



## General business terms & conditions.

### 1. General

These terms apply to all agreements on the provision of services unless otherwise agreed and confirmed by Clear Channel Denmark A/S.

### 2. Prices

Indicated and agreed rental and installation prices and the prices of other services are ex VAT, other government taxes and materials.

Prices in brochures printed by Clear Channel Denmark A/S are non-binding. It is always the business terms, as found on [www.clearchannel.dk](http://www.clearchannel.dk), which are applicable.

### 3. Posting and removal period

Posting and removal period			
Product	Posting period from	Posting period until	Removal
Adshel	Sunday at 18.00 PM	Tuesday at midnight	Tuesday at midnight after the campaign ends (at the latest)
Adshel Supermarket Group of 3	Sunday at 18.00 PM	Tuesday at midnight	Tuesday at midnight after the campaign ends (at the latest)
Billboard	Sunday at 18.00 PM	Tuesday at midnight	Tuesday at midnight after the campaign ends (at the latest)

Clear Channel Danmark A/S reserves the right to leave posters hanging unless the customer has stated otherwise.

The posting or removal period may be changed to the extent that such delay is the result of strikes, lockouts, government actions, suspensions in operations, delays or hindrances to supplies of advertising materials, no media access, acts of God, transport days, wars, rebellion, riots or blockades, or other force majeure not mentioned here.

The customer is only entitled to revoke the agreement signed on the grounds of delays to posting caused by the above circumstances if such delay affects more than 66% of the agreed posting period, and the delay is not caused by the customer.

The customer is not entitled to revoke the agreement in the case of advertising display being prevented for reasons stated in section 3, paragraph 2 once the advertising material has been installed.

Where installation, advertising displays or dismounting are hindered throughout the entire display area, a reduction in the agreed rental price calculated on the basis of the number of days such hindrance lasts will be granted.

Clear Channel Denmark A/S is under no circumstances obliged to pay damages of any kind on the grounds of delays or failure to install/remove advertising or on the grounds of interruptions to the advertising display during a period.

Should the display period be shortened by more than 50%, the customer is entitled to revoke the agreement, but in such a manner that all costs associated with the production of the advertising be defrayed by the customer.

Clear Channel Denmark A/S reserves the right to remove the advertising material if required to do so by a third party. In this case the above stipulation will apply.

Should the advertising material collapse or be damaged in some other manner, all costs associated with the reinstallation or repair of the advertisement must be defrayed by the customer, unless the customer is able to prove that such circumstances were caused by gross negligence on the part of Clear Channel Denmark A/S. Clear Channel Denmark A/S is not obliged to reinstall the advertising material and no compensation will be paid for a failure to reinstall such advertisements.

Clear Channel Denmark A/S continuously monitors that the lighting of the advertising is intact, but cannot be held responsible for lack of lighting of advertisements in a period, as a result of circumstances beyond the control of Clear Channel Denmark A/S, including temporary interruption of street lights, constraints in the supply of power to the billboards, adshels etc. The customer bears the risk of theft, vandalism or other damages to advertisements.

Clear Channel Denmark A/S reserves the right to vary agreed advertising space with +/- 5 % for analog products. For digital campaigns Clear Channel Guarantees delivery of at least 95% of agreed Contacts (Campaign Characteristics such as Plays are indicative and not promised). For digital filler campaigns Clear Channel guarantees at least 95% of agreed plays based on the offered spot length.

#### **4. The Customer's Responsibility**

The customer must deliver the advertising material to Clear Channel Denmark A/S in the numbers, dimensions and fabrication and finish stipulated by Clear Channel Denmark A/S.

The delivery deadline appears in the delivery specifications as the number of days prior to the agreed posting period. If the advertising material is not delivered on time to the stated delivery address or if it fails to comply with Clear Channel Denmark A/S's numbers, dimensions or technical requirements, posting cannot be counted on for the whole agreed period.

Furthermore, Clear Channel Denmark A/S is entitled to require the payment of the full rental price for the period and claim defrayment of additional costs caused by delay. In the case of significant delays and failures to comply with requirements with regard to materials Clear Channel Denmark A/S is entitled to revoke the agreement.

The advertising material must be designed in accordance with international ethical marketing codes. Party-political, pornographic and religious propaganda or advertising of a controversial nature detrimental to government or municipal institutions will not be accepted. In cases of doubt, Clear Channel Denmark A/S reserves the right to obtain approval of the concession granter.

Any approval obtained from Clear Channel Denmark A/S or a concession owner does not free the customer of liability for the design of the advertising. The customer undertakes to discharge Clear Channel Denmark A/S and the owner of the concession from any liability relative to the advertising material. Clear Channel Denmark A/S posts and removes advertising materials in the agreed area.

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.

## **5. Clear Channels Obligations**

As far as possible, Clear Channel Denmark A/S will attend to the replacement of spoiled or missing advertisement material, to the extent that, supplies of such materials have been provided by the customer.

Clear Channel Denmark A/S will destroy the advertisement after use unless otherwise agreed with the customer. In the case of return agreements, Clear Channel Denmark A/S cannot guarantee the state of the material nor will it defray the costs of return.

## **6. Conclusion of the Agreement**

Should there be errors in the specifying of the agreed, we must request that you immediately signify the points on which the order confirmation does not reflect the terms that we have agreed.

The agreement is also not revocable.

Clear Channel Denmark A/S reserves the right to alter all terms of the agreement, should there be changes to Clear Channel Denmark A/S's agreement with the concession holder.

## **7. Payment**

Payment and terms appear on the order confirmation.

In cases of late payment, interest will be added at the rate of 2 % per month or part month from due date. The customer is not entitled to withhold payment or offset other amounts.

However, Clear Channel Denmark A/S reserves the right to alter payment terms in cases where Clear Channel Denmark A/S comes into possession of information concerning impairment to the customer's ability to pay.

Any delays of payments by the customer constitutes a serious breach and gives Clear Channel Denmark A/S the right to terminate all agreements with the customer. In case of an agreed termination, the customer is still obliged to pay the remaining part of the agreement period. Clear Channel Denmark A/S, in the event of payment default, can choose to dismantle the advertising materials; this does not exempt the customer to pay for the remainder of the agreement period.

Should the customer apply for suspensions of payments or should the customer be declared bankrupt, Clear Channel Denmark A/S is entitled to revoke the agreement with immediate effect and claim full payment under the agreement by the customer or the customer's estate.

## **8. Venue**

The agreed venue for any legal disputes between Clear Channel Denmark A/S and the customer shall be the Copenhagen Maritime and Commercial Court.

## **9. Provision**

Clear Channel Denmark A/S grants security allowance upon agreement. Purchase of outdoor advertising which relates to a specific invoice can generate discounts that are not shown on the invoice (paid to media buyer / its representative).

## **10. Commissions and Discounts**

Under these terms the parties acknowledge that Clear Channel Denmark A/S is obliged to pay agency and specialist fees and commissions in accordance with the industry standard percentages. Further information on this can be located in the document Commissions on Clear Channel Denmark's website: [www.clearchannel.dk](http://www.clearchannel.dk)

## **11. Reservation**

Media can only be reserved if the price is agreed in advance.

This price is a priority reservation and thus obliged to be accepted at final purchase.

Reservations can also be made, provided that an annual contract or a framework contract has been agreed between the advertiser and Clear Channel Denmark A/S.