

General sales conditions for advertising

I Conclusion of contract, Conditions of supply

- 1 The company First Break BV (hereinafter referred to as the "publisher") is the publisher of a range of titles of periodicals, in which advertising is regularly published on the basis of business contracts between the publisher and customers upon payment for advertising by the customers.
- 2 For the purposes of these General Sales conditions, advertising is understood to be standard advertising in the form of advertisements and promotional articles (hereinafter referred to as "PR materials") promoting the customer and his/her activity. The publisher reserves the right to indicate published PR material as paid advertising.
- 3 An "advertising order" in the sense of these General commercial conditions (hereinafter referred to as "GCC") is understood to be an order for publication of advertising in certain periodicals issued by the publisher. The advertising order must contain all appurtenances of the trade documents: the business company of the customer, registered seat or place of business.
- 4 A placed advertising order is legally binding on basis of written confirmation from the publisher. Confirmation by fax is also regarded as fulfilment of written form for the purpose of these GCC and individual contracts. A contract on publication of advertising (hereinafter referred to as a "contract") is concluded at the moment of written confirmation of the advertising order by the publisher, and must contain information concerning the extent of the placed advertising, the date of its publication, the title in which the advertising is to be published and the price of the advertising.
- 5 The prices of advertising are stipulated according to the publisher's current price list for advertising valid on the day of confirmation of the customer's advertising order or by a separate agreement between the publisher and the customer.
- 6 The customer is responsible for the content and legal permissibility of the supplied text and pictorial materials and the publisher is thus absolved from any claims on the part of third parties. In this matter the publisher is not in any way obliged to verify as to whether the customer's published advertising causes damage to the rights and authorised interests of third parties.
- 7 The publisher reserves the right to reject advertising orders or individual orders within the framework of a synoptic order regardless of article 3 of these GCC, due to the content or orientation of the advertising, which may be at variance with the ethical regulations of the publisher, or conflict with the generally binding legal prescriptions or decisions of bodies of the state administration, or is otherwise inadmissible for the publisher. The publisher is not obliged to justify rejection of an advertising order and shall merely inform the customer in writing of such rejection.
- 8 An advertising customer is obliged to supply prepared drafts of the advertising to the publisher according to the technical specifications of each periodical title separately. The costs for preparation of these drafts shall be borne fully by the customer. Amendments to the advertising order after the deadline may be made only with the approval of the "traffic management" of the publisher.
- 9 The customer is responsible for providing error-free print drafts within the agreed deadline. The publisher is responsible for the print quality usual for the given periodical title only in the case of supply of print drafts corresponding to the technical specifications of individual titles.

10 Print drafts which were not supplied within the agreed deadline and which may affect the quality of print according to the required technical specifications disable customer's right to reclaim expenses. In the case that certain defects are not immediately decipherable from the print drafts but become apparent only in the course of printing, the customer has no right to apply any claims. The publisher reserves the right to invoice any expenses incurred in connection therewith.

11 Reclaims concerning the quality of published advertisements must be applied within 30 days of publication of the relevant advertisement, exclusively in written form. The publisher undertakes to inform the customer of the result of the reclaim proceedings within 30 days of receiving the reclaim in question.

12 The obligation to retain print drafts applies to the publisher for a period of three months from the publication of the advertisement.

13 After publication of an advertisement, the customer is sent an invoice for the price of the advert with a printed document of the periodical. In the case that the customer has not provided payment in advance, he/she shall be obliged to pay the invoice in accordance with the below-mentioned Conditions of payment.

14 In cases resulting from interventions of force majeure or upon unavoidable breakdowns in operation, the publisher has the right to full payment for of the price of the advertisement.

15 The place of fulfilment of individual contracts is the registered seat of the publisher.

II Conditions of payment

1 The customer is obliged to pay the price of the advertising designated in the sense of section I of article 1 of these GCC on the basis of an invoice made out by the publisher within 30 days of the issue of the periodical title.

2 In the case of non-payment of the invoice within the designated payment deadline, the publisher reserves the right not to publish any remaining advertising, which has been regularly ordered and confirmed.

3 Upon delay with payment on the part of the customer, the publisher shall charge interest at an amount of 0.1 per cent of the outstanding for each day of the delay, until the publisher has received full payment.

4 Cancellation of a placed order may be effected only in writing, in which the customer agrees to the cancellation terms and fees indicated below:

- A cancellation fee of 70 per cent of the price of the advertising is charged upon cancellation of an advertising order up to six weeks before the date of issue of the periodical title.

- A cancellation fee of 100 per cent of the price of the advertising is charged upon cancellation of an advertising order less than six weeks before the date of issue of the periodical title.

5 Agency discount only applies when;

- The agency is an independent company, with its own VAT number and it's unique corporate name (no link with the corporate name of the advertising company)
- The contact person with the agency is a different person than our contact with the advertising company
- The invoicing address has to be the agency
- Materials are sent to us by the agency

6 For credit card payments a 5% surcharge is applicable.

Assignment

EAGE may, without customer consent, assign this Agreement, including all rights and obligations hereunder, at any time to any of its affiliates or to any entity acquiring substantially all of EAGE's assets. Subject to this Section, this Agreement is binding upon and is for the benefit of the parties and their respective successors and assigns.

Liability limitations

Without limiting the foregoing, none of the Parties shall have liability with respect to its obligations under this Agreement for any loss of profits or other economic loss, or for consequential, special, exemplary, incidental or punitive damages, even if Parties have been advised of the possibility of such damages. The foregoing shall not apply to damages relating to, resulting from or connected with a breach by the customer.

The Parties sole liability, including, without limitation, liability arising out of contract, negligence or strict liability in tort or warranty shall not exceed any amounts actually paid by EAGE for the customer.

Force Majeure

Should any circumstance arise which prevent the Parties from complete or partial fulfilment of any of their respective obligations under the present Agreement, namely: Acts of God, strikes, war, military operations of any character, blockade, embargoes on import or export, or any other circumstances beyond the control of the Parties, the time stipulated for the fulfilment of obligations shall be revised to the Parties' mutual consent.

If the above circumstances remain operative or are expected to remain operative for a continuous period exceeding more than 10 (ten) days and due to the nature of the duties and obligations under this Agreement, the fulfilment of the obligations cannot reasonable be revised or postponed or reasonably be expected to be revised or postponed, each Party shall have the right to renounce any further fulfilment of its obligations under the Agreement and in this case the Parties have not the right to demand the indemnification of the possible damage.

The Party which encountered the circumstances preventing the fulfilment of its obligations under the present Agreement is obliged to inform its Counterpart as regards the commencement, duration or cessation thereof within 5 (five) days. In the event that the damaged Party does not inform the Counterparty, as stipulated above, it will not have the right to refer to these circumstances as a release from the responsibility.

Competent court / Applicable law

Any dispute with regard to the conclusion, interpretation or implementation of this agreement or further agreements originating from the same as well as any other dispute related to or in connection with this agreement, either legal or factual, none excluded, shall be settled by the competent court in Utrecht (the Netherlands).

Dutch law is exclusively applicable to this agreement and further agreements originating from the same.