HYDE MEDIA · 2W APS · CVR 45 37 73 93

Terms of sale and delivery

Applies to orders confirmed from 1 November 2026

These terms apply to all agreements for the booking of advertising space and related services from Hyde Media. They apply between businesses only. In case of discrepancy, the German version prevails.

1. Scope

1.1 These terms apply to all quotes, order confirmations and agreements for advertising space on scaffolding (scaffolding banners) and on facades (facade banners), including related production, installation and removal, unless otherwise agreed in writing.

1.2 The buyer (“the Advertiser”) is the company or media agency placing the order. Where a media agency orders on behalf of an advertiser, the agency and the advertiser are jointly and severally liable for the agreement unless otherwise agreed in writing.

1.3 The Advertiser’s own general or purchasing terms only apply if Hyde Media has accepted them in writing.

1.4 Agreements with property owners for the lease of advertising surfaces are governed by a separate agreement and are not covered by these terms.

2. Quotes and formation of agreement

2.1 Quotes are valid for 30 days from issue unless stated otherwise. Placements are only reserved once an agreement is formed.

2.2 An agreement is formed when Hyde Media receives the Advertiser’s written acceptance, or when Hyde Media sends an order confirmation for an order received.

2.3 The Advertiser must check the order confirmation and raise any objections within 5 working days of receipt. After that, the order confirmation is binding.

3. Prices

3.1 All prices are in Swiss francs (CHF) and exclude value added tax, which is added at the statutory rate.

3.2 The quote or order confirmation states what the price includes — typically media rental, print production, installation, removal and permit fees. Services not listed are invoiced separately as agreed.

3.3 Hyde Media reserves the right to correct obvious clerical and calculation errors. Changes in public charges, fees and permit conditions that occur after the order confirmation and are outside Hyde Media's control may be passed on.

4. Invoicing and payment

4.1 Unless the order confirmation states otherwise, the order is invoiced when the agreement is formed, with payment terms of 30 days net from the invoice date.

4.2 For special production, such as non-standard formats or materials, Hyde Media may require payment for production before it starts.

4.3 When the payment period expires, the Advertiser is in default without further reminder and owes default interest of 5% per year (Art. 104 of the Swiss Code of Obligations, OR).

4.4 If an overdue payment has not been received, Hyde Media may postpone or suspend the campaign until payment is made. The campaign period is not extended as a result.

4.5 Hyde Media may withdraw from a confirmed order if the Advertiser's creditworthiness cannot be confirmed or the Advertiser has overdue unpaid invoices with Hyde Media.

5. Moving and cancelling orders

5.1 A confirmed order is binding on the Advertiser.

5.2 The Advertiser may request to move the campaign to another period once, no later than 8 weeks before the agreed start. Moving requires the placement to be available in the requested period. Costs already incurred or committed are invoiced.

5.3 If the Advertiser cancels a confirmed order, costs already incurred or committed for production and permits are invoiced, together with the following share of the media price: more than 12 weeks before start: 20%; 6–12 weeks before: 50%; less than 6 weeks before: 100%.

5.4 Cancellation and moving must be made in writing and take effect when Hyde Media receives the notice.

6. Material and content

6.1 The Advertiser supplies print-ready material in line with Hyde Media's technical specifications. Unless otherwise agreed, material must reach Hyde Media no later than 10 business days before the campaign starts.

6.2 If material is late or of unusable quality, the campaign start may be delayed. The campaign period is not extended and the price is not reduced as a result.

6.3 Hyde Media is not liable for errors in material or proofs approved by the Advertiser, or for minor colour deviations normal in large-format printing.

6.4 The Advertiser is responsible for ensuring the advertisement complies with applicable law, in particular the Swiss Federal Act against Unfair Competition (UWG) and rules on specific products, and that it holds the necessary rights to text, images, trademarks and persons shown.

6.5 The Advertiser indemnifies Hyde Media and the property owner against third-party claims arising from the content of the advertisement.

7. Hyde Media's right to refuse content

7.1 Hyde Media may refuse, or require changes to, material that in Hyde Media's assessment breaches the law, the conditions of a permit, the property owner's guidelines or the principles of fair commercial communication, or that may harm the reputation of Hyde Media or the property owner.

7.2 If material is refused, the Advertiser may supply new material within the agreed deadlines. If the campaign cannot run because the Advertiser does not supply acceptable material, the order is invoiced in full.

8. Permits

8.1 Hyde Media applies to the competent authority for the advertising permit (Reklamebewilligung) where one is required, and obtains the property owner's consent.

8.2 Permits may come with conditions and may exclude certain content, for example advertising for alcoholic beverages, political advertising or pornographic content. Hyde Media informs the Advertiser of the conditions known to it. Clause 7.2 applies to material that does not meet them.

8.3 If a necessary permit is not granted, or is revoked or changed, for reasons outside Hyde Media's control, Hyde Media offers an equivalent placement or period. If the Advertiser declines, Hyde Media refunds the amount paid for the part of the campaign not delivered. Hyde Media has no further liability.

9. Delivery, installation and maintenance

9.1 Hyde Media handles installation and removal unless otherwise agreed. Installation may be delayed by weather, such as strong wind, or by access conditions on the construction site or at the property.

9.2 Scaffolding placements depend on construction projects; their availability follows the construction schedule. If construction is moved or shortened, or the scaffolding is taken down earlier than planned, the campaign period may be moved or shortened accordingly. Hyde Media gives notice as soon as possible and offers an alternative period or placement. If the Advertiser declines, the price is reduced proportionately for the part of the period not delivered.

9.3 If an advertisement is damaged, for example by vandalism or storm, Hyde Media repairs it within a reasonable time. If the advertisement is not visible for more than 3 consecutive days for reasons Hyde Media is responsible for, the period is extended accordingly or the price reduced proportionately.

9.4 Hyde Media documents the installation with photos.

10. Complaints

10.1 The Advertiser must notify defects in writing immediately, and at the latest within 5 working days, after discovering, or when it ought to have discovered, the defect (Art. 201 CO).

10.2 Claims for defects must in any event be made no later than 3 months after the campaign ends.

10.3 A complaint does not entitle the Advertiser to withhold payment for parts of the order not covered by it.

10.4 For a justified complaint, Hyde Media may choose to remedy the defect, extend the campaign, deliver an equivalent service or give a proportionate price reduction.

11. Liability and limitation of liability

11.1 Hyde Media is liable under the general provisions of the Swiss Code of Obligations (OR), subject to the limitations in these terms.

11.2 To the extent permitted by law, Hyde Media is not liable for indirect or consequential losses such as business interruption, loss of profit, lost turnover or loss of reputation.

11.3 To the extent permitted by law, Hyde Media's total liability is limited to the agreed price of the order the claim relates to.

11.4 These limitations do not apply to damage caused by Hyde Media intentionally or through gross negligence (Art. 100(1) OR), nor where further liability is mandatory by law.

12. Force majeure

12.1 Hyde Media is not liable for non-performance or delay caused by circumstances beyond its control, including unusual weather, fire, strikes, epidemics, decisions by public authorities, stoppages or changes in construction projects, and delays at suppliers for the same reasons.

12.2 During force majeure, the affected obligations are suspended for as long as the circumstance lasts. If it lasts more than 30 days, either party may withdraw from the affected part of the order without liability. Amounts paid for services not delivered are refunded.

13. Use of the campaign as a reference

13.1 Hyde Media may photograph and film the campaign and use the images, together with the Advertiser's name and logo, as a reference on its website, in presentations and on social media.

13.2 If the Advertiser does not want the campaign used as a reference, Hyde Media must be notified in writing no later than the campaign start.

14. Media agencies and subcontractors

14.1 Any agency commission or discount is agreed separately and applies to media rental only — not to production, installation, fees or other costs.

14.2 Hyde Media may have all or part of the work carried out by subcontractors, such as printers and installers. Hyde Media is responsible for their work as for its own.

15. Data protection

Hyde Media processes personal data about the Advertiser's contact persons to perform and administer the agreement, in accordance with the revised Swiss Federal Act on Data Protection (revDSG). Read more in our privacy policy.

16. Governing law and jurisdiction

16.1 The agreement is governed by Swiss law, in particular the Swiss Code of Obligations. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention, CISG) is excluded.

16.2 The parties shall first try to resolve any dispute amicably.

16.3 The exclusive place of jurisdiction is Basel (Canton of Basel-Stadt), Switzerland.

17. Changes

Hyde Media may amend these terms. Changes apply to orders confirmed after publication and do not affect orders already confirmed.

18. Contact

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