier Advertising will be entitled to suspend publication of the Advertisement with immediate effect. The right to assert claims for damages and other claims against the Client remains reserved. Ringier Advertising is not liable to pay compensation in the case of cancellation without notice due to the discontinuation of a publication.

Should the contract be terminated without notice for good cause, the Client will, without prejudice to any other legal obligations, pay Ringier Advertising any remuneration owed for services already provided and reimburse Ringier Advertising for the difference between any volume discounts already granted and the discount calculated after termination in relation to the volume actually purchased.

## **11. Amendments**

### **11.1 Amendment to the General Terms and Conditions**

Ringier Advertising is entitled to amend or adapt the General Terms and Conditions at any time; amendments will also apply to current orders. Ringier Advertising will inform the Client of the changes at least 30 days before the new General Terms and Conditions come into force.

### **11.2 Price changes**

Ringier Advertising is entitled to change prices and modify its advertising spaces at any time, as well as to remove them from its range in whole or in part. This does not apply to advertising orders that have already been legally concluded.

Prices may change from the published rates at any time. The price changes do not apply to legally binding advertising orders. Price adjustments due to changes in tax rates (e.g. increase in VAT) are not considered price increases.



Any further development of an advertising space or an appropriate adjustment of an Advertisement for objective reasons is not deemed an amendment to the contract. It is assumed that further development or adaptation, e.g. as part of a redesign of an Advertisement, is appropriate.

## **12. Written form**

Amendments and additions to the contractual relationship, including amendments to this clause, must be made in writing to be legally effective. In addition to handwritten signatures, advanced electronic signatures (“FES”) via Skribble or another e-signature provider are also recognised as fulfilling the written form requirement. The same applies to the waiver of this written form requirement.

## **13. Non-disclosure**

Ringier Advertising and the Client must treat all information about the other contractual partner or about the publisher that is neither generally known nor generally accessible and that they have received in connection with the conclusion or fulfilment of the contract as confidential. This confidentiality obligation applies as soon as the party in question gains access to confidential information belonging to the contractual partner or the publisher, regardless of the date on which the contract commences, and continues beyond the termination of the contract.

## **14. Severability clause**

Should individual or several provisions of these GTC be or become invalid, this will not affect the validity of all other provisions or agreements if there is any doubt. In place of ineffective provisions, a provision will apply which is as close as possible to the economic meaning and purpose of the ineffective provision in a legally permissible manner. The same applies if there are loopholes that must be closed.

## **15. Transfer to third parties**

Rights and obligations arising from this contract may only be transferred to a third party with the written consent of the other party. The transfer of the entire contract to a legal successor and/or within the Group does not require approval. The other party must be notified of such a transfer in writing.

## **16. Applicable law and place of jurisdiction**

The contractual relationship is subject to Swiss law to the exclusion of the Swiss Federal Act on Private International Law (IPRG, Internationale Privatrechtgesetz) and the UN Convention on Contracts for the International Sale of Goods (Vienna Sales Convention).

The exclusive place of jurisdiction is Zurich (Switzerland).