

## **Business Terms and Conditions of euroAWK s.r.o. for conducting advertising campaigns on outdoor advertising media from 1st of August 2019**

### **I. Subject matter**

1. By reference to these Business Terms and Conditions, a part of the content of the Contract shall be stipulated providing for the obligation of euroAWK s.r.o., with its registered office at Prague 4 – Babákova 2390/2, Postal Code 148 00, Company ID 241 96 8419, as the Contractor, to conduct for the Customer an advertising campaign on advertising spaces for paper posters of the following sizes: 1.185 m x 1.75 m (the City–Light advertising showcase), 5.10 m x 2.40 m (billboard) or 9.60 m x 3.60 m (bigboard) or for self-adhesive films of the size 5.10 m x 2.45 m (billboard) or 9.60 m x 3.65 m (bigboard) or, if appropriate, on other outdoor advertising media (hereinafter referred to as the "advertising campaign") and for the obligation of the Customer to pay the Contractor the price for conducting this advertising campaign.
2. Any provisions in the Contract, deviating from the provisions of these Business Terms and Conditions shall prevail.
3. A poster under these Business Terms and Conditions shall mean a paper poster or a self-adhesive film, unless the context implies otherwise. A paper poster and a self-adhesive film must not be made in reflective colours.
4. One billposting period under these Business Terms and Conditions shall be the period from the 1st to the 28th day of the calendar month.
5. Unless the context implies otherwise, the Contract under these Business Terms and Conditions shall mean the contract for conducting the advertising campaign which includes these Business Terms and Conditions.

### **II. Conducting the advertising campaign**

6. The Customer shall deliver the number of posters required for the advertising campaign and marked with the name of the advertising campaign specified in the Contract to the Contractor no later than 10 working days before the commencement of the advertising campaign to the Contractor's warehouse at the following address: euroAWK s.r.o., Prague 4 – Babákova 2390/2, Postal Code 148 00 or at another address, of which the Contractor notifies the Customer timely in advance. The Customer will inform the Contractor about the date of delivery of posters by this deadline in advance by phone on telephone number: 225 225 149, 225 115 150 or 603 110 879. The Customer is fully responsible for the quality of the posters delivered and their suitability for placement on the advertising spaces. The quality of

the posters must comply with the technical specifications set out in Article III of these Business Terms and Conditions.

7. By the deadline set for the delivery of posters, the Customer shall submit to the Contractor in electronic form also a prepress proof (preview) of the poster, on a data carrier handed over together with the posters or by e-mail to the address of the Contractor specified in the Contract.

8. If the Contractor is required to place on the advertising spaces posters with various motifs, when conducting the advertising campaign for the Customer, the Customer must hand over to the Contractor along with the posters also a written document, precisely describing how the Contractor shall distribute the posters to individual advertising spaces. If this document is not received, Contractor places posters to the advertising spaces at its sole discretion. However, the Contractor is obliged to take into account the Customer's legitimate interests which is aware of.

9. Together with the posters for the advertising campaign, the Customer needs to deliver to the Contractor also replacement posters, accounting for at least 10% from the number of posters required to conduct the advertising campaign. If the posters for the advertising campaign have different motifs, the number of replacement posters must not be less than 10% from the number of posters required to conduct the advertising campaign for each motif.

10. In the event of any delay in the Customer's obligations pursuant to paragraphs 1 or 2 of this Article, the advertising campaign for the Customer shall commence later by as many days as the Customer's delay in fulfilling these obligations took. Still this advertising campaign shall always end at the end of the agreed duration of the advertising campaign under the Contract. To prevent any misunderstanding - campaign will not be extended beyond this point. This still sets ground for Customer's obligation to pay the full price for conducting the advertising campaign or to compensate the Contractor for any damage caused to it as a result of the Customer's delay in fulfilling its obligations pursuant to paragraphs 1 or 2 of this Article.

11. The Contractor is obliged to place the delivered posters on the advertising spaces no later than on the first day of the advertising campaign. The Contractor is not in delay with fulfillment of this obligation, if he is prevented from fulfilling it by an obstacle which occurred independently of its will, the Contractor cannot avert or overcome this obstacle and could not have anticipated it at the time of conclusion of the Contract. Especially rain, strong wind, temperature below 4 degrees Celsius or other adverse weather conditions, impassable roads, etc. The deadline for placing the posters on the advertising spaces for the purposes of the advertising campaign shall be extended by the time for which such an obstacle lasts, but this advertising campaign will always end at the end of the agreed duration of the advertising campaign under the Contract. This still sets ground for Customer's obligation to pay the full price for conducting the advertising campaign. However, the Contractor agrees to extend the duration of the advertising campaign, as appropriate, if its operating possibilities allow so, in particular with respect to the availability of the advertising spaces concerned, in the subsequent billposting period.

12. If the advertising campaign lasts for more than one billposting period, the Contractor is obliged, at per request from the Customer, to replace the paper posters placed when conducting this advertising campaign always once in each additional month for which this advertising campaign lasts. Paragraphs 1 to 5 and paragraph 6, second sentence of this Article shall apply mutatis mutandis. The deadline for the replacement of paper posters shall be 48 hours from the date of delivery of the posters intended for replacement by the Customer. If the Contractor shall use for the replacement of paper posters the replacement paper posters delivered by the Customer at the beginning of the advertising campaign, this deadline shall be 48 hours from the delivery of the Customer's request for the replacement of paper posters.

13. The Contractor is obliged to send to the Customer, no later than 25 calendar days after the beginning of the advertising campaign, the photographic documentation of the advertising campaign in electronic form to the address specified in the Contract or to the address communicated to it by the Customer after the conclusion of the Contract. In the case that the advertising campaign lasts for more than one billposting period, the Contractor is obliged to send such photographic documentation to the Customer always also by the 25th day of each subsequent calendar month in which this advertising campaign lasts, if requested to do so by the Customer at least one month in advance. The photographic documentation shall consist of photographs from which it must be obvious that the entire poster has been placed and which at the same time allow the identification of the advertising space and its surroundings.

14. The Contractor is obliged to remedy the poster placement mistake/poster damage no later than within 48 hours from notification by the Customer. If this remedy requires the use of a replacement poster, the Contractor will use the replacement posters delivered by the Customer. If the Customer failed to deliver the replacement posters to the Contractor prior to the start of the advertising campaign or if their number is insufficient, the Customer is obliged to deliver the replacement posters to the Contractor within four working days after the date when the Contractor requests the Customer to do so. The delivery place for replacement posters shall be the Contractor's warehouse referred to in paragraph 1 of this Article. The deadline for remedy of notified poster placement then shall commence only after the required number of the replacement posters is delivered by the Customer. If the Customer fails to deliver the replacement posters even within four working days after the date when the Contractor requested it to do so, the Contractor is entitled to remove the damaged posters or paste over them the posters promoting the Contractor's activities until it replaces them by posters delivered by the Customer. This still sets ground for Customer's obligation to pay the full price for conducting the advertising campaign

15. The Contractor is not in delay of fulfilling the obligation to remove the damaged poster, pursuant to the previous paragraph of this Article, if he is prevented from fulfilling it by an obstacle which occurred independently of its will, the Contractor cannot avert or overcome this obstacle and could not have anticipated it at the time of conclusion of the Contract. Especially rain, strong wind, temperature below 4 degrees Celsius or other adverse weather conditions, impassable roads, etc. The deadline for removal of the damaged poster pursuant to the previous paragraph of this Article shall be extended by the time for which such obstacle persists. This still sets ground for Customer's obligation to pay the full price for conducting the advertising campaign.

16. If the Contractor is in delay with the removal of the damaged poster pursuant to paragraph 9 of this Article, the Customer is entitled to a reasonable discount from the price for conducting such advertising campaign. This discount is calculated as the ratio between the number of days of such Contractor's delay to the total number of days of the agreed duration of the advertising campaign conducted on the concerned advertising space.

17. If the Contract states that the Contractor shall after the end of the advertising campaign paste over or remove posters, the Contractor is obliged to paste them over, or, if appropriate, remove them

18. within six working days after the end of the advertising campaign agreed in the Contract. The price for these performances is included in the price for conducting the advertising campaign for which these posters were intended. If the Customer asks the Contractor to paste over or remove the posters placed under the Contract on the advertising media at the end of the advertising campaign, the Contractor will do so within the same deadline, but the Customer shall pay the Contractor the price for pasting over or removal which is the price for further placement of a paper poster or for the placement of a self-adhesive film. This price is payable after the posters have been pasted over or removed, within 14 days of the date of issue of the corresponding invoice by the Contractor, by transferring the payment to the account specified in the invoice.

19. The Contractor is entitled to destroy or render unusable the unused posters, unless the Customer prior to the commencement of the advertising campaign, for which they were intended, requested the Contractor in writing to return them and between the tenth and the twentieth day after the end of the advertising campaign for which they were intended, will collect them in the Contractor's warehouse specified in paragraph 1 of this Article.

### III. Technical specifications for the posters

#### 1. City-Light advertising showcase

- **Material:** CLV paper 150 g (paper poster), PVC self-adhesive film
- **Data and print size:** 1.185 m x 1.75 m (width x height), visible size 1.135 m x 1.66 m, about 5-9 cm from the edge around the perimeter do apply only theme background with no important messages and logos
- **Resolution:** at least 100 DPI
- **Print data format:** print PDF - unseparated (composite) (EPS, TIFF - Photoshop or EPS - Adobe Illustrator), font in curves
- **Prepress proof:** decisive reduced print of the motif - digital (e.g. IRIS, Cromalin Digital) or chemical (e.g. Cromalin, Matchprint).
- **Delivery of data:** email, FTP (File Transfer Protocol) or online data storage system, in the case of delivery of data via FTP, the Contractor is obliged, at the request of the Customer, to notify the Customer of the address and access details

## 2. Billboard

- **Material:** Blue backside 120 g (paper poster), PVC self-adhesive film
- **Data and print size:** 5.038 m x 2.4 m (size after installation: 5.1 m x 2.4 m), about 10 cm from the edge around the perimeter do apply only theme background with no important messages and logos
- **Resolution:** at the ratio of 1:10, with images at 300 DPI
- **Print data format:** print PDF - unseparated (composite) (EPS, TIFF - Photoshop or EPS - Adobe Illustrator), font in curves
- **Prepress proof:** decisive reduced print of the motif - digital (e.g. IRIS, Cromalin Digital) or chemical (e.g. Cromalin, Matchprint).
- **Delivery of data:** email, FTP (File Transfer Protocol) or online data storage system, in the case of delivery of data via FTP, the Contractor is obliged, at the request of the Customer, to notify the Customer of the address and access details
- **Ready to install Poster:** composed of rectangular parts with overlapping and gluing marks

## 3. Bigboard

- **Material:** Blue backside 120 g (paper poster), PVC self-adhesive film
- **Data and print size:** 9.6 m x 3.6 m (size after pasting up: 9.6 m x 3.6 m), it about 25 cm from the edge around the perimeter do apply only theme background with no important messages and logos
- **Materials for printing:** ideally, on a scale of 1:10, images with resolution of at least 300 DPI
- **Resolution:** recommended resulting resolution of rasters at 30 DPI
- **Print:** 4/0 CMYK colour model
- **Print data format:** print PDF - unseparated (composite) (EPS, TIFF - Photoshop or EPS - Adobe Illustrator), font in curves
- **Prepress proof:** decisive reduced print of the motif - digital (e.g. IRIS, Cromalin Digital) or chemical (e.g. Cromalin, Matchprint).
- **Delivery of data:** email, FTP (File Transfer Protocol) or online data storage system, in the case of delivery of data via FTP, the Contractor is obliged, at the request of the Customer, to notify the Customer of the address and access details
- **Ready to install Poster:** composed of rectangular parts with overlapping and gluing marks

## **IV. The price for conducting the advertising campaign and payment terms**

1. The price for conducting the advertising campaign shall be agreed in the Contract.
2. The price for conducting the advertising campaign also includes placing paper posters on advertising media at the beginning of the advertising campaign, and if the advertising campaign lasts for more than one billposting period, even their replacement once in every additional month, in which this advertising campaign lasts. For each additional placement of one paper poster on an advertising medium during the advertising campaign, the price for conducting the advertising campaign shall be increased by CZK 500, excluding VAT, for placement on the City-Light advertising showcase, by CZK 800, excluding VAT, for placement on a billboard and by CZK 1,200, excluding VAT, for placement on a bigboard. The price for conducting the advertising campaign is also increased by CZK 5,700, excluding VAT, for the placement of one self-adhesive film on an advertising medium.
3. The Contractor adds VAT to the price for conducting the advertising campaign in the valid percentage at the time of the taxable supply. The first day of the advertising campaign is considered to be the date of taxable supply. If the advertising campaign under the Contract lasts more than one billposting period, always the first day of each calendar month, in which such advertising campaign lasts, is considered to be the date of partial taxable supply.
4. The Customer shall pay to the Contractor the price for conducting the advertising campaign based on an invoice issued by the Contractor at the earliest on the first day of the advertising campaign. If the advertising campaign under the Contract lasts more than one billposting period, the Customer shall pay the Contractor the price for conducting the advertising campaign in monthly payments based on invoices issued by the Contractor at the earliest on the first day of each calendar month within such advertising campaign. Invoices are due within 14 days after the date of their issue. Invoices are deemed paid when the amount arrives on the account specified on the invoice.
5. Contractor is allowed to set a advance payment in the Contract for advertising campaign. The Customer agrees, that the Contractor is not legally obliged to start with such advertising campaign before this advance payment is credited on it's account. Should the Customer be delayed with this advance payment it means, that start of such campaign and also all other deadlines set by the contractor in connection with its implementation are automatically extended by the time of the customer's delay in paying this advance payment. If the customer is in delay with this advance payment for more than ten (10) calendar days, the contract automatically terminates. However, this does not affect the customer's obligation to pay cancellation fees, severance pay, compensate for the damage caused, pay interest on arrears and other claims under the contract, these general terms and conditions and / or the law.

## **V. Some instances of the Contract change or cancellation**

1. The customer is entitled to cancel the contract by paying a severance pay of 50% of the price of the advertising campaign on billboards or bigboards without VAT, if he exercises this right in the period from day 60 to day 31 inclusive before the start of the advertising campaign agreed in the contract, and in the amount of 100% of the price of the advertising campaign on billboards or bigboards without VAT, if he exercises this right in the period from the 30th day before the beginning of the advertising campaign agreed in the contract to the day preceding the beginning of the advertising campaign agreed in the contract.

2. The Client is also entitled to cancel the contract by paying a severance pay of 50% of the price of the advertising campaign on City - Light advertising showcases without VAT, if he exercises this right in the period from 90th to 45th, including before the start of the advertising campaign agreed and in the amount of 100% of the price of the advertising campaign on City - Light advertising showcases without VAT, if he exercises this right in the period from the 44th day before the start of the advertising campaign to the day preceding the start of the advertising campaign agreed in the contract .

3. The Contractor is entitled to withdraw from the Contract, if the Customer places the poster on an advertising medium or removes it from an advertising medium itself or through a third party.

4. The Parties agree that the advertising campaign must not be in contrary with the law or good morals, in particular, in particular it must not contain any statements or visual presentations that would violate the standards of decency and morality generally accepted by those who are likely to be addressed by the advertising campaign. It must not contain any discrimination on grounds of race, sex or nationality or offend religious or national feelings, threaten morals, impair human dignity, contain pornographic elements, violence, or elements of fear. The advertising campaign must not challenge political beliefs, induce infringement or give the impression that it agrees to do so, must not infringe the rights of third parties, especially the rights to intellectual property, must be fair, honest and true and must not be contrary to the good morals of the competition.

5. The Contractor is entitled to refuse to fulfill its obligation to carry out the advertising campaign for the Customer or to paste over or remove posters from the advertising media before the end of the agreed duration of the advertising campaign, if the posters delivered by the Customer for the purposes of conducting the advertising campaign does not comply with the previous paragraph of this Article or if their withdrawal is recommended by the Czech Advertising Standards Council (Rada pro reklamu). The Contractor is obliged to notify the Customer of this fact. The exercise of this Contractor's right does not affect the Customer's obligation to pay full price for such advertising campaign.

6. If the Customer is in delay with the payment for conducting the advertising campaign, the Contractor has the right to refuse to fulfill its obligation to carry out the advertising campaign for the Customer until such Customer's debt/debts has been paid in full. The Contractor has the same right in case that the Customer is in delay with the payment to the Contractor, based on another binding legal relationship. If the Customer fails to pay the debt

which is in delay, and due to which the Contractor refused to carry on the advertising campaign, nor within the additional reasonable period specified by the Contractor in the notice to the Customer of its refusal to comply with the obligation to carry on the advertising campaign, the Contractor has the right to withdraw from the Contract.

7. If any third party asserts rights against the Contractor due to the motif of the posters delivered by the Customer for advertising campaign or if due to the motifs of these posters the public authority imposes a fine or other sanction on the Contractor, the Customer is obliged to compensate the Contractor for such damage or other harms.

8. If the outdoor advertising medium, on which the Contractor shall under the Contract place the advertising campaign for the Customer, is destroyed, or if this outdoor advertising medium was removed or is planned for removal as a result of a decision or measure adopted by the public authority or due to the cease of the right to use the construction on which it is placed and the Contractor cannot, for this reason, carry on agreed advertising campaign for the Customer in whole or in part, this does not invalidate the binding legal relationship established by the Contract. However, the Contractor is obliged to notify the Customer of this fact and offer him a comparable outdoor advertising medium on which it might conduct or complete the advertising campaign under the same conditions as on the outdoor advertising medium that must have been taken out from the campaign. If the Customer agrees to do so, the Contractor will realize or complete the agreed advertising campaign on this substitute outdoor advertising medium. The cost of placing the posters on this substitute outdoor advertising medium shall be borne by the Contractor, but the Customer is obliged to deliver to the Contractor the posters intended to be placed on the substitute outdoor advertising medium, if necessary. If the Parties fail to reach an agreement on the substitute outdoor advertising medium, the Customer is entitled to a reasonable discount on the price for concerned campaign in the amount which corresponds to the ratio of the number of days, for which the Contractor did not place poster on the outdoor advertising medium, which was destroyed or removed or is planned to be removed, the advertising campaign for the Customer, to the total number of days of the agreed duration of the advertising campaign on the advertising space or the advertising spaces of such an outdoor advertising medium.

9. The Customer is entitled to assign a receivable for conducting the advertising campaign under the Contract to a third party only with the prior written consent of the Contractor.

## **VI. Notices delivery**

1. The address for service of documents shall be the address specified in the Contract or the address of which either Party notifies in writing the other Party after the conclusion of the Contract.

2. If the addressee refuses to accept a document handed over in person or otherwise deliberately makes its service impossible or if the holder of the postal licence returns to the sender the document sent to the address of the other Party for any reason as undelivered, then the effects of the legal action which is the subject matter of the consignment will arise at the moment when the addressee rejects the acceptance of the document or otherwise deliberately

make its service impossible or on the date on which the holder of the postal licence returns the undelivered document to the sender. This does not apply if such determination of the effectiveness of legal action would be contrary to the law.

## **VII. Confidential information**

1. Any an all information that the Parties have learned in connection with the Contract or when exercising their rights or fulfilling the obligations established by the Contract, shall be considered confidential by the Parties. Both Parties agree not to use them for any purpose other than concluding the Contract and to protect them from misuse by any third party.
2. However, the Contractor is entitled to disclose to the third parties involved in the monitoring of advertising costs or its effectiveness the relevant data on the number of posters used for the advertising campaign conducted for the Customer, their format, type of billsticking, as well as the location of the outdoor advertising media on which the Contractor conducted the advertising campaign under the Contract.
3. euroAWK s.r.o. proceeds with the processing of personal data in accordance with applicable European and Czech legislation. The rules for the handling of personal data, which the contracting parties learn during the negotiations on the conclusion of the contract and / or during its implementation, are listed on the website [www.euroawk.cz](http://www.euroawk.cz) and the contracting parties undertake to comply with them.

These terms and conditions fully replace any previous terms and conditions.