

GENERAL TERMS AND CONDITIONS OF MEDIAFIELD - 2018

1. Definition and specific characteristics associated with the business line

Mediafield sprl (registered for the purposes of VAT under no. BE 465 888 822), referred to hereinafter as "Mediafield", is the sole legal entity to be bound vis-à-vis the other contracting party by the agreements, purchase orders and offers produced by Mediafield. Owing to the distinctive characteristics of the advertising sector, the advertiser, its advertising agency, its central media buying group and the out-of-home specialist, referred to hereinafter as "the client", shall be held jointly and severally liable for the performance of this agreement, under the conditions set forth below, even if only one of these parties has signed the purchase order, offer or agreement produced by Mediafield.

2. Scope of the general terms and conditions

All services provided by Mediafield are performed on the basis of these general terms and conditions. These terms and conditions apply to all future and current agreements, even if no explicit reference is made to them in the cooperation agreement.

A departure can only be made from these general terms and conditions when an exception thereto has been agreed to by a member of the management of Mediafield sprl and said departure has been expressly ratified in the form of a written and signed confirmation.

- a. Only the general terms and conditions of Mediafield are applicable. Any conditions mentioned on a purchase order or any other document produced by the client shall therefore not be applicable. The fact of a client countersigning a purchase order raised by Mediafield implies that the client is thereby indicating its total and unreserved acceptance of the application of Mediafield's terms and conditions, and thus to the exclusion of the client's own general terms and conditions.
- b. Offers made by Mediafield are: without obligation to purchase and subject to availability at the time of signing by the client. Mediafield is bound as soon as an offer is returned, countersigned by the client.
- c. On account of an agreement having been signed, Mediafield is obliged to carry out the assignments with which it is entrusted "in a professional manner". However, this obligation should not be confused with a firm commitment. The client may therefore not criticise Mediafield for the expected results from an advertising campaign not having been achieved.
- d. Mediafield shall make every effort to ensure that the assignments with which it is entrusted can be performed within the time allotted. However, the lead times mentioned on the purchase orders raised by Mediafield are for information purposes only. They are non-restrictive and do not constitute a guarantee, and still less a firm commitment. Therefore the client may not under any circumstances terminate the contract or claim damages on the grounds of it not having been possible to observe the timing that had initially been scheduled.
- e. The client undertakes to provide Mediafield in time with all information, visuals, posters and material required for the fulfilment of the assignment, without the fulfilment of this assignment being put under pressure. "In time" should be understood to mean "within the periods stated in the Mediafield technical files". In the event of late delivery of the material (in the broad sense of the term) by the client, Mediafield reserves the right to charge the client a supplement (to cover express production or delivery costs, for example).
- f. The undertaking entered into by the client is strictly personal. It may not be transferred to any third party, either free of charge or against payment, without Mediafield's express written agreement.

3. Prices

All Mediafield's prices are based on Mediafield's price sheets, which are sent to the out-of-home specialists every year. These prices are prices exclusive of VAT and apply to the performance of the assignments as described in the price sheets in question. Any supplements will be mentioned on the purchase orders raised by Mediafield and submitted for the client's agreement and signing.

By way of an exception to this principle, the final amount of the taxes (billposting tax, *inter alia*) may, where necessary, be determined after the event. In order to be able to effect the retroactive billing of a tax amount higher than that foreseen on the initial purchase order, Mediafield may place at the client's disposal, upon simple request, the official documents substantiating the fact that these taxes were higher than had been estimated.

- The posting taxes are 0,50 €/m² (art. 188 Code governing miscellaneous duties, levies and taxes) for posters as from 1m².
- The municipality taxes are determined by the city/town in question.

4. Terms and conditions of payment

The invoices raised by Mediafield are payable on presentation, unless another payment term is mentioned on the invoice. If payment of the invoice in question has not been effected within the time allotted, this amount shall become immediately payable, without any prior formal payment demand being required. Interest of 1% per month, with a minimum of 10 % of the (ex-VAT) amount of the invoice as compensation of the administrative and follow-up work, will be charged on any unpaid invoice from the settlement date onwards. In the event of default on payment, Mediafield shall be entitled to terminate the cooperation. To do this, a simple letter certifying the default on payment and Mediafield's wish to terminate the contract shall suffice. Any dispute concerning the services performed shall not in any way suspend the client's obligation to pay the invoice or invoices that has/have been sent to it. In cases where the contracting authority has requested Mediafield to send its invoices to a third party to the contract, the contracting authority client that signed the agreement shall continue to be answerable for the payment of these invoices.

5. Cancellation of an assignment before it is performed

Mediafield does not accept any cancellation less than 90 days before the start of an assignment. For cancellations occurring between 90 and 140 days before the start of an assignment, Mediafield will claim a non-negotiable lump sum corresponding to 50% of the media part of the contract in question. If this cancellation occurs between 140 and 210 days before the start of the assignment, the percentage payable for cancellation of the campaign will be 25% of the media part. However, Mediafield may claim amounts higher than the above-mentioned lump sums in the event of Mediafield being able to prove that the damage it sustains on account of this cancellation is greater than the lump-sum amounts in question.

In case of great works on parking C or in the halls, Mediafield will not be held responsible for the changes in the configuration of the site or for the changes of the media.

The customer and Mediafield will search for comparable substitutes for the media that are not available anymore, in order to keep an equivalent budget and impact.

In case the customer cancels some media as a result of the works, without accepting to replace them by the alternatives proposed by Media Expo, 50 % of the media budget will be invoiced by Mediafield to the client as fee for cancellation of these media.

6. Complaints

The client shall see to it that it sends any complaints it may have to Mediafield no later than three (3) working days after completion of the assignment entrusted to Mediafield. Complaints lodged after this period of three days will be declared inadmissible.

7. Responsibility with regard to compliance with the legislation

- a. Mediafield may not be held liable for compliance with the regulations concerning the distribution and billposting of the client's material, except when Mediafield is mentioned as the publisher responsible at law on the posters or the material in question.
- b. The client contracting authority is wholly responsible for the content and form given to its campaign. These contents and form may not contravene the laws or run counter to good practices. Mediafield bases itself on the principle that the client holds the rights relating to the performance or reproduction of an assignment. It is the client who remains responsible at this level vis-à-vis third parties. Mediafield is hereby therefore relieved of any responsibility in this respect. If by any chance it were to prove impossible to carry out an assignment due to its prohibition by the JEP, by the government or by another competent authority, the amount agreed for performance of the assignment by Mediafield will nonetheless still be payable to Mediafield. This applies to all or part of the contract.

8. Staff and subcontractors of Mediafield

Mediafield is responsible for the choice of its members of staff and subcontractors for the performance of the assignments with which it is entrusted. These members of staff and subcontractors will perform their duties under the management of Mediafield. Except where mention is made to the contrary in a written document signed by a member of Mediafield's management, these members of staff and subcontractors will not have to receive instructions from the client. In their work, Mediafield's members of staff and subcontractors will observe the safety rules specific to the place where these assignments are carried out.

9. Responsibility with regard to goods made available by the client

The risks and costs pertaining to goods that the client has placed at Mediafield's disposal are borne entirely by the client. Mediafield may not under any circumstances be held liable in the event of loss or theft of or damage to these goods. Likewise, Mediafield may not be held liable for damage to the goods or to persons as a result of the use of these goods by Mediafield.

10. Competence and applicable law

Any dispute concerning agreements subject to these general terms and conditions shall be settled on the basis of Belgian law, and shall fall under the jurisdiction of the courts of Brussels.