



# JCDecaux STANDARD TERMS AND CONDITIONS OF SALES 2021 – Street Furniture, Billboard, INSERT and MBT

## Article 1: Definitions :

**1.1.** The advertiser and the agency, whose identity is included on the front of this paper contract or in attachment in digital form, undertake jointly and in mutual agreement to carry out this agreement in its entirety, taking into account the special conditions and general terms and conditions as described below.  
They shall hereinafter be referred to as the "Contractors".

**1.2.** The companies JCDecaux Street Furniture Belgium NV, JCDecaux Billboard Belgium NV, JCDecaux Luxembourg NV, JCDecaux Insert Belgium NV and JCDecaux Malls NV are designated by the term "the Company".

**1.3.** A "campaign" is the service to "the Contractors", which is made available to the advertiser, during the agreed period, in the form of a network of sides and/or any other form of communication in "Out of Home".

## Article 2: Order :

**2.1.** The special terms and conditions as well as the information stated on the back of this contract on paper or in digital attachment constitute the contract between the parties. The contract shall be deemed to be established and definitive once the signature has been placed by each of the parties.  
One signature is sufficient to bind the Contractors in solidarity.  
The order forms sent and/or received by e-mail are of decisive value.

**2.2.** One copy of the contract sent to the Contractors must be returned, duly signed, within 7 calendar days, failing which the Company reserves the right to resell this period to another client.

**2.3.** It is formally agreed that the underwritten commitment applies strictly personally to the Contractors, who will only be able to use it for the product or article sold under the brand specified by name in the commitment. Under no circumstances shall the Contractors be able to transfer the use of the underwritten commitment. However, in the event of sale or transfer of the business, they shall undertake to have the purchaser or successor sign an assignment of the commitment in their name, on pain of payment to the Company of the balance of the commitment entered into by way of indemnification, in addition to any sums which may be due.  
This change must be notified within eight days to the Company, which reserves the right to accept or refuse the transfer at its sole discretion.  
In the event that the Company transfers its business or changes its structures, the present contract shall continue with the transferee or with the new or changed company.

**2.4.** As regards the floating campaigns, the placement shall be carried out by the Company and announced to the Contractors at the latest on the 10th calendar day before the period in which the campaign is to be placed.

**2.5.** Notice of default

The response time after a notice of default is 48 hours (working days). In general, if the expiry time of a notice of default is at h:mm, the purchase by another customer can only take place from h:mm + 60 minutes for administrative reasons.  
On the other hand, if the expiration time expires:  
- between 12h and 14h of day D, then its purchase by another customer can only occur between 14h30 of day D

- after 18h of day D, the purchase by another customer can only be made from 9h30 of the next working day

**2.6.** The agreement is accepted subject to the agreement of the competent authorities which may be required for the installation or maintenance of the advertising panels.

## Article 3: Locations :

**3.1.** For the sale in a network of Street Furniture (2m2 paper) and the campaigns 2m2 MetroBusTram (paper), depending on the negotiations between the parties, the Company shall put at the disposal of the advertiser a network of sides, the number of which is indicated on the front of the present contract on paper or on digital attachment. The number and list of locations communicated have been estimated and calculated based on the Company's prospective locations.

For the national and adapted networks (2m2 paper) of Street Furniture, a difference of up to 5% in the number of panels or a difference of 5% in the list of published locations is allowed without a price adjustment.

For the other 2m2 networks (paper), a difference of up to -5% in the number of panels or a difference of 5% in the list of published locations is allowed without a price adjustment.  
For sales in a Network, depending on the negotiations between the parties, the Company shall make available to the advertiser a network of sides, the number of which is indicated on the front of the present contract on paper or on digital attachment. The number and list of locations communicated are estimated and calculated according to the Company's prospective locations.  
A reduction of up to 5% in the number of panels or a deviation of up to 5% from the list of published sites is allowed without a price adjustment.

For the sales in network Large Format composed of 8m2 and 20m2 panels, according to the negotiations between the parties, the Company provides the advertiser with a network of sides, the number of which is identical to the number indicated on the front of this contract on paper or in the annex in digital form. The number and list of sites communicated shall be estimated and calculated on the basis of a forecast of planting of the Company. The number of VAC (Visibility Adjusted Contacts) communicated is guaranteed, subject to a 5% reduction in the number of VAC to be tolerated without a change in price.  
If, for any reason, between the conclusion of the contract and the time of installation, sites in Large Format per item disappear, are sold for long-term contracts or are unusable, a proposal will be submitted to the client. The client will have the possibility to accept or refuse this and, if necessary, the price will be invoiced pro rata temporis if the duration of the installation has changed.

For the sale in vinyl MetroBusTram, the Company shall make available to the advertiser a series of locations, the number of which is specified on the front of this contract on paper or on digital attachment.  
For the digital campaigns, a difference of up to -5% in the number of contact impressions is tolerated without any price adjustment.

**3.2.** The Company is responsible for the settlement of any disputes in the event of complaints concerning a site or sites which it makes available to the advertiser.

The advertiser formally undertakes not to intervene in such disputes, except in the event of agreement by the other party, and to forward any complaint to the Company immediately.

**3.3.** Access to the sites is exclusively reserved to the Company, its subcontractors or its employees. Access to the technical infrastructure is formally forbidden to the advertiser or his manager.

**3.4.** The advertiser shall invoke any special right with regard to the sites made available by the Company without the latter's express consent.

## Article 4: Posters and vinyls and digital spots :

**4.1.** The dimensions of the posters to be affixed are defined in the technical data sheets which form an integral part of the contract.

**4.2.** In addition to the posters intended for initial placement, the Contractors are obliged to provide a number and quality of posters to ensure, under normal circumstances, the maintenance of the display for the entire duration of the campaign, as set out on the front of this contract. In agreement, this number of posters is fixed at 20% from April to September and at 30% from October to March of the number of posters required for the first installation. The material not used up at the end of the campaign and not claimed for removal of the posters by the Company shall be considered abandoned. At the Contractor's request, the Company shall take charge of returning the unused posters. However, the dispatch costs shall be borne by the Contractors.

**4.3.** Posters must be delivered to the workplace of the Company or its representatives, stamp duty paid, at least 5 working days before the installation period, as stipulated in the special conditions and in accordance with the distribution passed on. The same applies to the 2m2 MetroBusTram campaigns. For the vinyls, on the other hand, the files must be delivered in accordance with the technical sheets available at <http://www.jcdecauxmetro-bus-tram.be> at least 10 working days before the installation period for all formats, except for the "full wrap" and "out of the box" formats, for which the files must be delivered at least 13 working days before the installation period.

For digital campaigns, the file must be sent to us at least 6 working days before the start of the campaign and must meet the requirements set out in the technical sheet. For moving pictures, this time limit is extended to 15 working days before the start of the campaign in order to be able to carry out the necessary tests before broadcasting.

**4.4.** For the floating campaigns, the delivery of the posters should take place 6 working days before the first floating period. In the event of delivery after this date, the financial benefit provided for the floating will be lost and the Company may decide not to suspend this campaign; however, the campaign price will remain due in full.

**4.5.** The guidelines for installation must reach the Company at least 10 working days before the start of the installation period.  
These instructions must indicate the number of visuals (themes and languages), their distribution key and a summary description or a photograph of each visual. The number of visuals is limited to a maximum of 8 (4 themes x 2 languages) for national networks and to 4 (2 themes x 2 languages) for any other network. A higher number of visuals must be approved in advance by the Company and, if accepted, will incur additional costs due to the complexity of the preparation of the posters.

The drafts must be submitted by the client - at his own expense - to the Company, which has a right of appreciation concerning the possible refusal of a proposal of publicity announcement.

**4.6.** If the above-mentioned deadlines are not respected, the amount of additional technical costs, overtime, transport costs due to the delay shall be invoiced automatically. The Company cannot be held responsible nor can a credit note be claimed if the posting is not made within the allotted time.

## 4.7. Exclusivity per sector for the networks in Street Furniture (2m2) :

- In order to respect the sector exclusivity, Contractors should indicate the product code corresponding to the campaign on the order form.

The product code mentioned must be linked to the main product visible on the poster. A complete list of product codes is available on simple request from the Company and can also be consulted on the Company's website: [www.jcdecaux.be](http://www.jcdecaux.be).  
- Only the Contractors are responsible for the provisions of the product code retained and consequently for any errors, inaccuracies and/or incompleteness (e.g. non-affiliation of the campaign).

- If the Contractors do not respect the mentioned product code and in case their campaign cannot be posted due to non-respect of the exclusivity, the whole payment of the campaign remains due.

- Distributors of a range of products are not considered competitors for other advertisers, but only for other distributors of a range of products.  
- In case of co-branding (selection of 2 brands), a supplement of 10% of the gross negotiated amount will be charged.

However, the mention of (a) brand(s) is not considered to be co-branding if the applied area of the second brand and any subsequent brands is less than 10% of the total area of the poster.

- There is no sector exclusivity for digital networks nor between the national networks and the local networks or the unbundled national networks. Sector exclusivity is also abolished on all Street Furniture (2 m2) networks during January (weeks 1 to 5), for Saint Valentine's Day (week 7), for Mother's Day (week 19) and for Father's Day (week 23), during Summer (weeks 27 to 35) and during December (weeks 48 to 52).  
- In the event that one or more networks are not sold, if the Company is forced to leave one or more campaigns from the previous week installed, the sector exclusivity shall be automatically cancelled.

**4.8.** The Company is not responsible for damage to the posters placed. However, they will be replaced as soon as possible.

**4.9.** The Company is not responsible for any extraordinary damage that may be caused to these panels (mass destruction, anti-publicity campaign, etc.). However, every effort will be made to remedy this as soon as possible.

**4.10.** The non-delivery of the posters cannot under any circumstances suspend the execution of the contract or prevent the order from continuing to run, or result in the full payment of the price of the campaign in favour of the Company, increased, where appropriate, by the costs and interests for delay.

If it is a matter of a simple delay in delivery, placement will be assured to the best of the Company's ability without incurring any responsibility.

## 4.11. The advertiser undertakes to :

- scrupulously comply with the legislation on the use of languages in the cities and municipalities concerned and in function of the Belgian regions and communities. If this is not the case, the Company will not place the posters in the cities and municipalities concerned, without this giving rise to replacement of the non-installed locations or a price reduction.

- ensure that no luminosity with red or green shades is used for its digital campaign intended to be shown on public roads in order to avoid blinding, misleading or confusing drivers with traffic lights.

If this is not the case, the Company shall not broadcast the advertisement in the street furniture near traffic lights.

- to comply with the opinion of the Jury on Ethical Practices in Advertising (JEP) when it imposes one or more changes to the advertising message. The contracts are entered into under the resolute condition of possibly obtaining an unfavorable opinion from the Jury on Ethical Practices in Advertising (JEP).

In the event of change, the additional costs arising from this shall be borne by the Contractors.

In the event of a request for removal of a poster or discontinuation of the broadcast, the price of the campaign, as well as the costs arising from early collection, shall be borne entirely by the Contractors.

If the Advertiser refuses to act in accordance with the decision of the JEP and informs the Company accordingly, the Company will of necessity - in accordance with Article 10 of the JEP regulations - have to take the necessary steps as soon as possible to stop the dissemination of the dispute publicly.

The price of the campaign, as well as the costs resulting from early collection, shall remain payable in full by the Contractors.

The Company declines all liability in respect of the poster affixed; the Contractors declare that they are fully informed of any restrictions imposed on the content of an advertising message.

With regard to the MetroBusTram campaigns, the Contractor is informed that the STIB/ MIVB has the right to inspect the content of the campaigns and may refuse to do so if the content does not comply with the code of advertising ethics. The Company shall bear any liability in this regard.

With regard to the digital Retail or Mall campaigns, the Contractor is informed that the partners of the Company have the right to inspect the content of the campaigns and to refuse them if their content is in direct or indirect competition with the co-occupants.

As regards digital campaigns, their display may be limited by local regulations to, for example, only still images or images with certain moving elements or details. As the case may be, the Advertiser shall be informed thereof by the Company in order to have the campaign concerned conform to such regulations.

## 4.12. Adjoining must be submitted to the Company, which reserves the right to accept or refuse any liability in this regard.

**Network unbundling:** The request for network unbundling increases the tariff price by 30%.

## Specific unbundling :

- In the event of a specific subdivision, the Contractor shall notify the Company of the destination of the assets per location.  
This line-by-line destination increases the tariff price by 5%.

- If the Contractors wish to entrust the Company with this specific division, a complete written briefing must be submitted to the Company, which reserves the right to accept or refuse this assignment. In case of acceptance by the Company, the price shall be increased by at least 10% or a specific estimate shall be drawn up.

**Banners points of sale;** in the case of multiple visuals with 2 banners points of sale per city to be displayed at specific addresses, a price supplement of 5% will be charged.

**Preparation of the 2m2 posters;** if the 2m2 posters are not delivered in accordance with the description included in the technical sheets, the Company shall directly charge the Contractors a preparation fee, the price of which shall be determined annually. For the vinyls, this price is €1.25 per poster produced.

**Late delivery of posters;** the posters must be delivered within 6 working days before the first day of the installation period. Any delay in delivery will result in the application of a penalty of €1,000 per working day.

**Urgent placement :** Urgent placement of posters, special assemblies or adjustments will result in a price supplement to the prior cost estimate.

**Interventions during the campaign;** if, at the request of the Contractors, during a campaign the posters suddenly have to be covered, supplemented, changed or moved, the costs arising from this shall be borne entirely by the Contractors.

**Restoration of the posters placed on the site** can only be returned by way of exception if there is a prior agreement between the parties before the start of the campaign. This operation involves additional costs, which shall be borne by the Contractors.

**Photo report :** any request for a photo report to justify the billboarding on the site will be invoiced at €250.00 per 5 photos, and this in a maximum of 2 towns. For any other request, an estimate will be made.

## 4.13. JCDecaux Innovate Action :

The Innovate Actions are realized within the exclusive framework of Street Furniture and/or Billboard campaigns and are the subject of a specific order form.

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 by the advertiser.

The campaigns related to the Innovate Action are carried out within 24 hours of the start of the campaign (unless otherwise agreed).

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.  
In case an Innovate Action will 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.  
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.).

## Article 5: Intellectual property :

**5.1.** The advertiser confirms that he holds all the intellectual property rights relating to the content of the poster (i.e. the logo, name or graphics and photos and images as they appear on the poster) and indemnifies the Company against any claims in this respect.

**5.2.** The Company reserves the right to reproduce and display photos of the poster, in any form, through any medium, in any format and in any country, within the framework of its own advertising campaigns.

**5.3.** For this purpose, the Contractors authorize the Company to use the advertiser's brand and logo, it being understood that this right of use shall be strictly limited to the subject of the contract.

## Article 6: Display :

### 6.1. Display deadlines

Installation will take place on the dates set out in the special conditions included on the front of this contract on paper or in digital annex. The Company reserves a margin after the dates fixed, the effective duration of the campaign being counted from the actual installation of the posters.

For Street Furniture, the insert campaigns, the 2m2 MetroBusTram campaigns and the digital campaigns, this margin is roughly 36 hours.  
For the large format, this is margin:

- 3 working days for installations sold individually for a 14-day campaign;

- 5 working days for installations sold individually for a 28-day campaign;

- 2 working days for installations sold in network for a 14-day campaign;

- 2 working days for installations belonging to the Prestige network.

For the vinyl campaigns MetroBusTram, this margin is 7 working days before the dates specified on the order form and 3 working days after the start date of the campaign.

### 6.2. Intervention periods

In the event that an installation defect is established, the Company shall have a duration of:

- 24h (working days) for the 2m2 and Prestige networks;

- 48h (working days) for all other networks or other panels;

from the date the defect was reported to the Company.  
In the event that this deadline is exceeded and in the absence of spare panels for that campaign, the Contractors shall have the right to demand a credit note drawn up pro rata temporis.

Defects concerning the lighting are not considered as display defects and therefore do not entitle to a credit note.

**6.3.** The Company is not obliged to remove the advertiser's publicity after the duration of the campaign, except by prior agreement between the parties.

**6.4.** The Company shall under no circumstances be liable for a delay in installation due to exceptional weather conditions or technical problems or any other case of force majeure.

If the start of a campaign coincides with a public holiday, the campaign will automatically be postponed by one day without this giving rise to any right to compensation or damages.  
For the MetroBusTram campaigns, the Company cannot be held liable for the unknowable consequences of STIB/MIVB's operational restrictions (transfer or maintenance of vehicles, service interruption, etc.). No compensation shall be due in the event of the partial or total suspension of its operation.

### Article 7: Taxes & Stamp Duty :

**7.1.** 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 in an electronic attachment.

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. 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.

**7.2.** 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.

**Article 8: Modification / Cancellation :**  
**8.1.** The present contract may not be modified except by prior agreement between the parties.

**8.2.** No cancellation shall be accepted except in cases of force majeure (war, strike, fire at JCDecaux, etc.).

However, if a campaign is to be put back on sale (welding or postponing) :

- if a new sales agreement is reached, the full price of the campaign shall remain due;

- if a new sales agreement is concluded, the Contractors of the resold campaign shall be liable ipso iure for the difference between their purchase price (negotiated net price) and the purchase price of the new sales agreement (negotiated net price). The amount owed shall be increased by a fixed indemnity of 15% of the net initial purchase price. The cancellation date shall be valid from the date of receipt of the registered letter by the Company.

### Article 9: Responsibility :

**9.1.** The Contractor 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.

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.

**9.2.** Neither the installation, nor the advertising message in any form whatsoever, nor the graphic design, nor the text shall contain any political 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.

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 Belgian 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.

**9.3.** 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 15 working days before the end of the campaign.

**9.4.** 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 or a vinyl.

### Article 10: Invoicing: Agency - Advertiser :

Invoices shall be drawn up by the Contractor either in the name of one or the other Contractor in accordance with the guidelines of the latter at the time of signing this contract.

Invoices sent by e-mail have evidential value.

### Article 11: Payment :

**11.1.** Payment must be made in cash unless special conditions have been granted to the Contractors. The Company reserves the right to request the partial or full payment of the campaign amount as well as all related costs and taxes before the start of the campaign.

A discount granted by the Contractors does not allow for the suspension of the payment of the invoices relating to the campaign in question.

**11.2.** In the event of non-payment of the invoice within the stipulated period, due to simple default, judicial liquidation or for any other reason, the Company retains the possibility of claiming the amount of the sums due from the second contracting party or its agent, who is jointly responsible in this regard.

**11.3.** In the absence of payment within 15 days, the Company expressly reserves the right to consider the subscribed commitments to be cancelled and to take immediately the possession of all sites reserved for the forthcoming campaigns and, within the deadlines, to claim by way of damages the balance due of the commitment or commitments entered into.

**11.4.** In addition, in the event of non-payment on the due date, the invoice shall automatically be increased by a fixed compensation of 15%. In addition, any amount due on the due date shall, ipso jure and without notice of default, accrue interest at a fixed rate of 1.5% per month of delay.

**11.5.** All costs incurred by the Company to collect payment of its invoice (such as dunning fees, lawyer's fees, ...) shall be borne by the Contractors.

### Article 12: Competence :

In the event of a dispute, only the courts of Brussels shall be competent. Furthermore, only Belgian law shall be applicable to the contractual relations between the parties to the present contract.