

Terms and conditions.

Article 1. Applicability of these terms and conditions

1. These terms and conditions apply to every offer and every agreement, and well as to their execution, between Clear Channel Nederland B.V., hereinafter called CCNL, and a client, to which CCNL has declared these terms and conditions applicable.

2. CCNL explicitly rejects and does not accept any general terms and conditions that have been declared applicable by the client, unless parties have explicitly deviated from this in writing. The client is deemed to be aware that the applicability of these general terms and conditions is essential to CCNL with respect to entering into the agreement.

Article 2. Agreement

1. By signing an order/commission and/or by confirming an order/commission and/or the corresponding appendixes in writing, digitally or verbally, the client binds himself definitively. The order is to be carried out by CCNL, unless CCNL has informed the client in writing prior to the start of the lease period that CCNL does not accept the commission.

2. All of the information provided by CCNL regarding specifications and other technical data has been supplied by CCNL to the best of the knowledge of the employee concerned, but does not bind CCNL.

3. In the event that a third party - explicitly including advertising agencies and media (purchasing) agencies – enters into an agreement with CCNL for the benefit of and/or on behalf of an advertiser and/or is involved in the realisation of an agreement with CCNL, then that third party must warrant towards CCNL that the advertiser accepts the applicability of these general terms and conditions.

4. The third party referred to in article 2.3 - together with the advertiser by order of whom the third party acted – jointly and severally liable towards CCNL regarding the compliance with the obligations that follow from the agreement with CCNL, explicitly including all payment obligations.

5. Any rights and/or obligations further to agreements concluded with CCNL can only be transferred by the client to a third party, either entirely or partially, with the prior consent of CCNL in writing.

6. The prices stipulated in an order/commission and/or the corresponding appendixes are exclusive of VAT.

Article 3. Execution of the agreement

1. CCNL will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

2. CCNL is not bound to execute the agreement if the order/commission, after having received the written, digital or verbal confirmation, has not been signed by the client.

3. If and insofar as required further to the proper execution of the agreement, CCNL has the right to have certain work activities be carried out by third parties.

4. CCNL will have the right both at the commencement time as specified in the agreement, as well as at the end time as specified in the agreement, to move the campaign period up for a period of a maximum of 48 hours, such without any compensation.

5. The client is to ensure that all (campaign) materials, if such has been agreed, and/or all of the data of which CCNL has indicated that it is essential or of which the client, in reason, should understand the necessity for the execution of the agreement is timely supplied to CCNL. If the necessary (campaign) materials and/or data that are/is required for the execution of the agreement are/is not timely and completely supplied to CCNL, then CCNL will have the right to suspend the execution of the agreement and/or to charge the client for any additional costs following from the delay, including in any case any loss of income, technical costs, labour costs and costs of transportation, such in accordance with the usual rates.

6. Unless the client explicitly objects upon concluding the agreement and/or it concerns (URL links to) mobile sites, CCNL has ownership of the (campaign) materials supplied and is entitled to file away, recycle and/or destroy the materials once the campaign period has ended.

7. By entering into this agreement and accepting these terms and conditions, the client irrevocably grants CCNL permission to use and distribute the (campaign) materials for internal and external advertising and promotional purposes for the benefit of CCNL, including in each case any intellectual property rights that apply, the execution of the agreement by CCNL and/or the manner in which the agreement is executed, including image material of the advertising objects put into use, such free of charge.

8. If the client wishes to have the used and/or spare materials returned and the materials are undamaged and available, then CCNL will charge the costs for the shipment.

9. These (campaign) materials are understood to mean both paper as well as physical posters and digital advertising communications, including landing pages and (URL links to) mobile sites.

10. Except for supplying a list of locations, CCNL is not obligated to provide any further proof.

11. The available faces of Street Furniture and other media mentioned on the order confirmation may differ from the actual placement. Both the number of faces, the number of places and the reach may vary by 5% compared to the data provided in the offer without CCNL providing a compensation.

Article 4. Change to the agreement

1. Further to a change in the locations and/or number of advertising objects, CCNL reserves the right to alter the specified number of posters and/or other (digital) advertising materials in one or more municipalities and/or buildings.

2. CCNL reserves the right to shift an agreement or part of an agreement to a different period if the client concerned has stipulated a total discount of at least 50% (including agency discount, if any) and if an agreement can be concluded with some other client at a discount percentage that is more favourable to CCNL.

3. CCNL has the right to change the period of the barter part of the agreement if an agreement can be concluded with another client at a better discount rate for CCNL.

4. The client cannot derive any rights and/or demand any compensation in the event that the visibility of a (fully) (digital) advertising communication and/or the accessibility of the NFC/ QR-tag is temporarily restricted due to reasons that cannot be attributed to CCNL. Only if the client concerned has stipulated a total discount of less than 50% (including an agency discount, if any), will the client be able to claim compensation to be calculated proportionately up to a maximum of 25% of the total amount of the order.

5. Unless the client explicitly objects upon concluding the agreement, CCNL has the right to leave a campaign in place after the campaign period has ended without the client being able to derive any rights from this. The client may only object to this if the advertising statement specifies a date until which it is valid.

Article 5. Dissolution of the agreement

1. CCNL is authorised in the cases referred to below to suspend the further execution of the agreement, or to proceed to dissolve the agreement, such without prejudice to the right of CCNL to claim compensation for damages:

- In the event that CCNL has sound grounds due to circumstances to fear that the client will fail in the performance of his (financial) obligations.
- If CCNL has requested that the client provide security for

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the performance of his (financial) obligations upon concluding the agreement and the security is not provided or is inadequate.

• If the (campaign) materials – irrespective of their origin and without CCNL being under any obligation to have such examined or investigated – is in violation of common decency, privacy laws or public order, or if the materials have a political and/or religious meaning and/or if there is some discussion or the threat of discussion with respect to a circumstance or circumstances of this kind.

2. In the event that the campaign materials that the client makes available to CCNL are not (entirely) in good condition and/or of a good quality prior to or on the date specified for that purpose in the agreement, CCNL will have the right to consider the agreement cancelled either completely or partially, as described in article 6 of these terms and conditions. If CCNL, despite a tardy or inadequate delivery and/or poor quality of the materials, executes the agreement either entirely or partially, then the client will be obligated to cover the (extra) expenses that CCNL must incur as a consequence of the tardy delivery and/or poor quality for the purpose of (entirely or partially) executing the agreement. Shortcomings on the part of client cannot be attributed to CCNL.

3. In the event of a cancellation as referred to in this article, the client is under the obligation to pay in full the contractual fees as specified for all of the work activities already conducted by CCNL, such without prejudice to the right of CCNL to compensation for damages. Furthermore, the permission granted by the client as referred to in article 3.7 will remain unimpaired.

Article 6. Cancellation

1. If the client cancels his order/commission either completely or partially, then the client will be charged 5% of the total amount of the order for administrative purposes if the cancellation occurs up to six months prior to the start of the campaign period.

2. If CCNL receives notification of a cancellation as referred to in paragraph 1 in the fifth month prior to the start of the campaign period, then the client will be charged an additional 25% of the amount of the order, in addition to the 5% mentioned above. In the event of a cancellation four to three months prior to the start, the client will be charged 35% or 45% of the total amount of the order, in addition to the 5% administration costs. In the event of a cancellation two

months or less prior to the start of the campaign period, the client will be under the obligation to pay the total amount of the order, even if no posters have been posted for the client.

3. Cancellation regulation:

- 6 months or longer prior to start of campaign period: 5%
- 4 to 5 months prior to start of campaign period: 30%
- 3 to 4 months prior to start of campaign period: 40%
- 2 to 3 months prior to start of campaign period: 50%
- 2 months or less prior to start of campaign period: 105%

This cancellation regulation also applies if campaign periods over several years have been agreed upon.

4. If, following a cancellation, some other client is found in consultation with CCNL for the campaign period(s) concerned and at the original order amount, then the payment obligation of client regarding the amount of the order will no longer apply. If the new order does not cover the original amount of the order, then client will owe CCNL the difference between the two orders. Client will also still owe the 5% in administrative costs as referred to in paragraph 1.

Article 7. Obligation to report shortcomings

1. Comments and/or complaints regarding (posted) posters or (digital) advertising materials shown and/or shortcomings in NFC/QR tags are to timely reach CCNL prior to the end of the campaign period as agreed upon and must be confirmed in writing, so that CCNL can verify that which client has ascertained. CCNL cannot address any comments or complaints regarding the execution of the order once the campaign period as agreed upon has expired.

2. CCNL will only take a request for compensation regarding the campaign concerned under consideration if the obligation to report as specified in article 7.1 has been met. The client may no longer appeal to a shortcoming in the performance once the term as referred to in paragraph 1 of this article has lapsed, irrespective of whether or not such is intended to claim compensation for damages or merely an incentive to proceed with the performance.

Article 8. Payment

1. Payments are to be made within 14 days after the invoice date by means of transferring the amount owed into a bank account specified by CCNL in the name of Clear Channel Nederland B.V. in Oegstgeest. The Client will be in default once the 14 days after the invoice date have expired; the client will owe the statutory interest, increased by 2%, on the payable amount from the time that client is in default.

2. In the event of the liquidation, bankruptcy or a moratorium on payments on the part of client, any obligations on the part of client will immediately become claimable.

3. Any objections to the amounts specified in the invoices do not suspend the payment obligation regarding the invoices.

4. Any appeal on the part of client to settle costs is excluded.

5. Any payments on the part of client will in first instance be used to pay all interest and costs owed, secondly to settle payable invoices that have been outstanding the longest, even if client states that the payment concerns a later invoice.

6. Any party that places an order at the expense of a third party is jointly and severally liable towards CCNL for all of the payment obligations that apply to these third parties further to the agreement.

Article 9. Collection costs

1. If the client is in default regarding compliance with one or more of his obligations, then all of the reasonable costs for the purpose of acquiring payment out of court are at the expense of client. The client will owe at least 15% of the outstanding amount in collection costs. If CCNL demonstrates to have incurred higher costs that were reasonably necessary, then these costs too must be compensated for.

2. The client will owe CCNL any court costs incurred by CCNL in all cases, except insofar as the client demonstrates that these costs are unreasonably high. The above only applies if CCNL and the client are conducting legal proceedings regarding an agreement to which these general terms and conditions apply and a court decision becomes final and conclusive in which the client fails in his claim, either completely or to a considerable extent.

Article 10. Discount

1. Multiple parties with different contracts and agreements may be involved in an advertising campaign. It is customary in the advertising branch that media-operators offer discounts, commissions, reductions, price reductions and other remunerations (“price agreements”) to advertising agencies and/or media (purchasing) agencies with respect to the advertising expenses.

2. These price agreements are the result of negotiations between the media-operator and the advertising agencies and/ or media (purchasing) agencies. The price agreements may concern an agency commission per advertising

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campaign, payment discount and/or a volume discount with respect to the annual advertising expenses.

3. CCNL advocates transparency concerning the price agreements within the advertising branch. Any questions that the advertiser may have concerning price agreements can be directed to the advertising agency and/or media (purchasing) agency concerned.
4. The client confirms to agree to the fact that all of the outdoor advertising-related parties with which client works directly (including the advertisers) are aware of the price and remuneration agreements that apply in the advertising branch.

Article 11. Liability

1. The dispatching, transport and/or transfer of the campaign materials will take place at the expense and risk of the client.
2. The client will ensure that the content and the design of the materials that client is to supply to CCNL are not in violation of good morals, the laws on privacy or public order and that they have no political or religious meaning, nor can these give cause to the intentional damaging of the advertising sections and/or objects where these are to be placed. The client indemnifies CCNL against any claims on the part of third parties relating to the content and/or the design of the materials to be supplied by client to CCNL. If and insofar as no posting of posters for the benefit of the client has taken place, client is under the obligation to pay the total amount of the order.
3. Any posters or other (digital) advertising materials displayed by CCNL will be regularly inspected by CCNL for damage due to weather conditions, fluctuations in temperature, graffiti, vandalism, etc. CCNL is not liable towards the client for damages, explicitly including consequential loss, as a result of damage to and/or the theft of the advertising communications and the objects to which/on which the materials are attached/displayed. The client cannot under any circumstances derive the right to dissolve the agreement either completely or partially, nor may client fail to meet the payment obligation following from the agreement, either completely or partially, on the grounds of damage, such as wrinkles in posters and digital hitches or distortions and/or theft as referred to above.
4. The liability of CCNL, insofar as covered by its liability insurance, is limited to the amount paid out by the insurer. In

the event that the insurer does not pay out or if the damages are not covered by the insurance, then the liability of CCNL will be limited to the amount of the commission or the amount of the rent proceeds.

Article 12. Circumstances beyond one's control

1. Circumstances beyond one's control are understood to mean circumstances that obstruct the compliance with the obligation, and that cannot be blamed on CCNL, including national events and holidays, forces of nature, the complete or partial destruction of locations, government provisions. Circumstances beyond one's control will also include (if and insofar as these circumstances render compliance impossible or unreasonably difficult): the (temporary) removal and/or claim of an object upon which the advertising communication is /would have been displayed by order of the government or some other entitled party and/or due to fire, destruction, accident, power failure, breakdown to (mobile) operator(s), floods, weather conditions or a similar contingency; strikes at companies other than CCNL; a general lack of the raw materials needed and any other items or services that are essential to realising the performance agreed upon; an unforeseeable stagnation at suppliers or at other third parties of which CCNL is dependent and general transport problems.
2. CCNL also has the right to appeal to circumstances beyond its control if the circumstance that obstructs the (further) compliance comes about after CCNL should have complied with its commitment.
3. The obligations on the part of CCNL are to be suspended during the circumstances beyond CCNL's control. If the period during which compliance with the obligations on the part of CCNL is not possible continues past three months, then both parties have the right to dissolve the agreement without there being any obligation to provide compensation for damages. The client will then nevertheless be obligated to pay the contractual fees as specified for the work activities that CCNL has already conducted.
4. In the event that posters or other (digital) advertising materials are lost due to one or more of the circumstances as described in article 12, paragraph 1, then client is to ensure that CCNL is supplied new posters or substitute (digital) advertising materials within the shortest possible term. The costs following from this article are at the expense of the client.
5. If CCNL, at the time that the circumstances beyond its

control come about, has already partially met its obligations, or can only partially meet its obligations, then CCNL is entitled to bill the already completed and/or feasible work activities separately and the client will be under the obligation to pay this bill as if it concerns a separate contract. The above will not apply, however, if the already completed work and/or feasible work has no independent significance.

Article 13. Settlement of disputes

1. Contrary to the statutory regulations concerning the competence of the civil court, any dispute between client and CCNL, provided that the court is competent, will be settled by the Court in The Hague.

Article 14. Applicable law

1. Every agreement between CCNL and the client is subject to Dutch law.

Article 15. Final provisions

1. The lighting of the Abri formats runs synchronously with the public lighting of the city concerned. CCNL will ensure that 90% of the Abri formats to be made available to the client are in operation. In the event that a lower percentage of Abri formats are in operation, then client can claim a discount of 5% for each non-operative Abri format under the specified limit of 90%.
2. If the power supply of digital objects is disrupted, then the client can claim a discount of a maximum of 30% for each digital panel with a malfunction. Only if there are no circumstances beyond the control of CCNL in play, as described in article 12.1, can client claim the discount concerned.
3. The client cannot derive any rights from and/or demand compensation further to advertising objects not rotating and/or scrolling. CCNL aspires to assign extra free posters for the client so that the range of exposure is guaranteed.
4. CCNL is not liable in the event that mail, digital material and/ or NFC/QR-tags cannot be installed at educational institutions and/or in catering establishments. CCNL will see to the distribution of the number of mails agreed upon in the agreement.
5. CCNL is not bound by any apparent mistakes or errors in the range of services and the (means of) communication that it offers.