

GENERAL AND SPECIAL TERMS OF SALE 2024 – EXTERION MEDIA (France) SA

INTRODUCTION

These General and Special Terms of Sale apply to the services provided by EXTERION MEDIA (France) SA (hereafter "GIRAUDY") and are also available on <http://www.giraudy.fr>.

These General Terms of Sale and the Special Terms and Conditions applying to each service, apply to the sale of all our advertising services. They apply as of 1 January 2024. This version cancels and replaces all previous versions.

Section I: GENERAL

DEFINITIONS

Temporary Advertising - any service connected with a Temporary Advertising Campaign, i.e. for a short period.

Advertiser - an individual or a public or private legal entity that operates one or more brands and/or products and/or services in one or more companies of the same group.

Other Expenses - has the meaning given in article 3.2. of these General Terms of Sale.

Campaign or Temporary Advertising Campaign - the simultaneous or almost simultaneous display of an advertisement on one or more Networks.

(GIRAUDY) Catalogue updated in September each year with the list of GIRAUDY Networks and their features. GIRAUDY may also specifically design and create Networks to meet Client requirements in a particular Proposal. Networks ordered by the Client may change between Order signature and execution depending on continued Sheet inclusion in the Network and availability.

Client - the Advertiser or its Agent.

Third-Party Client - any Advertiser that has signed a Shared Long-Term advertising contract with GIRAUDY for the Advertising Device specified in the Order. Third-Party Client details are given in the Order.

Late Order or Last Minute Order - any Temporary Advertising Order placed twenty-one (21) to eight (8) calendar days before the start of a Campaign.

(Display) Device - advertising furniture displaying one or more posters or advertisements.

Network Display Period - for Temporary Advertising, this is the period during which an advertisement will be displayed on a Network: 7, 14 or 21 calendar days. Unless otherwise stated in the Proposal, the Display Period is 7 calendar days.

Maintenance - work undertaken to ensure poster visibility remains good throughout the Display Period.

Shipment - shipment of posters between a preparation centre and a poster depot.

Sheet - a display unit on a Device.

Long-Term - all advertising for the same Advertiser on one or more media and in any format that is intended to remain in place for at least thirty (30) calendar days.

Long-Term Presence Package - all advertising for the same Advertiser on one or more media and in any format that is intended to remain in place for an initial period, as defined in the Special Terms and Conditions and set in the Order.

Shared Long-Term - all advertising on a Device of a poster carrying an advertisement for at least two (2) different Advertisers and intended

to remain in place for at least thirty (30) days. The installation date and Display Period for the Client and the Third-Party Client(s) must be identical. Each Advertiser in a Shared Long-Term advertising package signs a separate contract with GIRAUDY.

Agent - any individual or legal entity that buys advertising space in the name and on behalf of an Advertiser pursuant to article 20 of the law of 29 January 1993, and that has given GIRAUDY an agency certificate.

Publicity Material - all advertising material.

Specific Publicity Material - advertising items other than posters, such as banners, stickers, etc.

Net Amount Excluding Expenses (ex-tax) - the Net Price per Sheet multiplied by the number of Sheets per Network. This price is stated in the Order.

Total Price - all the following prices combined: Total Net Price ex-tax, total tax and expenses, Other Expenses and Preparation and Shipment.

Order has the meaning given in article 1.1. of these General Terms of Sale.

Preparation - Posters: pasting, folding, numbering and organisation into separate packages of the different parts of the poster.

Posters on scrolling Devices: Preparation comprises the assembly of the different parts of the poster and the organisation of the posters themselves to create a scrolling billboard.

Net Price per Sheet (NPS) - price per Sheet. This has the meaning given in article 3.1. of these General Terms of Sale.

Proposal: proposal given by GIRAUDY to the Client that when signed as per Article 1 below. This constitutes a Temporary Advertising contract and is the equivalent of an Order.

Network - a set of Sheets on Devices in a given geographic area. Each Network is given its own code by GIRAUDY.

Local Network - a Network displaying an advertisement in a conurbation or part of a conurbation. Local Networks are identified by their name, conurbation, sector (if applicable), number of Sheets, and format.

National Network - a National Network displaying an advertisement in all or any of the metropolitan conurbations for a particular demographic category. National Networks are identified by their name, number of Sheets, and format.

Digital Medium - a digital Device displaying a digital advertisement to promote, directly or indirectly, a business, product, good or service of an Advertiser pursuant to articles R 581-41 ff Environment Code.

Commercial - a digital advertisement.

Article 1. ADVERTISING CONTRACT

1.1. An advertising contract (hereafter the "Order") governed by these General Terms of Sale and by the relevant Special Terms and Conditions shall be executed by the Client and GIRAUDY upon signature by the Client of a purchase order and/or a Proposal issued by GIRAUDY.

1.2. The purchase order and/or Proposal must include the following:

- details of the Advertiser;
- details of the Agent (if necessary);
- details of the Third-Party Client(s);
- purpose of the advertisement;
- location of the Display Device;
- format of the Display Device;
- forecast date of installation or broadcast of Publicity Material;
- initial Display Period for the poster or advertisement;
- Total Price of the Order and breakdown of the Total Price where relevant (Other Expenses, Net Price per Sheet). Digital Media
 - estimated cost of putting on line and updating; Client request (where relevant) that several advertisements be displayed on the same Digital Medium;
- Client requests for Specific Publicity Material (where relevant);

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- terms of payment;
- Client signature;
- Client stamp;
- Long-Term display and Digital Media: Display Device code;
- Temporary Advertising: name of Network(s);
- any special Client request, e.g. design of Publicity Material, advertisement or installation of Specific Publicity Material; and
- everything that is relevant and necessary to the execution of the service.

GIRAUDY can provide the Client with order forms covering all the above.

1.3. Agents acting on behalf of an Advertiser must give GIRAUDY year agency certificate before placing year order. The

Client shall inform GIRAUDY of any change of Agent or cancellation of agency contract by registered letter.

Unless otherwise stated in the agency certificate, agency shall be assumed to have been given for an indefinite period until the Advertiser informs GIRAUDY by registered letter of its cancellation.

Article 2. LOCATION, INSTALLATION, OPERATION

2.1. The Display Device for the Publicity Material shall be set at signature of the Order. It cannot be changed without the written agreement of both Parties. The Client shall have no title to, or right of use over, the Display Device.

2.2. The features of the Display Device provided to the Client, especially its format and type, shall be decided by GIRAUDY.

2.3. Publicity Material may very occasionally prove impossible to install for technical reasons, concealment of the Display Device, objection by a lessor, request from local communities, works in the immediate vicinity, temporary power failure, need to switch off the mechanism at night in order to comply with a decision of the administration or the courts or with a contract (this is not an exhaustive list).

The Client shall pay GIRAUDY all Other Expenses incurred by GIRAUDY to execute the Order. Where relevant, said Expenses shall be paid in equal parts by the Clients that refused an equivalent Device.

2.3.1. In the case of Long-Term advertising, GIRAUDY shall use its best efforts to resolve the problem within thirty (30) calendar days of the projected start date. Where resolution is not possible, GIRAUDY shall use its best efforts to offer the Client an alternative Display Device of equivalent value that meets the terms of the Order, so long as such Devices are available. Should the Client refuse the alternative or if no Device of equivalent value is available, the Order shall be cancelled without liability on the part of GIRAUDY or compensation to the Client. Should the problem persist for over thirty (30) calendar days, the Order: i) may be extended for a period equal to the period during which GIRAUDY was unable to operate the Display Device; and, if circumstances permit ii) may be cancelled by GIRAUDY as of right at the end of the above period. In this case the Client shall be compensated by credit note *pro rata* of the Display Period remaining at the cancellation date.

Within thirty (30) calendar days of the start date of any Long-Term poster advertising Campaign, GIRAUDY shall produce, at the Client's request, a list of Sheet locations in the Network(s) covered by the Order.

2.3.2. In the case of Temporary Advertising Campaigns, GIRAUDY shall undertake, and the Client shall permit, the replacement wherever possible of Sheets that have been ordered but are unavailable or cannot be displayed for any reason on any Network or display conurbation if that Network and conurbation are included in the advertising Campaign covered by the Order.

At latest seven (7) calendar days before the start date of any Long-Term advertising Campaign, GIRAUDY shall produce, at the Client's request, a list of Sheet locations in the Network(s) covered by the Order. Said list shall form the basis for the inspections carried out under article 3.2. of the relevant Special Terms and Conditions and for billing by GIRAUDY.

2.4. In the event of constraints imposed by laws, regulations and/or administrative requirements, GIRAUDY may decide to change the location of the Display Device (in the same geographic area) and/or its format. Said changes shall not cause cancellation of the Order in question. GIRAUDY shall give the Client advance notice of such changes. GIRAUDY shall ensure that such changes do not affect the visibility of the poster concerned. The Client may cancel an Order for the following reasons only:

- GIRAUDY downgrades the Display Device covered by the Order, i.e. from 12m² to 4m² or less; or
- GIRAUDY changes the location of the Display Device and the Client can prove that the change materially harmed the visibility of the poster concerned.

2.5. In the month following the installation of Publicity Material, GIRAUDY shall send the Client a display report.

2.6. concerning Digital Medium, GIRAUDY shall comply with any local regulation, concerning in particular limitation on night lighting.

Article 3. PRICING

3.1. GIRAUDY can propose an overall price or a price breakdown as follows.

Net Price per Sheet: Net Price per Sheet includes medium rental, installation of Publicity Material and Material Maintenance.

Net Price per Sheet shall be set for each Network on the basis of Sheet location, number of Sheets in the Network and Display Period. This alone shall appear in the Catalogue.

Net Price per Sheet may be reduced or increased in line with GIRAUDY's list of rebates and increases. The list shall be provided to the Client on request.

3.2. Other Expenses: These are not included in Net Price per Sheet, taxes or the associated management and collection fees. They shall be billed in addition to the Other Expenses defined below:

- expenses incurred at the Client's request, by the coating of Publicity Material at any time, additions or changes to advertisements during Maintenance. The price component mentioned in a) shall be based on the size of the Publicity Material installed, or on the area of Publicity Material coated;
- expense of special arrangements or work involving travel specifically for that purpose;
- expenses incurred at the Client's request through the installation of Specific Publicity Material;
- the following technical expenses: Maintenance, Shipment, Preparation, printing, design;

The Client may request the details of the above technical expenses, which shall not be subject to rebate.

- expense of recoating posters at the Client's request.

All such expenses must be paid in full upon completion of the above works.

3.3. Net Price per Sheet and Other Expenses shall not include billboard tax or the associated management and collection fees, which are estimated on an overall basis.

Article 4. BILLING, DEADLINES AND TERMS OF PAYMENT

4.1. All Digital Media and Long-Term poster advertising shall be billed at installation of the Publicity Material and thereafter at each renewal, based on the conditions and pricing stated in the Order.

In the case of Temporary Advertising Campaigns, billing shall be made at the end of each Advertising Campaign.

4.2. Net Price per Sheet shall be billed as follows:

a) In the event that, for reasons imputable to GIRAUDY, the number of Sheets displayed is at least equal to the number of Sheets stated in the purchase order, the Total Price shall be based on the number of Sheets stated in the Order.

b) Where the number of Sheets displayed is fewer than the number of Sheets stated in the Order:

- if the difference is three (3) Sheets or fewer and less than ten per cent (10%) of the number of Sheets stated in the Order, the Total Price shall be based on the number of Sheets stated in the Order;
- Local Network - if the difference is five per cent (5%) or less of the number of Sheets stated in the purchase order, the Total Price shall be based on the number of Sheets stated in the Order;
- National Network - if the difference is three per cent (3%) or less of the number of Sheets stated in the purchase order, the Total Price shall be based on the number of Sheets stated in the Order; otherwise
- the Total Price shall be based on the number of Sheets displayed.

4.3. Other pricing components for advertising as per articles 3.2. and 3.3. above shall be billed on the basis of the price stated in the Order.

4.4. GIRAUDY invoices to the Client shall include tax.

4.5. Invoices shall be payable as stated in the Order, sixty (60) calendar days date of invoice pursuant to article L. 441-6(2) Commercial Code.

4.6. GIRAUDY shall give a monthly discount of zero point three five per cent (0.35%) of the invoice amount ex-VAT for payment within ten (10) calendar days of the invoice date.

4.7. If in the twenty-four (24) months prior to the Order, GIRAUDY has provided the Client with no services, the Total Price shall be paid by cheque at order and without discounts.

In the event of failure to make payment by the deadlines stated in the Proposal signed by the Client (article 1 of these General Terms of Sale), GIRAUDY may assume that the Order has been cancelled by the Client and shall not be required to give notice to the Advertiser or its Agent. The Special Terms and Conditions on Order cancellation shall then apply.

Should the means of payment stated in the Order not be available, payment shall be made by bank transfer or cheque alone and no other means of payment, including offsetting, shall be allowed without the written agreement of GIRAUDY.

4.8. Cheques must be sent to the registered office of GIRAUDY, marked for the attention of Crédit Management.

4.9. If the Client places a Digital Media or Long-Term *Abonnement* Order, he must opt for monthly direct debit to his bank account of the price stated in the Order.

For this purpose, when signing the Order, the Client must give his full bank details (IBAN/BIC), and in particular his bank code, sort code, account number and bank key and must provide GIRAUDY with an RIB (bank details) for the bank account concerned. The Client must also sign and return to GIRAUDY the SEPA direct debit form he received. If the Client changes his bank account, branch, bank or postal cheque centre, he must at least one month before the debit date ask GIRAUDY for a new SEPA direct debit form and sign and return it together with an RIB.

4.10. Payment deadlines and methods set at signature of the Order cannot be amended without the written agreement of GIRAUDY.

Payment deadlines and methods set in the Order can be amended by GIRAUDY on the grounds of change in the Client's financial circumstances or of the guarantee GIRAUDY holds from the Client under a credit insurance contract.

4.11. Instructions to the Agent to pay for the services shall not release the Advertiser from its liability to GIRAUDY until full payment of same has been made by the Agent into the hands of GIRAUDY.

If the Agent fails to comply with the contracted terms of payment or in the event of a downturn in its financial circumstances, GIRAUDY may, without notice to the Agent, demand payment directly from the Advertiser.

In the event of default by the Agent, the Advertiser shall pay the outstanding price to GIRAUDY at the latter's request and no rebate of all or any of the price allowed to the defaulting Agent shall release the Advertiser from this obligation.

4.12. Should the Client fail to pay any invoice by its due date, it shall as of right and without notice be subject, from the day after the due date, to interest on arrears at the rate applied by the European Central Bank for its most recent refinancing operation plus ten (10) points, pursuant to articles L. 441-3 and L. 441-6 Commercial Code.

4.13. In the event of late payment, all amounts payable to GIRAUDY shall be automatically increased by fifteen per cent (15%) as a penalty, in addition to the penalties set out in article 4.12. above. Said penalty shall not be subject to VAT. In addition to the above penalties, the Client shall automatically pay GIRAUDY compensation in the amount of the expenses stated in the recovery instructions. Said compensation shall be no less than the minimum set in article L441-6 Commercial Code (Decree of 2 October 2012), i.e. €40 per invoice.

4.14. In addition, in the event of failure to pay any invoice by its due date, GIRAUDY shall send the Client notice to pay within oneweek. Said notice shall be sent by registered letter and shall be deemed received at the date stated on the receipt. Failure to make payment by the above date, which shall be calculated from the day after receipt of the registered letter, shall entitle GIRAUDY to cancel immediately and without formalities all or any part of the Order and consequently to interrupt current services, to dispose freely of the advertising locations and to demand immediate payment of all services for which payment has not yet been made, whatever their due date. GIRAUDY may cancel as of right and without compensation to the Client all Orders placed by the Client that are being, or are to be, executed.

In the event of cancellation before an Order has been executed, the Special Terms and Conditions on Order cancellation shall apply.

4.15. In the event of payment default by a Third-Party Client, GIRAUDY may cancel an Order by registered letter, subject to seven (7) calendar days' notice and without compensation to the Client or liability on the part of GIRAUDY. Should GIRAUDY cancel an Order on these grounds, it shall give the Client a credit note *pro rata* of the Display Period remaining at effective cancellation. **Article 5.**

LIABILITY

5.1. Except in the event of force majeure, external factor or action of a third party, GIRAUDY alone shall be liable for all damage caused by Display Devices, Digital Media or by their operation.

5.2. GIRAUDY shall have no liability to any Client for posters or Publicity Material of a competing advertiser that appear on the same Display Device or on a nearby Device.

5.3. GIRAUDY shall have no liability to any Client for advertising or broadcast anomalies, irrespective of whether they arise from non-compliance with the technical specifications referred to in the Materials articles of the Special Terms and Conditions, from the ink or paper used, from the fragility of the colours selected (especially pastels), delay of the Client, incorrect information given by the Client, or from a combination of these factors.

5.4. GIRAUDY shall have no liability for Campaigns that do not produce the economic results expected by the Client.

5.5. Compliance with these General Terms of Sale means that the Client and its Agent (if any) must comply with the ARPP professional rules on advertising and with the decisions and opinions of ARPP and the Advertising Ethics Jury (*Jury de déontologie publicitaire* - J.D.P.), irrespective of whether the Client or the Agent has directly or indirectly signed up to the ARPP code.

5.6. The Client alone is responsible for advertisements and shall be liable for their compliance with the laws, regulations and professional standards applying to advertisements, and in particular with articles L. 3323-3 and L. 3323-4 Public Health Code and the ARPP professional rules on advertising as these apply to advertising displays. The Client shall compensate GIRAUDY for the full cost of all settlements, or orders (principal, interest and incidentals) made against GIRAUDY as a result of actions brought by anyone who believes himself harmed by an advertisement for any reason, and shall pay all expenses and fees incurred by GIRAUDY in mounting its defence.

5.7. GIRAUDY may refuse to display any advertisement that is:

- contrary to the law, regulations, professional standards or public policy and public morals, or
- contrary to the professional rules set by A.R.P.P. or its decisions and opinions, or
- that it believes may harm its image or the image of the group to which it belongs, particularly with local communities, or
- that may harm the interests of its licensors or lessors.

Such refusal shall not constitute breach of contract and the Client may not allege harm on this ground and shall not be relieved of its duty to settle the cost of the Order.

5.8. Should the police, courts, Advertising Ethics Jury at the *Autorité de régulation professionnelle de la publicité* (A.R.P.P.) or the president of said authority decided to remove or alter a display because of the content of the advertisement, the Client shall pay all costs of removal or alteration and of the reprinting and display of the new advertisement. The same shall apply if such removal or alteration is made at the Client's request.

5.9. In the event of violation of article 5.7. above, the Advertiser shall pay the agreed Total Price irrespective of any removal or alteration of a display and shall also pay the full cost of such removal or alteration, based on the pricing set out in article 3.2. and 3.3. above. The above shall also apply if removal or alteration is undertaken at the request of the Advertiser.

5.10. GIRAUDY accepts no liability for the deterioration, loss or theft of documents and/or objects entrusted to it either during execution of services and/or works or during their transport. Its liability shall be limited to the value at cost price of the blank paper.

5.11. The Client hereby authorises GIRAUDY to give any body information on the following advertising services so long as this is for statistical purposes: name of the Advertiser, purpose of the advertisement, start date, location address, type of Display Device, Networks, number of Sheets, billed price before rebates.

5.12. Clients shall be assumed to hold the rights required to enable GIRAUDY to execute its services and therefore shall grant GIRAUDY and any company that it controls or that controls it, within the meaning of articles L. 233-1 to L. 233-3 Commercial Code, the operating or user rights to the advertisement and to all works, brands, copyright, models and images of goods and persons that form part of the advertisement, permitting GIRAUDY to reproduce or represent them on any medium for commercial or documentary purposes. Notwithstanding GIRAUDY's right to reject an advertisement, the Client shall hold GIRAUDY harmless against all recourse and out-of-court actions brought by any individual or legal entity alleging title or user rights and in general any right whatsoever over said documents and images. The guarantee shall apply to all compensation and costs of any kind (especially legal fees and costs and the possible cost of advertisement removal) resulting from recourse and out-of-court actions brought by an injured third party. In such an event the Total Price of the Order shall be payable in full by the Client.

5.13. GIRAUDY accepts no liability for being unable to display or broadcast an advertisement as a result of *force majeure* or any external event, especially in case of the implementation of new laws, regulations, administrative or fiscal requirements or decisions of the courts. GIRAUDY accepts no liability for lighting failures caused by events beyond its control, such as temporary power failure, need to switch off the mechanism at night in order to comply with laws, regulations, administrative or fiscal requirements, decisions of the courts or with a contract. The same shall apply to any concealment of the Display Device if this is caused by reasons beyond the control of GIRAUDY.

The Client shall have no right to compensation and the Total Price shall remain payable in full.

Article 6. RULES ON EVIDENCE - TERMINATION

For Order placement and execution purposes and for Network reservation by the Client, the following shall be deemed proofs:

- e-mails and faxes between the Parties and especially any signed copy of the Proposal sent by either of said methods by one of the Parties as per article 1 above and the Special Terms and Conditions;
- written confirmation by the Client of the reservation of an optional Network as per the Special Terms and Conditions on Temporary Advertising, if this is e-mailed or faxed to GIRAUDY.

All notice of cancellation shall however be sent by registered letter and invoices shall be issued in paper format. The effective date of such notifications shall be the date of initial presentation of the registered letter. Cancellation made in due form and time shall be firm and final, even if sent by the Client for precautionary purposes.

Article 7. AMENDMENT

Additions, erasures, amendments and deletions to these General Terms of Sale shall be unenforceable on GIRAUDY unless agreed in writing by GIRAUDY.

The Client hereby waives its own general terms of purchase, which GIRAUDY does not accept either explicitly or tacitly.

Article 8. ASSIGNMENT

GIRAUDY may freely assign all or any part of any Order to any company that it controls or that controls GIRAUDY, within the meaning of articles L. 233-1 to L. 233-3 Commercial Code.

The Client may not assign all or any part of any Order without the prior written authorisation of GIRAUDY. Where such agreement is not obtained, assignment cannot be enforced against GIRAUDY.

Article 9. ACTION

Client action against GIRAUDY in connection with the execution of an Order must be brought within two (2) months of the day after effective installation.

Article 10. APPLICABLE LAW AND JURISDICTION

These General Terms of Sale and all associated Orders are subject to French law.

In the event of dispute, the courts with jurisdiction for the place where GIRAUDY has its registered office shall have sole jurisdiction, even in the event of a plurality of defendants or action to enforce a guarantee.

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Section II: SPECIAL TERMS AND CONDITIONS APPLYING TO TEMPORARY ADVERTISING

Article I. SERVICE - ORDER

1.1. Temporary Advertising involves firstly the provision of Display Devices, the installation of Publicity Material and Maintenance of Publicity Material during the Display Period; and secondly (possibly) Preparation and Shipment by GIRAUDY of Publicity Material delivered by the Client to an address indicated by GIRAUDY in the detailed report sent by GIRAUDY.

1.2. The Parties shall specify when signing an Order whether the Client is also instructing GIRAUDY to install Specific Publicity Material. If requested by the Client and at its expense, GIRAUDY may also change or alter part of the Publicity Material during the Display Period and/or recast the Publicity Material during or at the end of the Display Period.

1.3. Before Order signature, GIRAUDY shall set a Proposal before the Client stating the Network(s) that could be made available to it. The Client shall sign and return one copy of the Proposal in accordance with article 6 of the General Terms of Sale and stating the Network(s) he wishes to reserve. The Proposal shall be valid for five (5) working days from its issue by GIRAUDY. If the Client does not return a signed Proposal by the above deadline or, in the case of a Late Order, by two working days prior to the start of the Advertising Campaign, GIRAUDY may at its discretion consider the Proposal to have lapsed without any need to give written notice of same to the Client.

GIRAUDY shall, in accordance with article 6 of the General Terms of Sale, confirm to the Client the Network(s) that are available for the Client's Campaign. Said Networks shall be definitely reserved by the Client unless the Client states that he wishes all the desired Networks to be reserved for him, in which case GIRAUDY shall use its best efforts to present a new Proposal.

GIRAUDY may offer the Client one or more optional Network(s) that were not requested by the Client but whose audience features and location make them equivalent to the Network(s) requested by the Client but that was/were not available. The Client shall reserve optional Networks in accordance with article 6 of the General Terms of Sale. Reserved and optional Networks shall be detailed by GIRAUDY in a report sent to the Client.

The Client shall then have two (2) working days in which to cancel reservation of the optional Network(s) in accordance with article 6 of the General Terms of Sale. Failure to do so within this period shall constitute rejection of the optional Network(s) proposed.

1.4. GIRAUDY can, for any logistic, regulatory or commercial reasons, display 5 sheets per Display.

Article II. MATERIALS

2.1. a) Should an Order specify no delivery deadline, the Client shall deliver to GIRAUDY the Publicity Material and installation instructions needed for execution of the Campaign by the tenth (10th) working day prior to Campaign start. This shall not apply to the orders referred to in b) below.

Should posters be delivered after the stated deadline, the Client may not require GIRAUDY to amend the terms of execution of the Order, especially Campaign start date. The Client shall be required to pay the agreed price and shall compensate GIRAUDY for the impact late poster delivery has had on Order execution.

b) In the case of Late Orders and if no delivery deadline is specified in the Order, Publicity Material and installation instructions must be delivered at latest by the third (3rd) working day prior to Campaign start. The Publicity Material specified in article 2.5. below must be delivered by the Wednesday of the week prior to the week in which the Campaign will start.

c) Should GIRAUDY fail to receive posters for any Order by the third (3rd) working day prior to Campaign start, GIRAUDY shall not be bound to execute the Order and the Client shall compensate GIRAUDY in full in accordance with article 2.9. below.

2.2. Said delivery must be made to the addresses stated in the Order or on any document sent later by GIRAUDY.

2.3. To enable GIRAUDY to install the posters and (where relevant) banners and to maintain them, the number of posters delivered must be the equal to the total number of Sheets in the Campaign Networks plus:

- National Networks:
 - fifteen per cent (15 %) for non-scrolling Devices,
 - ten per cent (10%) for scrolling Devices,
 -
- Local Networks:
 - twenty per cent (20%) for Orders for under twenty (20) posters with the same advertisement,
 - fifteen per cent (15%) for Orders for at least twenty (20) posters with the same advertisement

If a Campaign is booked for a term more than 7 day, the rates above are raised by 10 percentage points for non scrolling Devices and 50 percentage points for scrolling devices.

The Parties may agree different numbers to take account of special situations.

2.4. Posters that require pasting must meet the delivery and technical specifications set out in the Technical Specifications - Outdoor Pasted Posters provided by GIRAUDY.

Printing inks must be water-proof and resistant to the chemical agents in standard pastes.

2.5. Posters used in scrolling Devices must meet the delivery and technical specifications set out in the Technical Specifications - Posters in Lightboxes produced by GIRAUDY.

2.6. Posters used in 2m² non-scrolling Devices must meet the delivery and technical specifications set out in the Technical Specifications - Street Furniture Posters produced by GIRAUDY.

2.7. Banners, stickers and other items that must be pasted onto posters are not allowed for posters under glass.

Should a Campaign require the installation of different banners in different towns, the Client must state on the reverse of each banner the name of the town concerned and the name of the brand or product.

The Client must state in advance any special technique needed to install his posters and obtain GIRAUDY's agreement thereto.

2.8. a) Unless otherwise stated in the Order, the Client shall give GIRAUDY a representation of the various parts of the Publicity Material by at latest the twenty-first (21st) calendar day prior to Campaign start, or in the case of a Late Order by at latest the eighth (8th) calendar day prior to Campaign start.

The Client shall by the same deadlines give GIRAUDY the details of the printer(s) manufacturing the Publicity Material.

If the Client does not submit the advertisement to GIRAUDY by the above deadlines, the Client shall compensate GIRAUDY for the harm caused to Campaign execution by the delay and shall pay to GIRAUDY the agreed Total Price, which shall be invoiced immediately notwithstanding article 4 of the General Terms of Sale. Said Total Price shall be paid at receipt of invoice.

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b) If the Client has not submitted the advertisement to GIRAUDY by the eighth (8th) calendar day prior to Campaign start, or in the event of a Late Order by the third (3rd) working day before that date, GIRAUDY shall not be bound to execute the Order and the Client shall pay GIRAUDY the full agreed Total Price.

2.9. In the event of non-compliant Publicity Material or if the deadlines set in articles 2.1.c) and 2.8.b) above are not met, GIRAUDY shall not be bound to display, without prejudice to any part of the Order price that is still outstanding, which shall remain payable in full and shall be invoiced immediately notwithstanding article 4.1. of the General Terms of Sale. Said amount shall be payable on receipt of invoice.

2.10. At the end of the Display Period and unless it has undertaken to keep it for use in other Campaigns, GIRAUDY shall not under any circumstances be required to return the Publicity Material.

ARTICLE III. INSTALLATION AND CONTROL

3.1. GIRAUDY shall under its own liability install the Publicity Material.

a) For posters that require pasting, installation shall be:

- urban National or Local Networks: Network start date;
- outskirts or road Networks: Network start date and the following day.

b) For posters in glass Devices, installation shall be:

- 8 m² posters: Tuesdays and Wednesdays, whatever the Network start date;
- 2 m² posters: Network start date and the following day.

The Display Period shall commence at installation, whatever the Network start date.

3.2. a) The Client may not assert the Quantity Control Charter for the Proper Execution of National and Regional Advertising Campaigns unless at the inspection date the inspection company it has instructed had signed up to the charter and had not been deleted from the list of signatories.

Inspections made under the Charter cannot be enforced against GIRAUDY unless the Client and the inspection company have complied with the Charter in full.

b) With the exception of the inspections referred to in a) above, inspections undertaken by the Client shall not be taken into consideration unless they have been carried out jointly by both Parties.

c) Inspections of service execution shall be based on the location list specified in article 2.3.2. of the General Terms of Sale and the replacements made in accordance with the same article.

3.3. No compensation shall be given, whatever inspection regime is used, for anomalies resulting from events that are beyond the inspection of GIRAUDY as set out in article 5.13. of the General Terms of Sale, or from poster non-compliance with the technical specifications set out in article 5.3. of the General Terms of Sale

3.4. In the event of late delivery of Publicity Material, no anomalies discovered during any inspection may be asserted against GIRAUDY and shall give rise to no compensation.

ARTICLE IV. MAINTENANCE

4.1. GIRAUDY shall maintain the Publicity Material during the Display Period using the additional posters required under article 2.3 of these Special Terms and Conditions. If no such additional posters are available, GIRAUDY shall not be in breach of its duty to maintain the Display. If the additional posters delivered to GIRAUDY are insufficient to maintain the display, GIRAUDY shall inform the Client, who shall provide the missing posters immediately.

4.2. The duty to maintain the Publicity Material during the Display Period shall be subject to compliance by the Publicity Material with the technical requirements set out in articles 2.4. to 2.6. of these Special Terms and Conditions. In the event of non-compliance by Publicity Material, Maintenance shall be billed in addition to the agreed price.

4.3. Should events render Maintenance impossible or unreasonably difficult (e.g. strikes, demonstrations, extraordinary weather conditions - this list is not exhaustive), GIRAUDY shall not be in breach of its duty to maintain the Display and the Order amount shall remain payable in full.

Article V. CANCELLATION

The Client must inform GIRAUDY by registered letter of the cancellation of all or any part of an Order for any reason. The Client shall as of right and automatically pay compensation to GIRAUDY as follows:

a) Campaigns planned between 1 July and 31 August:

- cancellation more than 4 months before Campaign start: 25% of the Total Price of the cancelled Campaign;
- cancellation less than 4 months before Campaign start: 100%.

b) Campaigns planned between 1 September and 30 June:

- cancellation more than 4 months before Campaign start: 25% of the Total Price of the cancelled Campaign;
- cancellation 2-4 months before Campaign start: 50%;
- cancellation less than 2 months before Campaign start: 100%.

c) If the Campaign covers only part of a Network or a Network specially created to meet the Client's requirements, compensation shall be 100% of the price of the cancelled Campaign, whatever the start or cancellation date.

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Section III: SPECIAL TERMS AND CONDITIONS APPLYING TO LONG-TERM ADVERTISING

ARTICLE I. SERVICE - ORDER

1.1. Long-Term advertising involves firstly the provision of Display Devices and the Maintenance of Publicity Material during the Display Period; and secondly the (possible) design, manufacture and installation of Publicity Material.

1.2. The Parties shall specify when signing an Order whether the Client is also instructing GIRAUDY to design Publicity Material and to install Specific Publicity Material.

If requested by the Client and at its expense, GIRAUDY may also change or alter part of the Publicity Material during the Display Period and/or recoat the Publicity Material during or at the end of the Display Period.

1.3. Before Order signature, GIRAUDY shall set a Proposal before the Client stating the location of the Network(s) that could be made available to it. The Client shall sign and return one copy of the Proposal in accordance with article 6 of the General Terms of Sale. The Proposal shall be valid for fifteen (15) working days from its issue by GIRAUDY. If the Client does not return a signed Proposal

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by the above deadline, GIRAUDY may at its discretion consider the Proposal to have lapsed without any need to give written notice of same to the Client.

ARTICLE II. MATERIALS

2.1. Design of Publicity Material by the Client

If the Publicity Material to be displayed is designed by the Client, the Client shall submit a representation of the various components of the Publicity Material to GIRAUDY by at latest the thirtieth (30th) calendar day prior to the date stated in the Order.

If the Client has submitted no advertisement to GIRAUDY by the above deadlines, the Client shall compensate GIRAUDY for the harm caused by said delay to execution of the display. If the Client has submitted no advertisement to GIRAUDY by at latest the eighth (8th) calendar day prior to the planned installation date, GIRAUDY shall not be obliged to execute the Order and may place on the part of the billboard reserved for the Client under the Long-Term advertising agreement, the Publicity Material of another Advertiser in order not to damage the image of its Device. The Client shall pay GIRAUDY the full agreed advertising price.

2.2. Design of Publicity Material by GIRAUDY

a) Should the Client instruct GIRAUDY to design the Publicity Material, GIRAUDY shall within ten (10) calendar days of Order signature send the Client a draft advertisement, subject to receipt by GIRAUDY from the Client of all the items to be included in the advertisement.

Within three (3) calendar days of receipt, the Client shall validate the draft and give its official agreement to the content by writing on the draft *bon à tirer* (ready to print) and placing its company stamp on it.

If the Client rejects the draft within the three (3) above days and returns it to GIRAUDY with a clear list of requested changes, GIRAUDY shall then produce a new draft. Exchanges shall continue in the same manner and with the same deadlines until the Client gives its agreement.

b) Notwithstanding article 4.1. of the General Terms of Sale, advertisement design shall be billed immediately and invoices shall be payable on receipt if any of the following conditions apply:

- the Client does not meet the above deadlines; or
- the Client does not send the items to be included in the advertisement by the deadlines stated in the Order; or
- the Client does not clearly state the changes it requires; or
- the third draft presented by GIRAUDY is rejected.

2.3. Manufacture of Material by GIRAUDY

Unless otherwise stated in the Order, the material components of advertisements shall be manufactured by GIRAUDY. If GIRAUDY does not receive a representation of the advertisement to be manufactured one month before the installation date stated in the Order, the manufacture of Publicity Material shall be billed immediately notwithstanding article 4.1. of the General Terms of Sale and the cost shall be payable at receipt of invoice.

2.4. Publicity Material of Third-Party Clients

The Client has no right to examine the Publicity Material of Third-Party Clients and therefore may not base Order cancellation on disagreement with the Publicity Material of a Third-Party Client.

ARTICLE III. TERM – RENEWAL - PRICE

3.1. The Display Period shall commence at effective installation of the Publicity Material and shall continue for the initial term stated in the Order.

The Display Period shall depend on the option selected by the Client.

3.1.1. Long-Term (*Abonnement*) Orders shall have a minimum fixed term of one (1) or two (2) years:

- one (1) year Orders shall renew automatically for repeated periods of one year until cancelled by either Party at least three (3) months before each installation date on the Order. The *Sérénité* option cannot be taken out on these Orders;
- two (2) year Orders shall renew automatically for an unlimited period unless cancelled by either Party at least three (3) months before expiry of the fixed term, or at any time thereafter. However, if the Client has taken out the *Sérénité* option, it may cancel the relevant Order three (3) months after signature, subject to three (3) months' notice.

3.1.2. Long-Term (*Classique*) Orders shall have a minimum fixed term of one (1), two (2) or three (3) years, which shall renew automatically for the same term unless cancelled by either Party at least three (3) months before each contracted expiry date. However, if the Client took out the *Sérénité* option when placing the Order, he may cancel the Order three (3) months after signature, subject to three (3) months' notice.

3.1.3. The initial term of Orders under twelve (12) months is fixed and cannot be cancelled.

3.2. Cancellation of a Long-Term advertising contract by a Third-Party Client shall automatically cancel the Order without any right to compensation.

3.3. At expiry of the Display Period, GIRAUDY shall not under any circumstances be required to return the Publicity Material.

3.4. Automatic renewal of Orders under Long-Term (*Classique*) contracts shall lead to the following increases:

- three per cent (3%) of the Net Price per Sheet if the fixed term is one (1) year;
- two per cent (2%) if the fixed term is two (2) years;
- one per cent (1%) if the fixed term is three (3) years.

Automatic renewal of Orders under Long-Term (*Abonnement*) contracts with a fixed term of one (1) year shall lead to a one per cent (3%) increase in the Net Price per Sheet.

ARTICLE IV. MAINTENANCE

4.1. GIRAUDY shall keep Publicity Material in good condition throughout the stated Display Period. No or late Maintenance, identified by both Parties, of a Device where installation has been proved shall create an entitlement to extended display on the Device concerned over a period equal to the Order period but shall not entitle the Client to any compensation. Failure to maintain one or more Devices shall not be grounds for Order cancellation. Inspections may not be asserted against GIRAUDY unless one of its personnel attended the inspection and was appointed to do so.

4.2. At the end of the first twelve (12) months of display, the cost of replacing all or any part of the Publicity Material that has deteriorated for whatsoever reason, including manufacture and installation, shall be borne by the Client. GIRAUDY may require the Client to replace Publicity Material in order to maintain its own image.

Article V. CANCELLATION

Should the Client cancel an Order after signature of the contract and up to nine (9) working days inclusive before the installation date stated in the purchase order, the Client shall pay GIRAUDY compensation in the amount of twenty per cent (20%) of the Net Price per Sheet and one hundred per cent (100%) of all Other Expenses incurred by GIRAUDY in execution of the Order. If an Order is cancelled

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between eight (8) working days and the installation date estimated in the Order, the Client shall pay GIRAUDY compensation in the amount of seventy-five per cent (75%) of the Net Price per Sheet and one hundred per cent (100%) of all Other Expenses incurred by GIRAUDY in execution of the Order. If an order is cancelled Order after installation of the Publicity Material, the Client shall pay GIRAUDY compensation of one hundred per cent (100%) of the Total Price.

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Section IV: SPECIAL TERMS AND CONDITIONS APPLYING TO DIGITAL MEDIA

Article I. ORDER

1.1. Before Order signature, GIRAUDY shall set a Proposal before the Client stating the location of the Device(s) that could be made available to it. The Client shall sign and return one copy of the Proposal in accordance with article 6 of the General Terms of Sale. The Proposal shall be valid for thirty (30) working days from its issue by GIRAUDY. If the Client does not return a signed Proposal by the above deadline, GIRAUDY may at its discretion consider the Proposal to have lapsed without any need to give written notice of same to the Client.

1.2. The Client must reserve the advertising Campaign at least ten (10) working days before broadcast of the Advertisement.

1.3. The Parties shall specify when signing the Order whether the Client is instructing GIRAUDY to design the Advertisement or if it will use a creative agency to do so. If the Client uses a creative agency, it shall send the Commercial that has been created at least five (5) working days before broadcast of the Advertisement.

ARTICLE II. ADVERTISEMENT DESIGN AND BROADCAST

2.1. Advertisement design by GIRAUDY

If GIRAUDY designs the Advertisement to be broadcast, the Client shall send the specifications to GIRAUDY within five (5) days of Order signature. In the event of delay in delivering the above items, GIRAUDY may delay broadcast of the Commercial until its reservation schedule allows. The Client shall have no right of recourse and no entitlement to compensation.

2.2. Advertisement design by the Client

The Advertisement must be produced and delivered to GIRAUDY at latest five (5) working days before broadcast and in a format that meets the specifications provided by GIRAUDY. In the event of non-compliance with the specifications, GIRAUDY shall not be bound to broadcast the Advertisement, without prejudice to full payment by the Client of the Order. The Client may not therefore claim compensation on the ground that the Advertisement was not broadcast.

2.3. Advertisement broadcast period

The Advertisement shall be broadcast from six (6) in the morning until midnight, except on Digital Media classified as street furniture under the Environment Code and/or unless otherwise provided in local advertising regulations.**2.4.** Unless otherwise specifically agreed, the Advertisement is broadcasted once per minute for a period of 10 seconds.

Article III. CANCELLATION

3.1. Order cancellation by the Client

Except in the event of *force majeure* as defined by the French courts, cancellation at any time shall incur a penalty equal to the Total Price of the Order.

3.2. Order cancellation by GIRAUDY

For reasons associated in particular with changes in the regulations or decision of a public authority, Orders may be cancelled by GIRAUDY without penalty.