

## **DNA MEDIA WORLDWIDE Ltd (DNA) Terms and Conditions**

### **1. Object of agreement/contract**

1.1. Contracts with DNA (“supplier”) for the placement of electronic advertising (“contract”) on LED screens and video boards are subject to the following terms and conditions.

1.2. The contract includes the broadcasting of advertising images, commercials and other program content on electronic media (“campaign”).

### **2. Order placement and acceptance**

2.1 The contract will only be deemed concluded through a written confirmation from the supplier for the order placed by the client (“client”). Any agreements concerning changes must be made in writing. Offers made by the supplier are subject to change.

2.2 Orders from agencies/intermediaries have to designate the particular advertising company (“advertiser”) by name. Unless otherwise specified in an order placed by an agency/intermediary, the contract between the agency/intermediary and the supplier can be concluded. If requested by the supplier, agencies or intermediaries have to prove that an order has been placed by the advertiser.

2.3 Orders from the client have to include a description of the product to be advertised (“product group”) and the advertiser.

2.4 The supplier reserves the right to accept or reject orders – completely or partially – due to their advertising content, origin or technical form, if deemed unacceptable (e.g. advertising that is either politically, philosophically or religiously offensive, xenophobic, indecent or in poor taste), or if it goes against legal/official regulations, or if it goes against the interests of the people/companies operating the facilities where the electronic advertising would be placed/run. In the case of contracts already concluded, the supplier has the right to withdraw from the contract for any of the above mentioned reasons. Should any legal or moral concerns arise in the course of a campaign regarding the content, origin or form, or if the advertising is deemed unacceptable for the above mentioned reasons, the supplier is entitled to terminate the campaign placement without delay and to terminate the contract without notice.

2.5 The transfer of rights and obligations under this contract or the contract with third parties requires the prior consent of the further contract partner. The supplier is entitled to transfer rights and obligations under the contract and the contract itself to an affiliated company without the consent of the client.

2.6 The applicability of the client’s general terms and conditions is excluded.

2.7 A claim cannot be made regarding a specific sequence or specific editorial environment of the broadcast advertising.

2.8 The client may withdraw from the contract by giving written notice up to the beginning of the advertising campaign. In this case, the supplier is entitled to receive a lump-sum compensation, allowing for expenses saved. In the case of cancellation up to 8 weeks prior to advertising start, compensation of 25 % will apply. In the case of cancellation up to 4 weeks prior to advertising start, compensation of 40 % will apply, and thereafter 50 % of the agreed price will apply.

### **3. Campaign placement timeframe**

The campaign placement period begins on the first calendar day of broadcasting and ends with the expiry of the agreed placement.

### **4. Competitive exclusion**

The exclusion of competitors must be expressly agreed on.

## **5. Advertising materials**

5.1 The production of reproduction materials is the responsibility of the client unless otherwise agreed. The client is responsible for providing suitable reproduction materials to the supplier by the designated deadline in the IO. The supplier will immediately inform the client of any clearly unsuitable or damaged reproduction materials. If the material is unsuitable for any reason, the client shall organise suitable replacement material by the deadline. Where possible or appropriate the supplier will help and advise to make sure the materials are suitable. If the client does not make the reproduction materials available to the supplier on time, thereby delaying or cancelling the start of advertising, the client still has an obligation to pay.

5.2 The client may request the reproduction materials provided to the supplier, by written request, no later than four weeks following the end of the campaign. Reproduction materials that are not reclaimed within this period, and once the campaign is finalised, become the property of the supplier without compensation, and can be disposed of by the supplier.

5.3 The client is responsible for the form and content of the advertising executions and commercials as well as their copyright and adherence to competitive laws. The client releases the supplier from any third-party claims, as well as any costs incurred by the supplier. An external audit is the responsibility of the supplier.

5.4 The supplier is entitled to use the advertising design as an example and or for its own promotional purposes at no charge, until further notice, especially in the form of a web-based database.

## **6. Prices**

6.1 Unless otherwise agreed, the supplier's valid offer prices shall apply.

6.2 All prices exclude applicable taxes.

6.3 A offset or settlement is only permissible with undisputed or legally established claims.

6.4 The client can only assert a right to withhold performance or retention, as long as the counterclaim is based on the same contractual relationship and is legally binding or recognised by the supplier.

## **7. Terms of payment**

7.1. Invoices are payable within 30 days of the invoice date (unless otherwise agreed in writing). Invoices are issued by the supplier in advance. The day of payment receipt is critical to the timeliness of payment.

7.2. In the event of a delay of payment, or reason to doubt the client's solvency, the supplier is entitled, also during the term of the contract, to suspend further implementation of the contract, regardless of a previously agreed payment target/advance payment or to make payment of any outstanding invoice amounts, without the client being entitled to make any claims against the supplier.

## **8. Breach of contract/liability**

8.1 Claims for damages for breach of duty can only be made in the event of intent and gross negligence on the part of the supplier. Liability for slight negligence on the part of the contractor is excluded. This restriction does not apply to damages resulting from injury to life, body or health, or for breach of contract.

8.2 Liability for property damage and financial losses in case of gross negligence of simple vicarious agents will be limited to foreseeable damage typical of the contract type.

8.3 Liability for indirect damages, including lost profit is excluded.

8.4 The supplier shall not be liable for failure to perform, delay, interruption or termination of the advertising campaign for reasons for which he is not responsible (e.g. strike, force majeure, construction/demolition measures carried out or commissioned by public bodies; failures or disorders of online and mobile communications due to internal or external influences; program failures due to technical defects beyond the control of the supplier). In the event of non-performance, delays, interruption or termination of the campaign for reasons for which the supplier is responsible, the client will be granted an equivalent campaign placement for the time lost. If the promotional purpose cannot be achieved by an equivalent placement, the supplier will refund the

fees already paid for the relevant timeframe. The client will not be entitled to further claims for compensation.

8.5 Obvious defects or shortcomings, however, are to be communicated promptly to the supplier in writing no later than one week after the end of the advertising period.

#### **9. Jurisdiction**

The place of jurisdiction, insofar as legally permissible, is London.

#### **10. Severability Clause**

Enforcement of the contract will not be affected by the invalidity of a contract clause. The invalid clause will be replaced with a provision which most closely reflects the business purpose and intent.

DNA MEDIA WORLDWIDE Ltd, LONDON 2016