

GENERAL CONDITIONS OF SALE
ROULARTA MEDIA GROUP NV (PLC)

**ORDER CONDITIONS - LIABILITY - RATES - TERM - SPECIAL SPACE -
SUSPENSION**

- Art.1 Unless other special conditions were agreed on in writing by the contracting parties, the following conditions shall apply on acceptance of order by Roularta Media Group NV (PLC), hereafter referred to as RMG NV. Each signatory to an instruction for an order or collection shall be jointly liable with the person or the corporate body on whose behalf s/he acts and is considered to agree to the terms and conditions herein. Notices or announcements on letters or other documents, whether or not typed, shall be considered as non-existent in so far as they run counter to our general conditions of sale. For each order accepted by us, the customer shall be considered to be fully aware of and in acceptance of these conditions as an integral part of the contract. Special conditions will be applied for printing orders and invoices.
- Art.2 Advertisements and publications shall appear under the sole liability of the customer, agent or advertiser, who shall, to the exclusion of RMG NV, bear exclusively responsibility for any and all infringements, complaints or proceedings arising from the publication or advertisement. The costs for the publication of possible rights of reply or the performance of other punitive measures that RMG NV, as publisher or printer of the publication or advertisement in question, might incur, shall be invoiced on to the customer without prior notice.
- Art.3 Advertisements shall be inserted under the rate conditions in force at the moment of the insertion of the advertisement. Offers and the lead times indicated are given for information only and imply no obligation. The management of RMG NV reserves the right to change the rates, format, column width or measurement procedures of advertisements at any time, but will observe the current practices of contracts for orders already under way.
- Rates and prices included in offers/orders/confirmations/contracts/invoices are the result of a commercial negotiation between RMG NV and the client and are therefore solely valid for that client/agency. The applied rates and prices are moreover only valid for that specific transaction and therefore do not include any obligation by RMG NV for future transactions.
The client/agency recognizes the confidential character of the applied rates and prices and agrees explicitly not to pass them on to others. Any infringement of this confidentiality clause authorizes RMG NV to revise the negotiated prices.
- Art. 4 The term of a contract shall at no time exceed 15 months from the date of the signing of an offer or 12 months from the initial action of the performance thereof, unless otherwise agreed upon in writing by the management of RMG NV in Roeselare.
- Art. 5 In view of the fact that the media of RMG aspire to offer services to different groups of customers, RMG does not have the right to limit the advertisement space to one or a limited number of advertisers. Therefore, RMG cannot grant exclusivity to an advertiser nor exclude an advertiser on the ground of his relationship to another advertiser.
- Art. 6 RMG NV reserves the right to refuse the execution of an order, to terminate it or to postpone it without customer being able to claim damages or invoking sales refusal, when it believes the order is in violation with the reigning laws and/or regulations, or in violation with its own character, the image, the conviction or the interest of the medium or itself, or if it believes that there is a risk of non-payment on the part of the customer. For the same reasons, RMG NV is also entitled to demand advance payments.

- Art.7 In view of the fact that the distinguished media of RMG NV aspire to a specific self-image and ditto quality, advertisements must comply with the requirements regarding the quality and the individual character of the medium for which they have been provided. At all times the management reserves the right to request the prior submission of the advertisements, to impose changes or to refuse advertisements which in its view do not comply with these demands. All this, without customers being able to invoke sales refusal.
- Art. 8 The language used in advertisements has to be the language of the medium for which they have been provided. Any exception shall previously be submitted for approval to RMG NV.
- Art. 9 The space requested by advertisers or their agent shall be adhered to in so far as possible. Special or preferential space, even if expressly stipulated, may be guaranteed only against payment of the corresponding special rates. If a customer has agreed to pay the higher rates stipulated in the terms for a special or preferential space, she/he shall pay the normal rate without any recourse if, due to layout or other considerations, his or her advertisement is printed in a space other than that stipulated. If the seller has undertaken to bring out an advertisement at a certain time but fails unintentionally to do so, the customer must, on pain of dissolution, file his or her claim within a very short period (see Article 22 infra).

MATERIAL, DELIVERY, GALLEY PROOFS, QUALITY, LIABILITY, COSTS

- Art.10 RMG NV must receive the material and instructions relative to the execution of an order within the deadlines stipulated in the various price lists/websites or agreements and pursuant to the conditions of these rates. If these deadlines are exceeded, RMG NV shall disclaim all responsibility for mistakes occasioned in the execution of such orders.
- Art. 11 Customers who wish to receive galley proofs prior to publication are requested to state so clearly when sending in their order. Supplied prior to printing, these proofs are produced on ordinary paper. Carefully printed proofs for the final run will be charged separately. The same rule applies to extra proofs. If the material is not made available in time, the request made too late, or the supply of proofs not explicitly agreed upon, RMG NV shall no longer be responsible for delivering proofs in due times, or for mistakes, omissions or deletions detected after the printing. RMG NV shall accept no responsibility for mistakes, omissions or deletions in an approved proof.
- Art.12 The customer shall present his or her documents, films, digital files and typesets ready for printing in accordance with the special requirements of the printing process used. Only the following materials shall be considered suitable: standardized digital files, high-quality films, photographs, drawings of very good, unframed proofs. If the customer does not provide ready-to-print materials, the choice of type face and layout will be up to the printer's discretion. RMG NV disclaims all responsibility for printing defects caused because the material or documents did not meet the requirements for good reproduction.
- Art.13 RMG NV disclaims all responsibility for omissions due to instructions that are dubious, incomplete, poorly expressed or given over the telephone. The same applies to occasional translations. Under no circumstances shall the customer be entitled to contest the publication, claim damages, refuse to pay or demand a free re-insertion due to possible errors, misprints or poor or unclear reproduction of text or images.
- Art.14 RMG NV shall accept no responsibility for omitted or unclear printing of a key number or for the erroneous typesetting or insertion thereof, nor for texts or images that must be added or replaced in a block. Errors or shortcomings due to such causes shall not entitle the customer to contest the publication, refuse to pay, demand a free reinsertion or claim damages.

Art.15 If the customer does not deliver ready-to-print material, she/he shall be invoiced for expenses for proofs, blocks, setting work, films, making of digital files, colour selection and translations. Drawings, drafts or proofs not accompanied by an order are not accepted. All corrections and/or additions to the proofs which differ from the original will be charged accordingly. Any and all additional adaptation necessary will always be charged accordingly.

PRINTING

Art.16 The customer explicitly accepts the tolerances indicated by the paper manufacturers. Full conformity of colours and faultless invariability of the inks are not guaranteed. Differences resulting from the type of work to be carried out must be permitted (see requirements and practices of the paper industry).

DISCONTINUANCE OF ADVERTISING ORDERS

Art.17 Requests to discontinue or suspend advertising orders already placed shall be made in writing to the competent advertising department. For magazines, this shall take place 8 weeks prior to publication, unless in case of express indication that the insertion is permanent and irrevocable. For Steps the term for request to discontinue or suspend the advertising orders is 5 weeks and for Deze Week, De Zondag and Krant Van West-Vlaanderen, the term is 2 weeks. Discontinuance of standing orders shall be subject to the same conditions, but shall be asked by registered post. Such orders, which foresee by contract a number of insertions, are principally permanent and irrevocable and can only be discontinued with the express consent of the seller. Untimely discontinuance of orders or of part of orders results in supplementary costs and/or the renegotiation of the applied rates published in our pricelists/websites and agreements/contracts.

MATERIAL, ARCHIVAL STORAGE, RISKS

Art.18 Material made available by the customer for our weekly newspapers and those distributed free of charge will be kept for 3 months, those for magazines 6 months and those for Steps for 13 months after the last insertion. For all other printed matter the material is only kept on demand. After these terms, the material that was not requested back by the customer will be either destroyed or erased. .

Art.19 Drawings, files, films, plates, papers, etc. belonging to the customer which remain in our studios with or without payment, will be kept at the risk and expense of the customer who discharges the publisher/printer of all responsibility. Such material is not insured against any risks. Consequently, no liability is borne for damage to the material due to handling, nor for loss or theft. The same is valid for all other goods and deliveries destined for the customer and remaining in our buildings.

COPYRIGHTS

Art.20 An order by a customer to make printing blocks or films of any drawing, photograph, document, text or file shall imply that customer has permission to do so and shall occasion no liability on our part.

Art.21 All compositions, models, sketches, files, interpretations, impositions, etc. we design, no matter which technique used, remain our property and are protected by copyright.

CLAIMS - TERMS – RESTRICTIONS

- Art.22 As regards advertising, the seller assumes that the customer monitors the publication of the advertisement. Owing to deadlines, a complaint relating to advertising will be taken into consideration only if it is submitted in writing within 3 days following the date of the publication of the advertisement. All complaints about commercial printed matter must be made in writing within 8 days following the date of the delivery. All complaints about invoicing must be made in writing within 8 days following the send date. When the customer fails to take delivery, the time limit of eight days shall run from the date of issue of the invoice, the dispatch note, or any document of a similar nature. Utilisation of any of the services provided shall be construed as acceptance of the entirety thereof. Failure to meet this time-limit shall automatically entail the inadmissibility of the complaint. Any response to a late complaint shall at all times be without prejudice to all rights and shall not constitute an admission to the seller's detriment; nor shall it be construed as a waiver of this right, which may be invoked by RMG N.V. at any stage of any dispute. Not all complaints are taken into consideration in accordance with our general conditions of sale.
- Art.23 In the event of a justified complaint lodged within the relevant time-limit, the seller's responsibility shall be restricted to republishing the add or to agree to a discount and only if it can be proven that the complaint may damage the destination of the publicity or the service. The seller/publisher can never be held responsible for indirect damages such as the loss of profit. In no circumstances may the financial liability of the seller exceed the amount owed to it for delivered goods or services rendered.

INVOICES - INTEREST - CONTRACTUAL PENALTY

- Art.24 Invoices are payable in Roeselare (Belgium) on the date due without discount; a letter of credit or a receipt does not waive this requirement. Payments by letter of credits are only accepted when explicitly approved by RMG NV and without change of the place of payment. Discounting costs and premiums will be charged to the customer.
VAT is usually not included in the price mentioned in offers but is always included on the invoices.
VAT must always be paid by the customer.
- Art.25 The customer shall automatically owe interest on late payments at the rate of 10% per year on all amounts not paid on the due date, without prior notification.
- Art.26 In the event of the customer's failure to pay, either in whole or in part, the amounts owed on the due date as a result of negligence or bad faith, or without serious reasons, and after fruitless notice of default, the balance owed shall be automatically increased by 12 % with a minimum of 100 euro and a maximum of 1.850 euro even in the event of the granting of periods of respite, by way of conventional penalty clause and without prejudice to any other expenses due.
- Art.27 RMG is entitled to terminate the execution of any order of a customer without prior warning and without recourse or compensation, when it becomes apparent that the payment of a previously executed order of the same customer has not yet been made on the date due, or in case of bankruptcy, insolvency or in any change whatsoever in the legal position of the customer, agent or advertiser.
If and when the customer fails to pay the amount due on the due date, RMG is furthermore entitled to demand payment of all amounts due and not yet due.
The customer can only claim full possession of the goods and services after full payment of all services and goods. All risks are the responsibility of the customer from the moment the goods and services have been made available to the customer.
- Art.28 In case of non payment of goods and/or services on the agreed date RMG has the right to keep the goods or any other articles as 'security' for the amounts due.

DISPUTES

- Art.29 The commercial court of Gent, department Kortrijk (Belgium) or the justice of the peace court of Roeselare (Belgium) shall have jurisdiction for all disputes. Only the seller may waive this rule. Relations between the contracting parties are governed by Belgian law.

November 2017