



## JCDECAUX GENERAL SALES CONDITIONS LUXEMBOURG 2024

The Company is not obliged to remove the Advertiser's publicity after the duration of the campaign unless prior agreement between the parties negotiated before signing the order form. The imperative need to cover advertising will generate a fixed surplus of €7,500.00.

### **9.2.For the AIRPORT-campaigns**

#### **9.2.1. Visual and campaign project :**

The Advertiser and/or its Agent shall submit to the Company imperatively and at the latest 2 weeks before the date of the displaying or the making available of the location as set out on the front of this contract or as an attachment in its digital form, the advertising project or reserved advertising space. The Company undertakes either to give an agreement or to request the modification of the project within 7 days so that it meets the criteria set out in these General Sales Conditions.

In the interest of the quality of the campaign, dynamism and beautification of the airport environment, the company reserves the right to request the modification of the campaign concept up to once a year for contracts of a duration of more than one year.

#### **9.2.2. Installation and removal :**

The display shall be installed and removed by the Company and under its responsibility, after submission on time of the visual and/or campaign project by the Advertiser and/or its Agent. Layout change expenses are included in the contract during the active period of the contract. If the installation dates provided for in the contract coincide with a legal holiday or a weekend day (Saturday or Sunday), the Company shall have an additional 48 hours to carry out said installation. If the installation has not taken place by the stipulated date for reasons not attributable to the Advertiser and/or to its Agent, the Company shall provide the Advertiser with compensation, at the Company's initiative. Said compensation may take the forms of an extension of the display period, or of a credit.

The installation and removal of the "Experiential and Ambient" displays are carried out by the Company, under its responsibility, after submission of the visual and/or campaign project by the Advertiser and/or its Agent. The Company undertakes to do its utmost in order for, once the visual and/or campaign project has been approved, the installation to be carried out at the latest by the contract's effective date. However, the buyer must be aware that this installation may be delayed pending safety conditions or gaining access to certain different areas (conditions required by the Licensor) and it shall not be entitled to hold the Company liable or to demand any compensation.

#### **9.2.3. Conditions for the using the available areas (podium areas) :**

The podium spaces referred to in the General Sales Conditions are provided bare to the Advertiser and/or its Agent, which shall be responsible for having these adapted and equipped at its expense under conditions consistent with the Specifications and/or technical and safety standards applicable to the site(s) in question, and of which it/ they acknowledge(s) having taken note. Any advertising materials displayed must be kept perfectly clean. Any breach of this obligation shall entitle the Company to perform said cleaning itself, at the expense of the Advertiser and/or its Agent. The spaces and/or showcases described on the front of this contract or as an attachment in its digital form are made available for advertising purposes, and cannot be used for any other commercial operations. Any display by the buyer that may, whether or not on an ancillary basis, be of political or religious nature, or that may be immoral and/or inconsistent with the interests of the licensor and/or of the Company, shall be prohibited.

#### **9.2.4. Supply and restitution of the equipment :**

The Advertiser and/or its Agent must follow the Company's recommendations concerning the number, type and characteristics of advertising equipment. In the event of a breach of these conditions, the display equipment shall be returned to the Advertiser and the campaign shall be delayed until conforming advertising equipment has been delivered and subject to availability of the initially-reserved advertising space(s).

The advertising equipment necessary to the installation of the advertising shall be paid for by the Advertiser and/or its Agent and must be delivered to the workshops of the Company or its representatives within the following timeframes:

- for "Experiential and Ambient" and "Premiums" displays, three weeks prior to the display date, as defined in the specific conditions;
- for "Network" devices, at least 6 working days prior to the display period, as defined in the specific conditions. Posters must be delivered, stamped, to the workshops of the Company, or its representatives.

The dimensions of the posters and/or visuals to be affixed are defined in the data sheets which are an integral part of the contract.

In addition to the posters to be used for the first installation, the Advertiser and/or its Agent must provide a sufficient number and quality of posters to ensure, under normal conditions, the conservation of the posters throughout the term of the campaign, as defined on the front of this contract.

The number of additional posters shall be determined jointly at the rate of 20% of the number of posters necessary for the first installation.

The items not used by the end of the campaign and not claimed prior to the poster's withdrawal by the Company shall be deemed abandoned. If requested by the Advertiser and/or its Agent, the Company shall return to them those posters not used. However, postal expenses shall be charged to the Advertiser and/or its Agent. The posters and/or advertising equipment must be delivered 10 working days prior to the beginning of the campaign.

The advertising and/or display instructions must reach the Company at least 10 working days prior to the start of the display period.

All the operations requested by the Advertiser and/or its Agent and that give rise to additional expenses shall be borne by the Advertiser and/or its Agent, based on an estimate they have approved (urgent installation, assembly or special fixtures, coverings, additional advertising message during a campaign, etc.).

If the aforementioned timeframes are not honoured, the amount of the additional technical expenses shall be invoiced automatically, as will any overtime hours and transport expenses caused by the delay. In such case, the Company shall not be held liable and no credit note may be demanded if the posters are not placed and/or the displaying is not shown within the stipulated times.

Under no circumstances may non-delivery of the display equipment suspend the contract's performance or prevent the order's validity or give rise to full payment, to the Company, of the price of the campaign, plus any penalty expenses and interest. In the case of a simple delay in the supply, the posters shall be installed as well as possible and the Company shall not incur any liability.

#### **9.2.5. Insurance :**

The buyer shall be responsible for taking out a third-party liability insurance policy, as well as a multirisk policy covering all its equipment and installation, display and co-ordination, against

theft, vandalism, fire, tenant's liability and the breakage of glass. This insurance must include a waiver of remedy vis-à-vis the Licensor and the Company, such that they cannot be held liable in case of accident, loss, disappearance, fire, water damage or damage of any kind for any reason whatsoever to the installations or objects displayed or to any person whatsoever.

### **Art. 10 JCDecaux Innovate Action :**

**10.1.**The Innovate Actions are the subject of a specific order form.

**10.2.**The implantation sites for an Innovate Action are proposed subject to obtaining the necessary permissions from the municipal services, technical possibilities and compatibility with planning. If changes should occur, the Company shall inform the Advertisers accordingly. Any pre-tests can be carried out, subject to invoicing, and will only be carried out after an order form has been signed. The montages related to the Innovate Action are carried out within 24 hours of the start of the campaign (unless otherwise agreed).

**10.3.**The Company may under no circumstances be held liable for the intervention of any works on sites that have been selected for an Innovate Action. If the Company has prior knowledge of this, it shall propose other substitute locations to the Contractors. The material used, 2D, the lighting, etc., are the property of the company.

**10.4.**In case an Innovate Action would be cancelled :

- more than two weeks before the start date of the campaign, 30% of the total amount of the campaign will be due;

- in the course of the two weeks preceding the start date of the campaign, the total amount of the campaign remains due. The valid date of cancellation shall be the date on which the letter is handed over to the Company.

**10.5.**The Company cannot, under any circumstances, be held responsible for extraordinary damage caused to the furniture and the sets (bad weather conditions, vandalism, anti-publicity campaign, etc.).

### **Art. 11 Intellectual property :**

**11.1.**Except in the case of a rejection expressly notified by the Advertiser and/or its Agent, the JCDecaux Group may, for documentary and/or marketing purposes, reproduce or represent the visuals and/ or campaign projects of the advertisers on all products (magazines, reviews, leaflets, sales kits, brochures, etc.) as well as on any magnetic, analogue or digital media, loading on a hard drive or in RAM, screen display, display on the Internet, storage in RAM, or transfer of a digitised work or scanning.

**11.2.**In this context, the Advertisers and/or their Agents represent that they hold all the rights on the visual and/or campaign projects that are the subject here of, and, more specifically, the intellectual property rights (copyrights, trademarks and model rights), of third parties that have been incorporated in said visual and/or campaign projects and the image rights for the properties and persons of said the visual and/or campaign projects.

**11.3.**The Advertisers and/or their Agent shall inform the Company of any limitation involving the subject of the rights held by them and that would therefore limit - in terms of time and scope - the Company's right to use said the visual and/or campaign project.

### **Art. 12 Taxes & Stamp Duty – Registration – Miscellaneous charges :**

**12.1.**The fees shall be borne in full by the Contractor on the basis of a flat rate, the amount of which shall be indicated on the front of this Contract on paper or as an attachment in its digital form. However, this flat rate is determined on the basis of a basic assessment and the assessment rate as determined by the regulations, valid on the date of the signing of this contract. Each new tax, each new duty imposed by the legislator shall be borne by the Contractors. Similarly, any increase in the valuation rate will be borne by the Contractors.

**12.2.**The Company may therefore revise the amount of this lump sum at any time for current or future campaigns. The lump sum charged for the fees shall be charged regardless of the Contractor's position with regard to those fees and/or taxes.

**12.3.**Stamp duty: The posters must be delivered with a stamp according to the applicable rate. Failing this, the Company shall make the necessary declarations to the competent authorities and invoice the cost of sealing plus a flat-rate amount of €380.00 for administration costs directly to the Contractors'.

**12.4.**New regulatory or fiscal decisions: If any amendment to the existing regulations regarding advertising locations would make it impossible for the Company to maintain the advertising panel, subject of this order form, on site, the agreement may be terminated without any right to compensation and the advertiser or its proxy holder will receive a voucher which will be drawn up prorata temporis in function of the remaining term of the agreement.

**12.5.**If new taxes and duties, stamp taxes etc. are levied on this type of advertising, they shall be borne by the Advertiser and/or its Agent and shall be added to the invoice amount. Under no circumstances may these expenses be cited as grounds for terminating the advertising contract.

### **Art. 13 Responsibility :**

**13.1.**The Company undertakes to comply with the regulations in force in the field of town planning and, in particular, with regard to publicity and the rights of third parties. It alone shall be responsible for established infringements concerning the sites which it makes available to the Contractors and, if necessary, it alone shall bear the costs of legal proceedings.

**13.2.**It assumes responsibility for any complaint arising from regular installation or any damage caused to third parties by its services or facilities. Under no circumstances can the Company be held liable for any installing whose content violates the legislation on Advertising.

**13.3.**Neither the installation, nor the advertising message in any form whatsoever, nor the graphic design, nor the text shall contain any political, sexual, provocative, discriminatory, ideological or religious allusion or statement against the laws or morals; nor shall any statement cause nuisance or damage to the agglomeration on whose territory the poster or advertising panel is erected, nor to the bodies of public interest. The company reserves the right to have the model modified until acceptance, without its refusal resulting in the termination of this contract, nor any compensation if the installation should be delayed.

**13.4.**This is a mandatory rule and the Company will only be obliged to inform the Contractors, who will be able to change their posters and texts under their own responsibility, bearing the costs, risks and dangers themselves. The Company reserves the right not to put up posters if the content of the poster makes it jointly responsible under Luxembourgish criminal law. If the poster has to be removed during the campaign, the cost of removal will be charged to the Contractors. However, the price of the campaign shall remain due for the period of installation determined by agreement between the parties.

**13.5.**Any complaint about a campaign must, under penalty of cancellation, except in the case of formal evidence, reach the Company's headquarters by registered mail no later than three working days before the end of the campaign.

**13.6.**Under no circumstances can the Company be held responsible for any withdrawal or refusal imposed by an administrative authority (for example, a contracting authority, a grantor, the town planning departments, etc.) concerning the advertising content of a poster.

**13.7.**In any case, the liability of the Company or its Licensor may not be invoked by the Advertiser and/or its Agent if all or part of the advertising, exhibition and/or animation covered by this contract were to become unavailable for any reason. The contract would follow its course and the Company would propose to the Advertiser and/or its Agent either to relocate it to other locations as a compensation, or to extend the advertising, exhibition and/or animation, or to grant a pro rata credit for the duration of the non-use and the number of locations involved, without further compensation.

In addition, the Company may - at the request of the Licensor and any time before or after the displaying of the advertising or during any exhibition or animation - either prohibit any advertising, exhibition and/or animation likely to affect the convenience of the Licensor or its interests, either request the termination of the contract for the part of the not-performed advertising.

Likewise, the Company - at the request of its Licensor and on technically suitable display devices only - may authorize the insertion of informative messages between two advertising messages, or even the interruption of an advertising message in progress to allow the dissemination of a safety, health or public interest message etc.

**13.8.**The Company shall not be responsible for any damage to the affixed posters and/or the advertising equipment. However, any such damaged posters shall be replaced as quickly as possible.

**13.9.**The Company shall not be responsible for unusual damage to these items (significant breakage, anti-advertising campaign, etc.). However, every possible effort shall be made to remedy this situation as quickly as possible.

### **Art. 14 Jurisdiction and disputes :**

**14.1.**The parties have agreed that this contract shall be governed by Luxembourgish law and they assign jurisdiction to the courts of Luxembourg to resolve any disputes concerning this contract's interpretation or performance.

**14.2.**Any complaint from the Contractors must reach the Company by registered letter.

### **Art. 15 Miscellaneous :**

**15.1.**Current General Sales Conditions can be consulted at all times in French, German and English on the website [www.jcdecaux-belux.com](http://www.jcdecaux-belux.com).

**15.2.**In case of grammatical or other interpretation problems, the French version of the General Sales Conditions will serve as the reference point.