



## General Terms of Sales.

These general terms apply to agreements for the hire of advertising space from Clear Channel Sverige AB, (hereafter called "Clear Channel"). The terms apply to confirmed bookings from 24 September 2016 or later.

### 1. Booking advertising space.

#### A. Order acknowledgement and quotation.

Advertising space must be booked in writing by an advertiser, broker or advertising agency (hereafter "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 of receiving the order confirmation. 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 97% (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 screens with at least 97%. In digital filler-campaigns Clear Channel guarantees delivery of number of offered plays with at least 97%.

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. If nothing else is stated in the offer, Clear Channel's offers are with reservation for inventory availability.

#### B. Cancellation.

##### • Applies to cancellations in 2020

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

The cancellation must be made in writing and will be regarded as taking effect on the date of receipt by Clear Channel. A cancellation must be made 10 weeks before the start of the advertising period. If the booking relates to multiple advertising periods, the cancellation must be made no later than 10 weeks before the start of the first advertising period.

- **Applies to cancellations in 2021**

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

The cancellation must be made in writing and will be regarded as taking effect on the date of receipt by Clear Channel. For bookings with advertising period until **w 26 2021**, a cancellation must be made **6 weeks** before the start of the advertising period (Classic and Play campaign). If the booking relates to multiple advertising periods, the cancellation must be made no later than 6 weeks before the start of the first advertising period.

For bookings with advertising period **from w 27 until w 52 2021**, a cancellation must be made **8 weeks** before the start of the advertising period for a **Classic** campaign, and **6 weeks** before the start of the advertising period for a **Play** campaign. If the booking relates to multiple advertising periods, the cancellation must be made no later than 8 (or 6) weeks 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.

## **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.se](http://www.clearchannel.se). 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 (diagrams) 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.se](http://www.clearchannel.se).

### **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. The reserve supply for supermarket trolley panels shall amount to 5% of the net supply.

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. Printing through Clear Channel.

If the Client has chosen to print through Clear Channel, Clear Channel is responsible for ensuring that delivery is made on time and with the right quality, as long as the Client has delivered print-ready originals according to specification and at the agreed time. Invoicing is carried out according to section 7, jointly with the media cost as a rule, unless otherwise agreed.

If the decision is taken not to go through with the booked campaign for some reason, after the advertising material has been produced, the production costs will be billed to the Client. If the Client discovers issues with print quality or other print-related errors, reasonable compensation may be paid. The compensation can never exceed the cost of producing the advertising material.

### 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 paste-up or posting, unless otherwise stated on the order confirmation. If the Client requests repasting, additional pasting or reposting for any reason other than errors 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>
Adshel	Sunday 6 pm	Tuesday midnight
Billboards	Sunday 6 pm	Tuesday midnight
Transit (inside)	Sunday 6 pm	Tuesday midnight
Billboard group of 5 and Billboard group of 2	Sunday 6 pm	Tuesday midnight
Buses	Sunday 6 pm	Tuesday midnight
Escalator panels	Sunday 6 pm	Tuesday midnight
Trolleys	Sunday 6 pm	Tuesday midnight
Vinyl	Sunday 6 pm	Saturday midnight

If extreme weather conditions make posting or pasting (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.

## **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 that will be charged is SEK 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 paste-up or 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 hire charge for the incorrect objects during the advertising period. Compensation is not paid in cases where the advertising surface is not illuminated due to the fact that it is not equipped with lighting, or where the lighting temporarily does not work for reasons beyond our control, for example because a cable was excavated during road work.

## **F. Wrapped metro carriages.**

When wrapping metro carriages, Clear Channel gives no guarantee that these carriages will be in service each day. If a wrapped carriage is taken out of service, the Client will receive compensation in the form of a campaign period extension for the number of days that a carriage did not go into and/or was not in service.

## **G. Advertising for competing operations.**

The Client accepts that advertising material for operations which compete with the Client may appear on advertising space adjacent to the advertising space booked by the Client.

#### **H. Over-pasting/reposting after the end of the period.**

Over-pasting/reposting normally takes place after the end of the advertising period. If the parties have agreed that over-pasting/reposting 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 4 weeks before the campaign commences. If the agreement is reached later than 4 weeks before the commencement of the campaign, the Client will be charged an additional posting fee. Please note that over-pasting/reposting cannot be made for Billboard National.

#### **I. 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% for transit advertising (vehicles) and 3% for other formats during the advertising period.

#### **J. Information on booked advertising spaces.**

At the Client's request, Clear Channel will provide a list of addresses or other record of the advertising spaces hired. 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 panels 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 hire charge 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 Swedish law, the International Chamber of Commerce's Consolidated Code of Advertising and Marketing Communication Practice or other applicable rules and regulations. Such applicable rules may include local regulations. Clear Channel has the right to examine advertising material in advance. If the advertising material is considered to breach the above provisions or may in some other way be judged unethical, Clear Channel has the right to refuse to post it. Drawings and posting instructions are to be e-mailed to [kampanjplanering@clearchannel.se](mailto:kampanjplanering@clearchannel.se) before the campaign goes to print, but no later than 14 days before the advertising period commences.

If you know that the content of the text or image may be perceived as provocative, please contact us for discussion at least 3 weeks before the campaign starts. The Client shall compensate Clear Channel for all charges, damages or other costs which Clear Channel may incur 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 regulations on the content of the advertising, Clear Channel is still entitled to full payment for the advertising space. If drawings for the campaign are not sent for approval in accordance with the text above, Clear Channel cannot 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 hire 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. Payment.**

Advertising space will be invoiced on the last working day before the first day of the agreed advertising period. Clear Channel reserves the right to require payment in advance. Payment must be received by Clear Channel 20 days after the invoice date. This also applies to advertising space hired on a long-term basis. In the event of late payment, penalty interest will be charged in accordance with the current Swedish interest act.

## **8. Other.**

Clear Channel has the right to photograph and store data images of posters/panels and to display the images 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 images to research institutes for use in connection with reports on advertising surveys carried out by these institutes. This use includes posting images on the internet.

## **9. Disputes.**

Disputes arising in connection with this agreement shall be finally settled through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC).

The Rules for Expedited Arbitration shall apply unless the SCC, taking account of the complexity of the case, the value of the matter in dispute and other circumstances, decides that the Arbitration Rules shall apply. In the latter case, SCC shall also decide whether the Arbitral Tribunal shall consist of one or three arbitrators.

The arbitration procedure shall take place in Stockholm. Swedish law shall apply to the dispute.