

## **FD Mediagroep General Conditions Advertising**



### **CHAPTER 1 – GENERAL**

#### **Article 1. Definitions**

In these General Conditions the concepts mentioned below are defined as follows:

- a. Offer: Every pricing offer the FD Mediagroep makes by publication in the media.
- b. Delivery conditions: The conditions which every advertisement has to meet to facilitate publication. These conditions differ from medium to medium and are specified per medium in the present General Conditions.
- c. Advertiser: Every natural or legal person that publishes one or more advertisements in a medium, or is aiming to do so.
- d. Advertisement: Every commercial statement that is put into the media by the advertiser, including but not limited to sponsoring and advertorials.
- e. Advertising order: Every request from the advertiser to the FD Mediagroep to enter into an advertising contract.
- f. Advertising contract: A written contract between the FD Mediagroep and the advertiser regarding the publication of one or more advertising campaigns and/or single advertisements.
- g. Advertising space: The freely available space which is meant for advertising in the media.
- h. Advertising rates: The actual rates which apply for advertising in the various media, as continuously published on <www.fdmediagroep.nl>, or any diverging rates as agreed in writing with individual advertisers.
- i. General Conditions Advertising: These General Conditions Advertising, which apply to all advertising contracts between the FD Mediagroep and the advertiser.
- j. Audioboard: A fragment (sound and/or image) which is meant for distribution in the broadcasting time of the FD Mediagroep.
- k. Visitor: A user of the website, registered or not, who visits the page on which the advertisement is shown.
- l. Special supplementary conditions: The conditions and stipulations which apply, in addition to these General Conditions Advertising, for advertising in a medium, and which are published on the websites.
- m. Commercial: An advertisement which consists of a recording (sound and/or image) for distribution during the advertisement section of the broadcast, or during the title sequence of a programme. Included in this are so-called 'audioboards'.
- n. The FD Mediagroep: FD Mediagroep B.V., domiciled with offices in (1097 BL) Amsterdam, at Prins Bernhardplein 173, registered in the trade register in Amsterdam under number 33292629; Het Financieele Dagblad B.V., domiciled with offices in (1097 BL) Amsterdam at Prins Bernhardplein 173, registered in the trade register of Amsterdam under number 33176422. Business Nieuws Holding B.V., domiciled with offices in (1097 BL) Amsterdam at Prins Bernhardplein 173, registered in the trade register of Amsterdam under number 34134500; Business Nieuws Radio B.V., domiciled with offices in (1097 BL) Amsterdam at Prins Bernhardplein 173, registered in the trade register of Amsterdam under number 33280653; BNR Nieuwsradio B.V., domiciled with offices in (1097 BL) Amsterdam at Prins Bernhardplein 173, registered in the trade register of Amsterdam under number 33261849; and FD Mediagroep Online B.V., domiciled with offices in (1097 BL) Amsterdam at Prins Bernhardplein 173, registered in the trade register of Amsterdam under number 34134643.
- o. Single advertisement: an advertisement in the printed media.
- p. Media/Medium: all publications in the (printed) Financieele Dagblad and/or (radio)transmissions of the FD Mediagroep and associated websites.
- q. Offer: An offer in writing by the FD Mediagroep to a specific advertiser.
- r. Radio advertising campaign: A series of commercials which is broadcasted according to a schedule.
- s. Advertising campaign: A series of advertisements that will be published as part of an advertising contract.
- t. Commercial: The time which is covered by the broadcast of an advertisement.
- u. Broadcast time: The time in which commercials of an advertiser are broadcasted by the FD Mediagroep, including the time which is used for the title sequence of a programme.

- v. Closing date: The date on which the advertising space for a particular medium ultimately needs to be reserved, in order to be able to publish on the date of choice of the advertiser.
- w. Tag: The HTML-code on the website which indicates on which position the advertisement will be published.
- x. Ultimate date of delivery: The date on which the advertisement ultimately needs to be received by the FD Mediagroep, in order to be able to realize publication on the date of choice of advertiser.
- y. Broadcasting scheme: An overview, prepared by the FD Mediagroep, of the dates and times on which the radio advertising campaign will be broadcasted.
- z. Views: The amount of times dat the advertisement will be shown to visitors as stipulated in the advertising contract.
- aa. Website(s): The websites of the FD Mediagroep (www.FDMediagroep.nl; www.FD.nl; www.BNR.nl; www.FDSelections.nl), including all digital products which can be derived from the website, either jointly or separately.
- bb. In writing: by letter, by fax or by e-mail.

## **Article 2. General**

1. The General Conditions Advertising apply to all offers of the FD Mediagroep, as well as to all advertising contracts which are concluded between the FD Mediagroep and an advertiser, unless parties explicitly reach a different agreement in writing.
2. General conditions of the advertiser, or any other conditions, do not apply, unless a different agreement has been reached explicitly in writing.
3. Divergences from these General Conditions only apply if they are agreed upon explicitly beforehand and in writing by the FD Mediagroep and the advertiser. They apply only to the altered stipulations in the relevant advertising contract.
4. If an advertising contract is concluded with two or more advertisers jointly, each of them is separately responsible for the fulfilment of the obligations which result from the advertising contract.
5. Without prior consent in writing from the FD Mediagroep the advertiser is not allowed to transfer his rights and/or obligations from the advertising contract to a third party.
6. The FD Mediagroep is authorized to change these General Conditions Advertising. The FD Mediagroep will publish every alteration of the General Conditions Advertising on <www.fdmmediagroep.nl>. The revised General Conditions Advertising apply to advertising contracts and offers which are concluded or done from the day of publication of the revised General Conditions Advertising on <www.fdmmediagroep.nl>.
7. The ROTA Conditions do not apply to publication of advertisements in the media.

## **Article 3. Offers**

1. All offers by the FD Mediagroep are always once-only, free of obligations, and are valid for thirty days, unless otherwise specified in the offer.
2. Prices and other conditions which apply to an offer only relate to that particular contract and do not apply automatically to republications, new advertising orders, extension, renewal or continuation of an advertising contract.

## **Article 4. Options**

1. Options on advertising space are only considered to have been granted, if the FD Mediagroep has explicitly communicated in writing to the advertiser that advertising space has been reserved as an option for the advertiser.
2. Options always expire legally on the expiry date as indicated in writing by the FD Mediagroep, unless the advertiser has called in the option previously. If an expiry date has not been agreed upon explicitly, the option expires on the fifteenth day prior to the relevant ultimate date of delivery.
3. If the FD Mediagroep has granted an option to the advertiser and a third party has come forward to buy the reserved advertising space, the FD Mediagroep can ask the advertiser in writing to decide within two working days if he wants to convert the option into a contract. If the advertiser does not want to make use of that possibility, or does not react before the deadline, the FD Mediagroep is authorized to sell the advertising space to third parties.

## **Article 5. Conclusion of advertising contracts**

1. Before the conclusion of any advertising contract with regard to one or more advertising campaigns the advertiser will provide all peculiarities of the intended advertising campaign to the FD Mediagroep. The FD Mediagroep will bring out an offer on the basis of these peculiarities and the advertising space which is available and free at that moment.
2. The FD Mediagroep explicitly reserves the right to sell the offered advertising space to third parties, as long as the offer is not accepted in writing by the advertiser and the FD Mediagroep has received acceptance.
3. Every advertising contract will be valid from the date of confirmation in writing by the FD Mediagroep to the advertiser, unless a different date is mentioned in that document. If, due to circumstances, the first day of the advertising campaign will be before the date on which the confirmation will be sent by the FD Mediagroep, the advertising contract will be considered to have started on the date of conclusion, or – if there is no date of conclusion for this particular medium – on the ultimate date of delivery.
4. If, due to urgency or because of a particular reason, the advertising contract will be concluded by telephone, the FD Mediagroep will confirm the advertising contract immediately by way of an e-mail to the advertiser. If the advertiser does not agree with the confirmation as sent by the FD, he will notify the FD by return. If the advertiser refrains from doing this, the advertising contract will be definitive after a certain amount of time in which the advertiser, considering the circumstances, could reasonably have reacted to the confirmation.
5. If the advertising contract stipulates that a specific amount of advertisements will be bought within the duration of the advertising contract, the FD Mediagroep is entitled to charge the unused advertising space at the expiration of the advertising contract.
6. Parties can agree, supplementary to the advertising contract, that the FD Mediagroep will execute the advertisement or commercial. These costs are not included in the advertising rates and will be charged separately by the FD Mediagroep to the advertiser. The provisions and stipulations of these General Conditions Advertising also apply to these production contracts. The FD Mediagroep does not guarantee specific results, unless this is explicitly laid down in writing in the production contract.
7. If the FD Mediagroep sends examples or documents to the advertiser in the context of an advertising contract, the advertiser will examine these forthwith and carefully for mistakes and deficiencies, and return these approved or corrected to the FD Mediagroep. If the advertiser does not communicate to the FD Mediagroep within three days (or that much shorter as is indicated by the FD Mediagroep) that the received file or document is approved, the file or document will be considered to have been approved by the advertiser. Any divergences, mistakes and/or deficiencies which have not been identified in the approved files and documents will be accounted for by the advertiser. Costs involving the production and dispatch of the files and documents with examples and/or samples will be charged separately to the advertiser by the FD Mediagroep.

## **Article 6. Rates and discounts**

1. Advertising contracts are always concluded on the basis of the advertising rates which are offered by the FD Mediagroep, and in the absence of a specific statement of the advertising rates which were current at the time of publication.
2. The FD Mediagroep reestablishes her advertising rates from time to time and publishes them on the website <[www.fdmmediagroep.nl](http://www.fdmmediagroep.nl)>.
3. All advertising rates are excluding VAT and excluding all other fees and costs, including any transport-, packaging- and administration costs, and forwarding charges.
4. The FD Mediagroep reserves the right to execute changes of the advertising rates during the course of an advertising contract, in case of substantial increases of the costs of exploitation and service. The FD Mediagroep will notify the advertiser as soon as possible in writing about all increases of the advertising rates, which will be executed during the course of the advertising contract. If consequently the advertising rates will increase with more than 10%, the advertiser is entitled to cancel the advertising contract in writing to the FD Mediagroep, within eight days after notification of the price increase, in which case the contract ends on the day of the price increase.

## **Article 7. Invoicing and payment**

1. In the case of an advertising campaign the FD Mediagroep will charge the delivered advertising space during the advertising campaign in instalments of two weeks to the advertiser, by means of a specified invoice, which will always relate to the advertising space which has been delivered in the previous two weeks.
2. All invoices will have to be paid within 15 days after the date of invoice, as indicated in the invoice.
3. The FD Mediagroep will not be held accountable if a single invoice has been sent late. The single fact that the advertiser does not receive the invoice of the FD Mediagroep, on account of any performance, within the aboved mentioned time span, will never result in the fact that the advertiser will no longer have to pay for the delivered service, nor will it imply that the FD Mediagroep will renounce its right to be paid.
4. If and as soon as the term of payment has passed without proper payment of the whole bill to the FD Mediagroep, the advertiser will be held accountable without formal notice. From the moment that the delay has started till the moment of the integral payment of the amount due the advertiser needs to pay a penalty of 1,5 times the legal market rate.
5. From the moment that the delay has started, the advertiser will also be accountable for extrajudicial collection fees, which will be considered to be equal to 15% of the invoice, with a minimum of EUR 500,--, per invoice. If the real, in all reasonableness made collection fees of the FD Mediagroep are higher, the FD Mediagroep will be entitled to charge the real collection fees to the advertiser, instead of the fictitious costs.
6. The advertiser will not be allowed to postpone the payments which result from this advertising contract, or to deduct these of any claims the advertiser might have at any moment on the FD Mediagroep.
7. In case of liquidation, bankruptcy, seizure or judicial administration of the advertiser, or if the advertiser might fail to fulfil any obligation which results from the advertising contract, all obligations of the advertiser which result from this advertising contract and from all other existing contracts between parties will be immediately and totally collectable.
8. If the advertiser did not provide the FD Mediagroep with proper and complete materials, free from failures and suitable for publication of the advertisement, as specified in the delivery conditions in these General Conditions Advertising, the FD Mediagroep is entitled to charge the resulting supplementary technical and administrative costs, on top of the agreed upon advertising rates, to the advertiser.
9. The FD Mediagroep is entitled to ask an advance payment of the advertiser before the start of any advertising campaign or the publication of any single advertisement.

## **Article 8. Requirements regarding the advertisement and the advertiser**

1. The advertisement needs to be delivered in good shape and completely according to the delivery conditions, ultimately on the ultimate date of delivery. This deadline is fatal. If it will be exceeded the advertiser will be held accountable without formal notice and without prejudice to the right of the FD Mediagroep to a full payment of the agreed upon price.
2. The forwarding of the advertisement to the FD Mediagroep occurs for account of the advertiser. The risk with regard to the information carrier on which the advertisement will be delivered, will be for account of the FD Mediagroep, from the moment of reception by the FD Mediagroep.
3. The advertiser undertakes towards the FD Mediagroep to do or refrain from doing everything that can reasonably be asked from him or her, to prevent that the information carrier contains viruses or other attributes which could damage the hard- and/or software of the FD Mediagroep. In particular the advertiser will protect his or her network continuously with antivirus software, which is up to date regarding the technical requirements.
4. The advertisement generally needs to be fully compatible with all requirements which result from the applicable laws and regulations, and with the usual norms of society. In particular, but not exhaustively, the advertisement needs to meet the following requirements:
  - a. The advertising space may not be used for ends which compete with or are contrary to the ends of the FD Mediagroep, unless the FD Mediagroep has explicitly agreed upon that previously in writing.
  - b. The advertiser will be clearly and unambiguously identified in the advertisement.
  - c. The advertisement relates to the enterprise, services and/or products of the advertiser.

- d. The advertisement has to be clearly and unmistakably recognizable as commercial communication.
  - e. Advertisements cannot be incompatible with the legal rules regarding advertisements, and have to correspond completely to the Dutch Advertisement Code.
  - f. Advertisements regarding financial services and products have to correspond completely to the rules of the AFM.
  - g. Advertisements cannot be offensive to the Royal House or to other persons which are well-known locally, nationally or internationally, or to groups of people with specific common properties.
  - h. The advertisement cannot be misleading or confusing.
  - i. The advertisement has to fit well with the professional, businesslike image of the FD Mediagroep.
  - j. The advertisement cannot be indecent, vengeful, inflammatory, discriminating, sexually tinted, shocking or offensive, or contrary to everything which is socially considered proper.
5. The advertiser guarantees to the FD Mediagroep that the content of the advertisement:
- a. corresponds with what has been stated in these General Conditions Advertising;
  - b. does not hurt the image or other interests of the FD Mediagroep or one of her subsidiaries in any way.
6. The advertiser guarantees to the FD Mediagroep that the publication of the advertisement does not violate any intellectual and/or industrial property right of third parties. The advertiser guarantees to the FD Mediagroep that he is entitled to use all copyrights, trade names, picture trade marks, picture rights and other rights of intellectual property, and to the issuing of a right of use to the FD Mediagroep to publish the advertisement in the media.
7. The advertiser will safeguard the FD Mediagroep against alle claims of third parties in- and outside of law, relating to the obligations of the advertiser on the basis of this article 8. The FD Mediagroep will inform the advertiser immediately and in writing about every claim of third parties relating to this. The advertiser will fully redress the FD Mediagroep concerning claims as mentioned in this paragraph.

**Article 9. Publication of the advertisement and the FD Mediagroep**

1. The FD Mediagroep takes it upon itself in an advertising contract to publish the advertisement, which has been delivered timely and according to the delivery conditions by the advertiser, in the way in which these General Conditions Advertising see to that.
2. The agreed upon date of publication is only an indication and not a final date, unless parties have agreed explicitly otherwise in writing.
3. The FD Mediagroep will proceed carefully with the publication of the advertisement. In case of apparent deficiencies or incapability of the information carrier on which the advertisement has been delivered, the FD Mediagroep will inform the advertiser immediately by e-mail or by telephone. In that case the advertiser will make sure that a new version of the advertisement will immediately be delivered.
4. The FD Mediagroep will always be entitled to refrain from publication of the advertisement if:
  - a. she thinks that this is in violation of what has been determined in these conditions;
  - b. if the relevant advertising space will be necessary with regard to urgent messages and/or next-to-matters, like mourning advertisements, or in case of interferences, or when the space will be used for other purposes on editorial grounds;
  - c. the information carrier on which the advertisement will be delivered malfunctions technically, or appears unusable or of bad quality;
  - d. there will be technical problems regarding the publication/broadcast of the advertisement;
  - e. the advertisement has led to complaints from readers, visitors and/or listeners of the FD Mediagroep on earlier occasions;
  - f. the advertisement does not fit well with the nature and size of the other advertisements in the relevant programme or edition of the medium, the good reputation and quality of the FD Mediagroep.
5. The FD Mediagroep reserves the right to abandon a medium or a part thereof. If the FD Mediagroep decides so when there is still an advertising campaign underway, the advertiser is entitled to abandon the remaining part of the advertising campaign, or to refer it to another medium of the FD Mediagroep against the current rates for that medium.
6. The FD Mediagroep is authorized to reject, to cancel or to withdraw a reservation for an advertisement or the broadcasting of a commercial, if the publication of the advertisement or the broadcast of the commercial could run counter to the interests of the FD Mediagroep or the interests of her advertisers. The FD Mediagroep is also authorized to do this if the publication of the advertisement or the broadcast of the commercial would be contrary to societal values and norms, public morality and any stipulation on the basis of the current laws and regulations, or any other stipulation by which the FD Mediagroep is bound. In that case the FD Mediagroep is not obliged to pay compensation.
7. The FD Mediagroep is entitled to store the advertisement as long as she sees fit. This period will be at least one year, and for radio commercials at least three years. After this period the FD Mediagroep is entitled to destroy the advertisement.
8. The FD Mediagroep reserves the right to follow directions of the competent authorities, including – but not exclusively – the department of Justice, the Commissariat of the Media, the Advertisement Code Commission, the Court of Appeal, the Board of Inspection regarding health products, the Authority Financial Markets and their legal successors.
9. The FD Mediagroep bears no responsibility for the success of an advertising campaign, nor for the question if the target audience will effectively be reached, unless this can be attributed to the intention or gross negligence of the FD Mediagroep.

## **Article 10. Cancellations & postponements**

1. The advertiser is entitled to cancel or to postpone the advertising campaign. The advertiser has to notify the FD Mediagroep about this in writing.
2. If cancellation of an advertising campaign happens ultimately on the closing date, the advertiser is due 4% of the advertising rates of that campaign, and the FD Mediagroep is entitled to charge the costs made by the FD Mediagroep to the advertiser. If the cancellation of the advertising campaign happens after the closing date, the advertiser has to pay the full amount of the agreed upon advertising rates of the advertising campaign. These amounts are due as soon as the FD Mediagroep is notified about the cancellation of the advertising campaign. If there is no closing date for the relevant medium, the above mentioned is applicable, in the sense that cancellation can happen at the latest on the second working day prior to the ultimate delivery date.
3. An advertising campaign can be postponed by the advertiser or by the FD Mediagroep. If an advertising campaign will be postponed for more than two months, reckoning from the original publication date which was agreed, this will be considered as a cancellation.

## **Article 11. Liability**

1. The FD Mediagroep is only liable for direct loss to the advertiser, which is caused by a failure to fulfil an obligation issuing from the advertising contract. This liability is limited to compensation which is meant as a substitute, to reasonable costs made to prevent or limit such a loss, and to reasonable costs made for the procurement of extra-judicial satisfaction.
2. In case of a failure to fulfil the obligation to publish the advertisement by the FD Mediagroep the advertiser only has the right of republication of the advertisement or the commercial.
3. The liability of the FD Mediagroep as meant in the first paragraph of this article is limited to the value of the relevant advertising contract.
4. On the basis of the advertising contract the FD Mediagroep will never be liable for indirect damage to the advertiser, issuing from or relating to the execution of the advertising contract. Indirect damage includes ensuing damage loss of return or loss of profit, missed savings, damage by business stagnation, reduced goodwill, claims of third parties and material loss, other than material damage or physical injuries.
5. The FD Mediagroep is not liable for damage that results from programming by third parties, which can lead to the change, destruction, deformation, deactivation or discarding of software, hardware or data of the advertiser.
6. Damage must be reported forthwith by the advertiser to the FD Mediagroep, and as fast as possible in writing, so that the latter will be able to prevent any distribution of the damage and to perform a decent examination of it in time. If the advertiser does not stick to what has been agreed upon in the advertising contract, later extensions of the damage, including the costs to prevent, limit and determine the damage, will not be taken into consideration. Damage that will not be reported in writing by the advertiser to the FD Mediagroep within one week after the detection, will not be compensated.
7. The exclusions and limitations which are mentioned in this article do not apply if the damage is intentional or the result of gross negligence of the party which caused the damage, or its corporate executive(s), nor if any guarantees will be violated or if a safeguard is provided.

## **Article 12. Force majeure**

1. If a party cannot fulfil its obligations which result from the advertising contract, due to force majeure, these obligations will be suspended for a period of two weeks. If the force majeure continues after the end of this period, any of the parties can notify the other(s) of the termination of the advertising contract.
2. Force majeure will be interpreted in the context of this advertising contract on the basis of what has been determined in article 6:75 of the Dutch Civil Code, including power failures, network failures, illness, or strikes at a supplier, distributor or contractor of the FD Mediagroep, or unforeseen hard- en software failures.
3. The FD Mediagroep reserves the right to invoke force majeure if this situation occurs at a moment that the FD Mediagroep should have fulfilled its obligations already.

### **Article 13. Reclamations**

1. Reclamations have to be communicated within fourteen working days by the advertiser to the FD Mediagroep.
2. The proper fulfilment of the advertising contract will be considered to have been performed by the FD Mediagroep if the advertiser did not reclaim within the period mentioned in this article.
3. The advertiser is not entitled to suspend his expenditure commitments with respect to any reclamation.

### **Article 14. Dissolution and suspension**

1. The FD Mediagroep is entitled to dissolve or to suspend the advertising contract immediately by sending a registered letter to the other party, without a prior letter of formal notice, if and as soon as the failure of the other party is requested or pronounced, the other party issues a petition for liquidation or judicial administration, a substantial part of the assets of the other party is seized, or the decisive power of control in the enterprise will be transferred to another owner.
2. The summary of the grounds for dissolution and suspension in the first paragraph is not exhaustive and does not impair other legal grounds for dissolution and suspension, nor any other right that accrues to the FD Mediagroep on the basis of the law.

### **Article 15. Privacy**

1. The way in which the FD Mediagroep handles the protection of personal data of advertisers is included in the privacy statement on the website(s).

### **Article 16. Choice of forum and legal remedy**

1. Only Dutch law applies to these General Conditions Advertising and the advertising contract.
2. In case of disagreement between the FD Mediagroep and the advertiser the district court of Amsterdam will be initially and exclusively competent to be informed about the dispute.

## **CHAPTER 2 – SINGLE ADVERTISEMENTS; SPECIFIC STIPULATIONS FOR ADVERTISEMENTS IN PRINTED MEDIA Article 17. Applicability**

This chapter is complementary applicable in case of single advertisements.

### **Article 18. Single advertisements**

1. Single advertisements will be charged on the basis of the millimeter rates which apply on the date of publication.
2. Advertising contracts regarding single advertisements will be brought about by the execution of an advertising order from the advertiser by the FD Mediagroep.
3. Advertising orders regarding single advertisements will in principle not be confirmed by the FD Mediagroep to the advertiser.
4. In the order to publish a single advertisement the advertiser can indicate the desired spot and/or date of publication.
5. The FD Mediagroep will treat an indication as mentioned in paragraph 4 of this article as a request, but cannot guarantee in any way that the advertisement will be published on the desired spot and/or date of publication. The FD Mediagroep reserves the right to publish the advertisement without prior consent of the advertiser on a different spot or a different date, unless she has explicitly confirmed otherwise in writing.
6. Mistakes in advertisements which have been registered by telephone, and mistakes which are due to unclear notification by letter, are fully accountable to the advertiser. The advertiser has relating to this no right to indemnity, rectification or price reduction, nor to free republication.

### **Article 19. Delivery conditions**

1. The FD Mediagroep only accepts advertising material which has been supplied in accordance with the cebuco standard, in the form of a certified PDF .Nederlandse Dagbladen., versie: .NewspaperAds\_1v1.. Specifications can be downloaded from <[www.cebuco.nl](http://www.cebuco.nl)>.

- a. In case of an advertisement with one supporting colour the following files need to be supplied (cumulatively):
    - i. 1 composite certified PDF; and
    - ii. 1 set colour separated certified PDF; and
    - iii. 1 set colour separated certified PDF on the basis of full colour composition; and
    - iv. a colour specification (Pantone de Adverteerder CV).
  - b. For all advertisements with a (supporting) colour a colour sample on newsprint needs to be supplied, even if the advertisement is supplied by e-mail.
  - c. If the advertiser does not send a colour sample to the FD Mediagroep, reclamations on the printing results regarding colour changes will not be considered.
  - d. Typesetting costs will be charged separately in accordance with the rates which are mentioned on the rate card.
2. Advertisements in colour may only be supplied in full colour composition (CMYK), including samples. Material may only be supplied in a certified PDF on CD-rom, including chromalin.
  3. The closing dates and ultimate dates of delivery, as well as any additional technical delivery conditions, are specified in the actual rate cards of Het Financieele Dagblad for each printed medium. The actual rate card can be found at <[www.fmediagroep.nl](http://www.fmediagroep.nl)>.

#### **Article 20. Publication of the advertisement**

1. The FD Mediagroep is always entitled to make technical adjustments in the supplied advertisement, to bring the technical specifications in agreement with the Cebuconorm which is used by the FD Mediagroep.
2. The FD Mediagroep is not liable for the printing quality of the advertisement, unless it can be proven that a bad printing quality is caused intentionally or due to gross neglect.
3. If an advertising campaign will be executed fully or partly by way of inserts in one or more media, the FD Mediagroep does not guarantee that the inserts will reach the subscriber.
4. If, in the framework of an advertising campaign, samples of products will be used, which will be attached to the medium by way of a sealing method, the advertiser is liable without restriction for any ensuing damage. The advertiser will safeguard the FD Mediagroep and its distributors on first written request against all claims of third parties regarding these products, in and out of court.

### **CHAPTER 3 – SPECIFIC STIPULATIONS FOR ADVERTISING ON THE WEBSITES OF THE FD MEDIAGROEP**

#### **Article 21. Applicability**

This chapter is complementary applicable in case of advertisements on the websites of the FD Mediagroep.

#### **Article 22. Delivery conditions**

1. The advertiser gives the FD Mediagroep, for the agreed upon time span and the agreed upon use, an unconditional, indisputable, unlimited and worldwide licence regarding the publication of the advertisement and all pertaining rights of intellectual and/or industrial property.
2. The advertisement and the hyperlink to the website of the advertiser will be supplied by the advertiser to the FD Mediagroep, at the latest five workdays prior to the agreed upon date of publication.
3. The FD Mediagroep will implement the advertisement and the hyperlink on its website and will take care of this in a careful and professional way.
4. The FD Mediagroep will execute the implementation of the hyperlink and the advertisement in such a way that third parties cannot easily use the hyperlink to get illegitimate access to the website of the advertiser. To this end the FD Mediagroep will use software which can be defined as "state of the art." The obligation of this paragraph is an obligation of best intents.

#### **Article 23. Delivery of the advertisement**

1. The advertisement has to be supplied in good shape, completely and in the right format by the advertiser to the FD Mediagroep, at the latest five working days before the start of the advertising

campaign, by e-mail. The advertisement has to be accepted by the FD Mediagroep on the basis of the qualifications, as they have been agreed upon in the advertising contract.

2. The advertiser will supply the advertisements and the data which are necessary to implement a hyperlink to the website of the advertiser to the FD Mediagroep. If the advertiser wants to monitor the advertising campaign on her own admanagement system, the advertiser needs to supply a tag for connection to that system.

#### **Article 24. Ad Management**

1. FD Mediagroep will place the Advertisement on the Advertisement position and will show it to visitors, for the duration of the Advertising Campaign, in accordance with the agreed number of Views as specified in the Advertising agreement.
2. The Advertiser has the right to collect data on the number of Views of the Advertisement, on the condition that these data are collected exclusively by the use of anonymous advertising statistics.
3. FD Mediagroep will ensure, by use of its Ad Management system, that the number of Views will be evenly spread over the duration of the Advertising campaign.
4. FD Mediagroep will include a frequency cap in its Ad Management system, thus ensuring that an Advertisement will not be shown to a Visitor more often than the cap stated in the Advertising agreement.
5. The total number of unique visitors equals the total number of Visitors divided by the cap.

#### **Article 25. Monitoring by the advertiser**

1. The FD Mediagroep offers the advertiser the opportunity to continuously monitor the advertising campaign during its course and to judge if the advertising campaign has to be changed somehow. In this way the FD Mediagroep offers the advertiser the opportunity to continuously optimize the advertising campaign and to bring about an optimal result.
2. In case the advertising campaign does not score well in terms of the clickratio, the advertiser can decide to adapt the advertisement or to put it in a different advertising space, if this is free and available. All costs related to the alteration of the advertising campaign, such as costs relating to the replacement of the advertisement and the price difference in comparison with the stipulations from the advertising contract, will be charged fully to the advertiser.
3. If at any moment the true amount of views lags the agreed upon amount of views, parties will discuss the way in which the true amount of views can be raised. Any additional costs will be accountable to the advertiser.
4. After the advertising campaign has been terminated, the FD Mediagroep will issue a report to the advertiser in which the actual amount of views, clicks and the conversion between the two (the clickratio) for the whole of the advertising campaign and separately, per single advertisement on the website, will be shown.
5. In the framework of this advertising contract the FD Mediagroep will not give feedback to the advertiser, if this will be retraceable to individual visitors as meant in the Wet Bescherming Persoonsgegevens (the Dutch law regarding the protection of personal data).

#### **Article 26. Rights of intellectual property**

1. Any fees which are due to BUMA/STEMRA and/or SENA, or to any other third party or collective rights organisation, which can lay claim to any remunerations on account of rights of intellectual and/or industrial property, relating to the publication of the advertisement, commercial or audioboard, will be fully accountable to the advertiser. The advertiser will guarantee to the FD Mediagroep that the music which will be used in the advertisement will be registered timely and correctly with BUMA/STEMRA and/or SENA, or with the relevant third party, and that the fees which the advertiser is due for the use of the music in the advertisement will be paid timely and fully to BUMA/STEMRA and/or SENA, or that third party.

#### **Article 27. The website**

1. The FD Mediagroep will set up, host, safeguard and maintain the website with care, and will publish and monitor the advertising campaign with care.

2. The FD Mediagroep puts her website at the disposal of the advertiser in the state in which it is during the advertising campaign, concomitantly "with all failures" and "if available".
3. The FD Mediagroep warrants the advertiser no guarantee whatsoever regarding the undisturbed use by the visitor, the absence of restrictions, rights of lien or violations of rights of intellectual and/or industrial property of third parties to the website, the uninterrupted and/or flawless access of the visitor, minimal maintenance periods or minimal "downtimes", nor any other guarantee regarding the website.
4. The advertiser has to refrain from any use of the website which is illegitimate or could be harmful to the interests of the FD Mediagroep, other businesses belonging to the FD Mediagroep, suppliers of information on the website and/or service providers of the FD Mediagroep, other advertisers on the website and/or users of the website.

## **CHAPTER 4 – SPECIFIC STIPULATIONS FOR ADVERTISING ON BNR NIEUWSRADIO**

### **Article 28. Applicability**

This chapter is complementary applicable in case of advertisements on BNR Nieuwsradio.

### **Article 29. The commercial**

1. The commercial has to be supplied by the advertiser to the FD Mediagroep, at the latest two working days before the first broadcasting date, in good shape and fully in accordance with the delivery conditions. This period is a fatal period. If it is exceeded the failure of the advertiser will apply without further notice.
2. The advertiser will only provide the FD Mediagroep with a broadcasting copy and has to store and safeguard the original, at least for the duration of the radio advertising campaign. The advertiser will provide the FD Mediagroep, at first request and without delay, with a new broadcasting copy for the purpose of broadcasting during the radio advertising campaign.
3. The broadcasting copy needs to be supplied on account of the advertiser to the office of the FD Mediagroep. The ownership and risk regarding the broadcasting copy will be transferred to the FD Mediagroep at the moment of delivery.
4. The FD Mediagroep is entitled to store and archive the broadcasting copy as long as she sees fit. This period will at least be three years long. After this period the FD Mediagroep will be entitled to destroy the broadcasting copy.
5. The FD Mediagroep will not use the broadcasting copy in any other way than the way which is provided in this advertising contract.
6. If the length of the commercial, after the conclusion of the advertising contract but before the actual broadcast, appears to exceed the agreed upon time, the advertiser will notify the FD Mediagroep immediately.
7. Any fees which are due to BUMA/STEMRA and/or SENA, or to any other third party or collective rights organisation, which can lay claim to any remuneration on account of rights of intellectual and/or industrial property, relating to the making of the advertisement, commercial or audioboard, will be fully accountable to the advertiser. The advertiser will guarantee to the FD Mediagroep that the music which will be used in the commercial will be registered timely and correctly with BUMA/STEMRA and/or SENA, or with the relevant third party, and that the fees which the advertiser is due for the use of the music in the commercial will be paid timely and fully to BUMA/STEMRA and/or SENA, or that third party.

### **Article 30. Broadcast of the commercial**

1. The FD Mediagroep will proceed carefully with the broadcast of the commercial. In particular the FD Mediagroep will, if this is reasonably possible, test the commercial before the first broadcast, but there will be no formal obligation to do so. In case of deficiencies or incapacity of the broadcasting copy the FD Mediagroep will notify the advertiser immediately by e-mail. In that case the advertiser will provide a new broadcasting copy of the commercial per return of mail.
2. The FD Mediagroep reserves the right at all times to refuse a commercial, if she thinks it does not fit well with the nature of the programme, the nature and length of other commercials in the relevant advertisement section, the reputation and quality of the FD Mediagroep, or because it hurts the broadcast or the reputation of the FD Mediagroep in another way.

3. The FD Mediagroep reserves the right to change the broadcasting schedule and the advertising schedule in case of reports of general interest and/or high urgency, which cannot be postponed. The FD Mediagroep will put the commercials which have been consequently transferred as much as possible in the same time slot on the same day, if still available. If this is not possible the FD Mediagroep will put the commercial in the same time slot, or in a time slot which is compatible in terms of the price, on another day within the period of the agreed upon advertising campaign. If it is not possible to broadcast the commercial on a similar moment within the period of the advertising campaign, parties will have to find a reasonable solution in mutual consultation.
4. The FD Mediagroep is entitled not to broadcast the commercial entirely or partly on the agreed upon time, if the commercial is longer than the agreed upon time slot. The costs and risks of this are fully accountable to the advertiser.
5. The FD Mediagroep is entitled to provide sound recordings of the broadcast to the Commissariaat van de Media and/or other authorities, if they request that.

**Article 31. Delivery radio advertising campaign**

1. Delivery needs to occur two working days before the broadcast, at the latest. Prior to that the FD Mediagroep will have to be notified how the commercial(s) will be delivered.
2. The commercial needs to last at least 5 seconds, and may not exceed a length of 60 seconds. Diverging lengths can only be accepted after consultation. The commercial will comply with the technical specifications as mentioned in the advertising contract.

***General Conditions Advertising FD Mediagroep B.V., January 2017***