

TERMS AND CONDITIONS CLEAR CHANNEL NEDERLAND

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. 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.
3. 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.
4. 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.
5. 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 15% 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. Unless the client explicitly objects to it when the agreement is concluded, CCNL is entitled to continue a campaign after the end of the campaign period, while no rights can be derived from this. The client can object only if the communication mentions an expiry date.
3. If the client wishes to postpone a campaign, he can do so only after consulting CCNL. CCNL will make a decision based on availability, among other things. If after consulting CCNL the campaign cannot be postponed, the provisions of article 6 of these terms and conditions will apply.

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 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 all or part of his order/ commission, he will be charged 50% of the total order amount up to three months before the start of the campaign period.
2. If the client cancels all or part of his order/ commission, he will be charged 100% of the total order amount within three months before the start of the campaign period.
3. These cancellation rules also apply if campaign periods for multiple years have been agreed on.
4. If in the event of a cancellation, another client is found, in consultation with CCNL, for the campaign period or periods in question and for the original order amount, the client's obligation to pay the order amount will lapse. If the new order does not cover the original order amount, the client still owes CCNL the difference between the two orders.

Article 7. Obligation to report shortcomings

1. Comments and/or complaints about posters, affixed or otherwise, or (digital) advertising material shown must have been received by CCNL well before the end of the agreed campaign period and must be confirmed in writing, enabling CCNL to verify the client's observations. After the end of the agreed campaign period, CCNL can no longer reply to comments about the performance of the order.
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. Payment must be made within 14 days of the invoice date by transferring the money due to a bank account, stipulated by CCNL, in the name of Clear Channel Nederland B.V. in Hoofddorp. When after 14 days of the invoice date no payment is made, the client is in default; from the moment the client is in default, he owes the statutory interest on the amount due, plus 2%.
2. In the event of liquidation, sale or transfer of the business, bankruptcy or moratorium of the client, the client's obligations will become immediately due and payable.
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. Price agreements

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

2. 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.

3. 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. Economic Crime

1. The client shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the US Foreign Corrupt Practices Act of 1977, the UK Criminal Finances Act 2017 and UK Bribery Act 2010 and all Laws applicable to this Agreement administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the UK Office of Financial Sanctions Implementation or any other relevant national or international entity (including the UN, EU and UK) imposing economic sanctions and trade embargoes against designated countries, regimes, entities, and persons ("Relevant Economic Crime and Sanctions Requirements").

2. At any time when requested by CCNL, a director of the client shall certify in writing that the client is in compliance with all Relevant Economic Crime and Sanctions Requirements, and the client shall not, via this Agreement, directly or indirectly facilitate any transaction with or involving, directly or indirectly, a person or entity, that would bring this Agreement in violation of the Relevant Economic Crime and Sanctions Requirements.

3. CCNL may cancel this Agreement or terminate an agreement with the client immediately, by giving written notice to the client if the client is, or CCNL reasonably suspects that the client is, in breach of this clause.

Article 12. 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 13. 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. 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.

4. 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 14. 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 15. Applicable law

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

Article 16. 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 cannot be held liable if no mail or digital material can be displayed at teaching establishments and/or catering establishments. CCNL will take care of the distribution of the mail quantities agreed on 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.