

STANDARD TERMS FOR PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL ESTONIA OÜ

1. General provisions.

- 1.1. Clear Channel Estonia OÜ (Reg. No.10747172) provides advertising services according to the provisions established in an Order signed by the Customer (hereinafter called Order) and the present standard terms for provision of Advertising Service (hereinafter called Terms).
- 1.2. In the Order, the parties agree upon the period(s) of advertising campaign(s); services used by the Customer; quantities of advertising spaces used by the Customer; price of advertising spaces used by the Customer; possible additional services and special terms.

2. Terms for printing and delivering advertising posters.

- 2.1. Clear Channel and the Customer agree upon the production of advertising posters. If the price for printing advertising posters has not been provided in the Order on a separate line, the advertising posters are to be printed by the Customer.
- 2.2. The Customer is responsible for conformity of the design exposed on an advertising poster to the valid legislation. Clear Channel Estonia OÜ has a right to refuse to accept a design of advertising poster not conforming to the legislation. The latter does not exempt the Customer from payment for the service provided in the Order. The Customer also covers all possible costs due to non-conformity of the advertising poster to the legislation (including possible penalties and additional expenses related to the removal of posters).
- 2.3. If the advertising posters are printed by Clear Channel Estonia OÜ, the Customer shall ensure that the printable file meets the technical requirements provided by Clear Channel Estonia OÜ on web page: <http://clearchannel.ee/kasulikku/tootmise-tehnilised-tingimused/> and save the printable file at least 10 calendar days before the beginning of display in the FTP server: ftp.clear.ee (user name: klient@clear.ee and password: Klient45).
- 2.4. If the advertising posters are printed by the Customer, the Customer delivers final advertising posters meeting the technical requirements provided by Clear Channel Estonia OÜ on web page: <http://clearchannel.ee/kasulikku/tootmise-tehnilised-tingimused/> to the technical department of Clear Channel Estonia OÜ at address: Spordi Street 13A, Tallinn (T +372 6517260), latest 4 calendar days before the beginning of display.
- 2.5. If the Customer does not deliver the advertising posters to the technical department of Clear Channel Estonia by the time agreed in Clause 2.4 or does not provide a printable file to Clear Channel Estonia OÜ by the time agreed in Clause 2.3, the Customer shall cover all expenses related to additional installation at a later time according to the invoice issued by Clear Channel Estonia OÜ.
- 2.6. Clear Channel Estonia OÜ shall not be responsible for delayed beginning of an advertising campaign caused by delayed delivery of advertising posters and/or printable files by the Customer.
- 2.7. The Customer shall pay the service fee provided in the Order also in the event that Clear Channel Estonia OÜ cannot display the advertising posters due to the fact that the Customer has not submitted the printable file or advertising posters in timely manner, or has delivered a smaller number of advertising posters than agreed, due to which Clear Channel Estonia OÜ is forced to display fewer advertising posters.

3. Payment terms and due dates

- 3.1. The Customer shall pay for the service according to invoice issued by Clear Channel Estonia OÜ. When creating invoices, Clear Channel Estonia OÜ relies on the types and volumes of service agreed upon in the Order. Payment shall be made to the bank account number of Clear Channel Estonia OÜ provided on the invoice.
- 3.2. If the Customer does not pay the invoice issued by Clear Channel Estonia OÜ in time, the Customer shall pay Clear Channel Estonia OÜ fine for delay 0.2% of the unpaid amount per every day of delay.
- 3.3. If the Customer has not paid an invoice in timely manner, Clear Channel Estonia OÜ has a right to refuse to provide the service until the Customer has paid the invoice.

4. Commissions and Rebates

The Client confirms that it is satisfied that all parties that it deals with (including advertisers with whom it deals directly) in the outdoor advertising market are aware of the fee and rebate arrangements which operate in that market.

5. Location and installation of advertising posters.

- 5.1. If the Customer and Clear Channel Estonia OÜ have agreed upon the location of the posters in the Order, Clear Channel Estonia OÜ shall have a right to relocate up to 5% of the advertising posters, if necessary.
- 5.2. The installation/exchange and removal of advertising posters takes place as follows.
 - 5.2.1. A campaign on pillars, breakthrough of Tartu Road, round pillars, large screens, trash cans, posting boards, large walls and buses starts on Monday and ends on Sunday. In Narva, Jõhvi, Rakvere, Kohtla-Järve, Sillamäe and Narva-Jõesuu the installation/exchange and removal of advertising posters takes place from Sunday to Monday until 17.00 pm.
 - 5.2.2. In surfaces for cultural advertising, campaigns start on Monday ends on Sunday (posters are exchanged only on Mondays).

6. Maintenance of advertising media.

- 6.1. Clear Channel Estonia OÜ is responsible for the maintenance of the advertising media.
- 6.2. If an advertising medium has been broken and thus does not allow the display of an advertising poster according to the terms agreed in the Order, Clear Channel Estonia OÜ shall replace or repair the advertising medium latest within 48 hours from the reception of relevant information. If for some reason the advertising medium cannot be fixed within the above period, the Customer and Clear Channel Estonia OÜ shall agree upon the location for displaying a new advertising poster.
- 6.3. If an advertising poster has been damaged, Clear Channel Estonia OÜ shall replace it latest within 48 hours from the reception of relevant information, provided that the Customer has supplied Clear Channel Estonia OÜ with a sufficient number of advertising posters.
- 6.4. If Clear Channel Estonia OÜ cannot replace the damaged advertising poster because the Customer has not ensured a supply of advertising posters, the service shall be considered as provided according to the terms agreed upon in the Order, and the Customer shall pay for the service in full according to the invoice issued by Clear Channel Estonia OÜ.

7. Complaints.

- 7.1. If the Customer discovers non-conformity to the Terms or Order, he shall immediately inform Clear Channel Estonia OÜ thereof in writing. After the end of an advertising campaign, Clear Channel Estonia OÜ shall not be responsible for faults not registered and submitted by the Customer in writing during the advertising campaign.
- 7.2. All disputes arising out of the fulfilment of an Order shall be solved by negotiations between the Parties. If the Parties cannot agree, the disputes shall be solved in court under the legislation of the Republic of Estonia.

8. Extraordinary cancellation of an Order.

- 8.1. Clear Channel Estonia OÜ has a right to cancel an order immediately, informing the Customer thereof in writing, if: 8.1.1. the Customer significantly violates the Standard Terms for Provision of Advertising Services;

8.1.2. bankruptcy of the Customer is announced; 8.1.3.
the Customer ceases his business operations.

8.2. If the Customer wishes to cancel an Order or change its terms considerably, Clear Channel Estonia OÜ must be informed thereof in writing at least 6 months in advance.

9. Force Majeure.

9.1. Clear Channel Estonia OÜ shall not be responsible for non-fulfilment of obligations if it is caused by a circumstance that Clear Channel Estonia OÜ cannot influence.

10. Final terms.

10.1. An Order enters into force from the moment of signing by legal representatives of the Customer and Clear Channel Estonia.

10.2. Cancellation or amendment of an Order shall always be done in writing.

Clear Channel Estonia OÜ

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