

# Standard terms of purchase of goods.

## 1. Booking advertising space

### A. Order acknowledgement and quotation

Advertising space must be booked in writing by an advertiser, broker or advertising agency (here-after “the Client”). A booking is binding when Clear Channel has sent a written order confirmation to the Client. The Client must submit any objections to the order confirmation within eight days after the order confirmation has been sent by Clear Channel. The order confirmation shall include details of product group, number of objects, format, advertising period and price.

Clear Channel guarantees delivery of offered VAC Contacts with at least 95% (VAC-calculations done in accordance to Outdoor Impact standard). In cases where VAC Contacts are not applicable Clear Channel instead guarantees delivery of number of offered panels with at least 95%. In digital filler-campaigns Clear Channel guarantees delivery of number of offered plays (based on spot length offered) with at least 95%.

The agreed price applies subject to changes in the applicable legislation in respect of taxes and charges relating to the sale of outdoor/out-of-home advertising. Quotations from Clear Channel are provided subject to available inventory.

### B. Cancellation

The Client has the right to cancel the advertising space on the following conditions:

A cancellation must be made in writing and will be regarded as taking effect on the date of receipt by Clear Channel. The cancellation must be made no less than 6 weeks before the start of the advertising period for all analogue products. When it comes to digital products, all cancellations must be made no less than 4 weeks before the start of the advertising period.

With regards to marketplaces/engage locations at the Airports the cancellations must be made 12 weeks before the start of the campaign period. If the booking relates to multiple advertising periods, the cancellation must be made no later than 8 weeks (12 weeks for marketplaces/engage locations at the Airports) before the start of the first advertising period. If the cancellation takes place later than the time specified in the preceding section, the Client shall pay full compensation equivalent to the total price agreed for the campaign as specified in the written order confirmation sent. Clear Channel has the right to invoice the Client when the cancellation is made.

These general terms apply to agreements for the hire of advertising space by Clear Channel Norway AS, (hereafter called "Clear Channel"). The terms apply to confirmed bookings from 1 January 2018 or later.

## **2. Supply of material**

### **A. The Client's responsibility**

The Client is responsible for ensuring that posters and other advertising material comply with the current "Printing and delivery terms" issued by Clear Channel. These terms can be viewed at [www.clearchannel.no](http://www.clearchannel.no). If the customer intends to advertise together with another brand so-called "co-branding", Clear Channel needs to be notified of this no later than 4 weeks before the start of the campaign in order to secure delivery of the booked campaign.

### **B. Delivery of materials**

Posters, other advertising material and any necessary lining paper are to be provided by the Client, and are not included in the price unless this is expressly stated in the order confirmation. The Client shall provide clear instructions (drawings) on how the material is to be posted. Posters and other material shall, unless otherwise agreed, be delivered at the Client's expense to Clear Channel's offices or another address specified by Clear Channel.

Delivery must take place no later than 5 working days before the commencement of the advertising period, which will normally mean Friday at 9 am. Special, non-standard terms may apply for different products. For detailed information, please see the current "Printing and delivery terms" issued by Clear Channel. These terms can be viewed at [www.clearchannel.no](http://www.clearchannel.no).

### **C. Reserve supplies**

For posters which are to be displayed for a period of 14 days or less, the Client, over and above the booked net supply, shall provide a reserve supply amounting to 20% of the net supply to enable the posters to be maintained. For advertising periods longer than 14 days, the Client shall provide whatever reserve supply Clear Channel may reasonably request. For transit advertising, both stationary and mobile, the reserve supply specified by Clear Channel in the order confirmation shall apply. Any surplus poster or panel material will be disposed of by Clear Channel at the end of the advertising period, unless the Client requests, no later than at the commencement of the advertising period, that the material be returned. If the material has not been collected by the Client within one week of the end of the advertising period, Clear Channel has the right to dispose of the surplus material irrespective of whether the Client has requested its return.

### **D. Undelivered material or delayed delivery**

Clear Channel has the right to payment within the agreed time even if the Client does not provide the advertising material or if it is delivered too late.

### **E. If the customer has chosen to print through Clear Channel**

Clear Channel will take responsibility for delivery is made on time and in the right quality as long as the client has delivered print-ready originals according to specification and at the agreed time. Delivery must take place no later than 10 working days before the commencement of the advertising period, which will normally mean Monday at 8 am.

Billing is done according to sections 7 and billed as a rule, together with the media cost unless otherwise agreed. If it is decided that the booked campaign for any reason should not be posted after the materials are produced, production will be billed to the customer.

### 3. Posting of material etc

#### A. Times for posting etc

The posting of posters or panels shall be arranged by Clear Channel. The total price for an advertising period includes one posting, unless otherwise stated on the order confirmation. If the Client requests additional posting or reposting for any reason other than faults in the posting, Clear Channel has the right to payment for such work in accordance with Clear Channel's current price list. Clear Channel carries out posting between the times set out below;

<b>Times for posting</b>		
<b>Location/product</b>	<b>To begin earliest</b>	<b>To end latest</b>
Outside transit Buses & Trams	Sunday 6 pm	Tuesday midnight
Inside transit Buses & Trams	Sunday 6 pm	Tuesday midnight
Inside transit Metro	Sunday 6 pm	Tuesday midnight
Adshel	Sunday 6 pm	Tuesday midnight
TSD	Saturday 6 pm	Monday 6 am
Billboard Metro	Sunday 6 pm	Tuesday midnight

If extreme weather conditions make posting (of all formats) impossible at the stated time, Clear Channel has the right to stop posting these items and continue as soon as the weather permits without this leading to any reduction in price. Advertising layout and maintenance times 01.10.2017 until further notice.

In the case of foil products on vehicles, we are highly dependent on external factors such as weather, vehicle availability and access to workshop space. As a result, completion times can shift somewhat.

#### B. Delayed delivery of material

If the Client delivers advertising material to Clear Channel later than 5 working days before the commencement of the advertising period (which normally means Friday at 9 am) or later than on another agreed date, Clear Channel will not be responsible for ensuring that posting takes place in accordance with the original timetable. In the event of such a delay on the Client's part, posting will take place as soon as possible. If additional costs arise in connection with such delayed posting, Clear Channel has the right to charge the Client separately for these costs. The minimum sum charged is NOK 10 000.

#### C. Cost of non-standard posting

In the event of posting advertising material of a format and/or quality which does not conform to the "Printing and delivery terms" issued by Clear Channel, or other provisions issued by Clear Channel, the Client will be charged separately for any additional costs caused by the non-standard material.

#### **D. Number of unique motifs**

The total price for an advertising period includes one posting in which each individual motif is posted in no specific order and where the campaign includes up to six (6) unique motifs.

The following additional costs are payable for non-standard postings:

- If each individual motif is displayed in no specific order but the campaign includes between seven (7) and twelve (12) motifs, one (1) additional posting fee is payable.
- If the posting of a motif is address-specific and the campaign includes up to six (6) motifs, one (1) additional posting fee is payable.
- If the posting of a motif is address-specific and the campaign includes between seven (7) and twelve (12) motifs, two and a half (2.5) additional posting fees are payable.
- Additional posting fees for campaigns in which the number of unique motifs exceeds twelve (12) will be quoted separately by Clear Channel.

#### **E. Responsibility for incorrect posting**

If Clear Channel does not post the Client's advertising material or posts it incorrectly, the Client has the right to reasonable compensation. The compensation will be payable through the Client receiving advertising space with Clear Channel at a maximum value equivalent to the Client's media charge for the incorrect objects during the advertising period.

#### **F. Advertising for competing companies**

The Client accepts that advertising material for competitors may appear on advertising space adjacent to the advertising space booked by the Client.

#### **G. Post-Over**

If the parties have agreed on post-over this is to begin immediately after the end of the advertising period, Clear Channel is obliged to carry this out. Any such agreement must be made in writing no later than 6 weeks before the campaign commences. If the agreement is reached later than 6 weeks before the commencement of the campaign, the Client will be charged an additional posting fee.

#### **H. Rearrangement of advertising objects**

Clear Channel reserves the right to rearrange advertising objects included in a booked product between the date of booking and the commencement of the advertising period. Any such rearrangement of advertising objects may involve changes in respect of individual advertising objects, but will not affect the fulfilment of the delivery of the ordered product as a whole. Clear Channel does not accept responsibility for any changes which may occur in the number of advertising objects before the commencement of the advertising period. The agreed price applies even if the advertising objects have been rearranged and even if the number of objects differs by up to 5% during the advertising period.

#### **I. Information on booked advertising objects**

At the Client's request, Clear Channel will provide a list of addresses or other record of the advertising objects leased. Any such list or record will be provided no earlier than 14 days before the campaign commences. Rearrangements or changes to the number of advertising objects as described in section H may also occur during the period after the Client has received the list of addresses.

## 4. Care and maintenance

Clear Channel is responsible for ensuring that the advertising is kept neat and tidy by using the reserve supply provided to replace or repair damaged posters or signs at the earliest opportunity. With long-term hire of advertising panels, the Client will be informed if a need for maintenance or replacement arises. Clear Channel is not liable for any delay in the replacement of damaged posters or panels due to circumstances outside Clear Channel's control. If Clear Channel fails to fulfil its obligations under this section, the Client has the right to reasonable compensation for the resulting error. In compensation, the Client will receive advertising space from Clear Channel to a value of no more than the Client's media value during the advertising period for the incorrect objects. The only compensation available from Clear Channel is advertising space to an equivalent monetary amount.

## 5. The Client's responsibility for the content of the advertising

The Client's advertising message must not contravene Norwegian law, the International Chamber of Commerce's Consolidated Code of Advertising and Marketing Communication Practice or other applicable rules and regulations. Applicable rules may include local regulations. Clear Channel has the right to examine advertising material in advance. If the advertising material is considered illegal or unethical, Clear Channel has the right to refuse to post it. Creatives and posting instructions are to be e-mailed to [campaignmanagement@clearchannel.no](mailto:campaignmanagement@clearchannel.no) before the campaign goes to printing, but no later than 14 days before the advertising period commences. If you know that the content of the text or image can be perceived as provocative, please contact us for discussion 3 weeks before the campaign starts.

The Client shall compensate Clear Channel for all charges, damages or other costs which Clear Channel may sustain as a result of any infringement of applicable laws or regulations or infringement of third-party rights by the Client's advertising message. The Client's obligation under this provision applies even if the advertising material has been examined in advance by Clear Channel without any objection being raised. If the booked advertising space cannot be utilised by the Client as a result of the Client not being aware of or complying with applicable laws and rules on the content of the advertising, Clear Channel still has a right to full payment for the advertising space. If creatives and posting instructions are not sent for approval in accordance with the text above, Clear Channel can not guarantee that the campaign will be posted.

## 6. Limitation of liability

Clear Channel's liability for errors in connection with posting etc. is regulated separately in this agreement. In addition, Clear Channel's compensation liability is limited to compensation for direct losses equivalent to no more than the agreed compensation for the media cost or service in question. Indirect losses, such as loss of profit, consequential losses or similar, are not eligible for compensation unless the loss has arisen as a result of gross negligence or wilful actions on Clear Channel's part. Clear Channel is relieved of liability for damages and other sanctions if the fulfilment of its undertakings under this agreement is prevented or made more difficult by an obstacle outside Clear Channel's control, such as strike, lockout, extreme weather conditions, shortage of power or raw materials, actions by the authorities or other similar circumstances. If the Client wishes to bring a claim for an error under this agreement, the Client shall inform Clear Channel of this without delay.

The Client may not cite errors later than 30 days after the end of the advertising period to which the error relates.

## 7. Remuneration/payment T&Cs

- Remuneration will be invoiced in advance for the display period.
- Payment due within 15 days.
- Several companies have the right to advertising space, and we reserve the right to allow remuneration to be partially invoiced from different subsidiaries within the CCN group of companies.
- For late payment, interest on overdue payments accrues in accordance with the Act on interest on overdue payments, etc. of 17 December 1976, No. 100.
- The customer accepts, by virtue of the signed agreement on media rental in accordance with these T&Cs, that all involved parties (including advertisers, media agencies, advertising agencies, etc.) are aware of the pricing and discount structures in the media and outdoor market.
- The customer is aware that Clear Channel in certain cases is obliged to pay certain special compensation to media agencies in accordance with market standards. More information on this can be found in Clear Channel's information on media agency compensation.

## 8. Other

Clear Channel has the right to photograph and store data images of posters/panels and to display the pictures in connection with, for example, reporting survey results in its own brochures etc., as well as at internal and external meetings at which outdoor media are discussed and marketed. Clear Channel also has the right to supply these pictures to research institutes for use in connection with reports on advertising surveys carried out by these institutes. This use includes posting pictures online.

The parties hereby acknowledge and agree that:

Clear Channel's obligations hereunder are expressly subject to the terms and conditions of any applicable ground lease, licence, permits and other similar underlying agreements and rights held by Clear Channel and to applicable local laws and regulations; and

The screens shall at all times be the sole property of Clear Channel. Other than Clear Channel's obligations to display the advertising as set forth herein, the Customer shall have no right whatsoever to approve or control the form or content of any other unrelated advertising content or materials on the screens or any other Clear Channel property.

The Customer shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the local bribery act. Clear Channel may cancel this Agreement or terminate an agreement with the Customer immediately by giving written notice to the Customer if the Customer is, or Clear Channel reasonably suspects that the Customer is, in breach of this clause.

The client warrants that it is in compliance with all laws administered by any other national or international entity imposing economic sanctions and trade embargoes relevant to these terms and conditions ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). The client further warrants that it is not an Embargoed Target or otherwise subject to any Economic Sanctions Law.

The client shall comply with all Economic Sanctions Laws. Any breach of the Economic Sanctions Laws, including if the client becomes an Embargoed Target, is a material breach of these terms and conditions and grounds for immediate termination by Clear Channel. Neither party shall be liable for ceasing to perform its obligations in these terms and conditions, including making any payments, if doing so would violate any applicable Economic Sanctions Laws.

Clear Channel may terminate the agreement with the client immediately if Clear Channel is required to do so pursuant to any agreements it has with any superior or head landlord or any other applicable third party.

### **What is photographed?**

- 2 photos per format (2 locations).
- 2 photos per motif (2 locations).
- TSD at Nationaltheateret – 3 photos in the westbound walk, 3 photos in the eastbound walk.
- Billboard metro (foiled surfaces and banners at metro stations).
  - 2 photos of different locations.
- Internal transit – 2 photos, 2 locations.
- Exterior transit – 2 photos.
- Address specific campaigns on adshel – 2 photos.
- Create Adshel – 2 photos.
- Only campaigns in Oslo will be photographed. Locations beyond this must be agreed with Peder. The same goes for premium photos/case movies.

### **What is not photographed?**

- Digital Flex campaigns. Regular digital campaigns are still photographed according to the specifications above. (Due to the fact that the time the photographers spend taking Flex campaign photos increase from 2 to 3.5 days, we have chosen not to photograph Flex campaigns.)
- Campaigns not in Oslo.
- During the second week of the campaign period, no photos are taken of the campaign.

## **9. Legal venue**

The parties have chosen Oslo Conciliation Board and Oslo City Court as the legal venue.