

General Purchasing Terms and Conditions for Deliveries and Services to JCDecaux Nederland B.V. 2011:

Article 1 Definitions

In these General Purchasing Terms and Conditions the terms below are defined as follows:

- a. DDP: (DDP = Delivery Duty Paid) The delivery of the Product at the desired location including the unloading thereof under coverage of transport insurance up to and including unloading on location, all as referred to in the most recent version of the Incoterms of the International Chamber of Commerce.
- b. Service: The work to be performed by the Supplier for JCDecaux according to the Agreement.
- b. JCDecaux: JCDecaux Nederland B.V., with registered office at Barbara Strozziilaan 374 in Amsterdam. JCDecaux® is a registered brand name.
- c. Purchase order: The order confirmation from JCDecaux to which the Purchasing Terms and Conditions apply.
- d. Purchasing Terms and Conditions: The General Purchasing Terms and Conditions for Deliveries and Services to JCDecaux 2011.
- e. Supplier: The contractual counterparty to JCDecaux.
- f. Delivery: The delivery or supply of a Product, including assembly or installation, in accordance with the requirements stipulated in the Agreement.
- g. Quotation: An offer issued by the Supplier to JCDecaux.
- h. Request for quotation: A request from JCDecaux for a Quotation for a Delivery or Service
- i. Agreement: The written agreements between JCDecaux and the Supplier on the basis of which a delivery or service must be performed and to which the Purchasing Terms and Conditions apply.
- j. Product: The movable good or goods to be supplied to JCDecaux by the Supplier according to the Agreement.

Article 2 Applicability

1. The Purchasing Terms and Conditions apply to every Request for Quotation and every Agreement. Quotations must be consistent with the Purchasing Terms and Conditions.
2. Deviations from these Purchasing Terms and Conditions are only binding if they are explicitly agreed between the parties in the Agreement.

Article 3 Quality guarantee

1. The Supplier guarantees that the Service and/or Product(s) to be performed or delivered by it or on its behalf satisfy the requirements stipulated in the Agreement.
2. The Supplier guarantees the Products for at least twelve months after acceptance as referred to in these Purchasing Terms and Conditions.
3. The Supplier guarantees that the Service to be performed by it or on its behalf shall be carried out in a professional, sustainable manner (according to the People-Planet-Profit principle) and in accordance with all statutory requirements.
4. The Supplier guarantees that the Product(s) to be delivered by it or on its behalf shall be produced in a professional, sustainable manner (according to the People-Planet-Profit principle) and in accordance with all statutory requirements.
5. The Supplier guarantees the free and unhindered use by JCDecaux of the Products supplied. It indemnifies JCDecaux against the financial consequences of third-party claims due to intellectual and industrial property right infringements.
6. The Supplier is familiar with the Code of Ethics of JCDecaux (www.jcdecaux.nl/static_ethicscode.html) and declares that it will perform the Agreement with due observance of this Code.

Article 4 Delivery and Ownership

1. The Supplier shall make the Deliveries DDP to the agreed location at the agreed time.
2. The ownership of the Products delivered transfers to JCDecaux upon delivery or, and if necessary, after installation or assembly of the Products.
3. The Products to be delivered are not packaged in materials that, according to the most recent state of science at the time of the delivery, could pose a threat to safety, the environment, well-being or health.
4. The Supplier will notify JCDecaux in advance if the provisions concerning packaging in the previous paragraph cannot be complied with in performing the Agreement. In that case JCDecaux has the right to return this packaging or have it processed, in either case at the Supplier's expense. This also applies if the Supplier has not satisfied its notification duty.
5. Products to be delivered must be delivered with all available documentation intended to facilitate proper use, maintenance or disposal of the items, as well as any quality marks or certificates.
6. The Supplier shall repair or replace, at JCDecaux's discretion but at the Supplier's expense, any Products damaged or lost during transport.
7. Loan packaging shall be returned at the expense and risk of the Supplier.

Article 5 Time and postponement of Delivery or service provision

1. Delivery shall take place at the agreed location and agreed time or within the agreed delivery period.
2. Services must be performed at the agreed time or within the agreed time period.
3. If the Supplier knows or expects that the agreed time or agreed time period referred to in the previous paragraphs will not be met, the Supplier will immediately notify JCDecaux of this in writing, stating the cause and circumstances that have forced this delay and stating what measures are necessary to find a solution for the problems arising as a result. Without prejudice to the provisions elsewhere in these Purchasing Terms and Conditions, the Supplier is liable for all damage arising from this for JCDecaux unless the Supplier demonstrates that JCDecaux has caused these circumstances.
4. If JCDecaux notifies the Supplier in a timely manner that it is unable for whatever reason to receive the Products at the agreed time and these are ready for shipment, the Supplier shall store and secure the Products at its own expense and take all reasonable measures to prevent deterioration in quality until they have been delivered, unless this cannot reasonably be expected of the Supplier.
5. Postponement of Delivery as referred to in the previous paragraph of this article never gives the Supplier claim to an increase in the agreed price. In the event a Delivery is postponed, the Supplier can only claim compensation of the resulting damage if there was intent or gross negligence on the part of JCDecaux.

Article 6 Inspection

1. JCDecaux can inspect the Products or have these inspected. This can take place prior to, during or after Delivery. JCDecaux is not required to perform inspections.
2. During the inspections the Supplier shall provide JCDecaux the equipment and assistance necessary for the inspections, all to the extent this can be reasonably expected of the Supplier.
3. If JCDecaux rejects the Product, the Supplier is required, without prejudice to all other rights of JCDecaux, to immediately deliver the missing, repaired or replacement product and subject it to an inspection, all at its own expense and risk.
4. If Products are rejected, the agreed delivery time or delivery time period remains in effect.
5. Approval by or on behalf of JCDecaux on the basis of this article does not imply acknowledgement that the Product satisfies the guarantees given in article 3.

Article 7 Acceptance

1. JCDecaux shall accept the Product within two weeks after Delivery, unless the Agreement stipulates otherwise. If JCDecaux has still not accepted Products two weeks after Delivery, the Supplier will remind JCDecaux of this in writing. If JCDecaux does not respond within two weeks after this notification, JCDecaux is regarded as having accepted the Products.
2. If JCDecaux rejects Products, it does so by written notification to the Supplier.

3. Rejected Products shall be removed by the Supplier at first request and immediately replaced at the Supplier's expense and risk. The provisions of this article are without prejudice to JCDecaux's other rights.
4. If Services have been provided and they do not satisfy the guarantees given in article 3, the supplier must, within a reasonable time period, take all necessary measures and perform all work and ensure alternatives so that the Services indeed answer to the Agreement. If the Supplier fails to comply with its obligation to this effect, JCDecaux is entitled, regardless of all other rights it has, to take or commission all necessary measures and perform or commission all necessary work to ensure the particular Services answer to the Agreement.

Article 8 Prices

1. The agreed price is based on DDP, quoted in euros, excludes the VAT owed, is fixed, and contains all costs in connection with the Supplier's compliance with its obligations.
2. Price adjustments must be explicitly agreed in writing. Changes to wage costs, material prices, duties and taxes or any costs whatsoever occurring during the term of the Agreement are not eligible for settlement.

Article 9 Invoicing

1. The Supplier shall invoice JCDecaux for the Product delivered or Service performed at the agreed prices. The Supplier shall send its invoices to JCDecaux with mention of the reference of the Agreement or the Purchase Order and any other agreed details.
2. The right to payment arises after Delivery and acceptance of the Product or completion of the Service as referred to in article 7, unless agreed otherwise in the Agreement.
3. JCDecaux shall pay the invoice within 45 days after receipt, unless the invoice was received before the right to payment arose. In that case, the invoice shall be paid within 45 days after the right to payment arose.
4. JCDecaux is entitled to suspend payment if it ascertains a failure by the Supplier in complying with the Agreement.
5. JCDecaux is entitled to set off everything it owes to the Supplier with everything that the Supplier owes to JCDecaux.
6. Payment of an invoice does not imply acknowledgement that the Product or Service satisfies the guarantees given in accordance with article 3, nor that any right is waived in any way whatsoever.

Article 10 Ownership of items and information devices

1. In performing the Agreement, the Supplier can utilise the items owned by JCDecaux and provided in loan by JCDecaux for that purpose. JCDecaux may attach reasonable conditions to this loan.
2. The ownership of the information devices that the parties provide to each other remains with the party that provided the particular device and the device may only be used for performance of the Agreement, unless the Agreement states otherwise.
3. Ownership of material purchased or produced by the Supplier for JCDecaux transfers to JCDecaux as soon as it is made available to JCDecaux.

Article 11 Damage and liability

1. The Supplier is liable for all damage directly or indirectly arising from or related to the performance of the Agreement and suffered by JCDecaux and/or its personnel. This also refers to damage caused by a defect in a Product delivered under the Agreement.
2. The Supplier indemnifies JCDecaux and will compensate JCDecaux in relation to third-party claims for compensation of damage directly or indirectly arising from or related to the performance of the Agreement, if the damage can be attributed to the Supplier or is at its risk according to generally accepted legal principles.
3. The Supplier is adequately insured and will maintain insurance for performance of the Agreement for professional and/or corporate liability and other applicable liability.

Article 12 Failure and premature termination

1. Either JCDecaux or the Supplier may terminate the Agreement by registered letter, extrajudicially and without further notice of default, if:
 - a. the other party is in default or compliance is permanently or temporarily impossible;
 - b. the counterparty is granted a moratorium on payments or an application for such moratorium has been filed;
 - c. the counterparty is declared bankrupt or the counterparty itself has filed an application for bankruptcy.
2. If the Agreement is terminated as referred to in the previous paragraph, JCDecaux does not owe the Supplier any damage compensation.
3. In the event of *Force Majeure*, JCDecaux has the right to dissolve the agreement in accordance with article 13.
4. If the Agreement is terminated, the Supplier shall refund JCDecaux the payments the latter has already made increased with the statutory interest on the amount paid from the date of payment. If the Agreement is dissolved in part, this obligation concerns the payments made in connection with the dissolved part of the Agreement.
5. The right to termination is without prejudice to JCDecaux's right to damage compensation or compliance with the Agreement.

Article 13 Force majeure

1. In the event of temporary *force majeure*, the Supplier will immediately notify JCDecaux of this in writing with reference to the cause of the *force majeure*. In this situation, JCDecaux may choose to either: (1) grant the Supplier an extension for a reasonable time period of maximum four weeks, or (2) dissolve the Agreement extrajudicially with immediate effect, without being required to pay the Supplier compensation for any costs or damage.
2. If, after expiration of the extension referred to in the previous paragraph, the Supplier is (still) unable to comply with its obligations, JCDecaux is authorised to dissolve the Agreement extrajudicially and with immediate effect without being required to pay the Supplier compensation for any costs or damage.
3. In the event of permanent *force majeure*, JCDecaux is authorised to dissolve the Agreement extrajudicially and with immediate effect without being required to pay the Supplier compensation for any costs or damage.
4. *Force majeure* does not in any event include: personnel shortages, strikes, staff illness, shortage of raw materials, transport problems, failure or non-compliance with obligations by suppliers, disruptions to the production of the supplier or liquidity and/or solvency problems.

Article 14 Secrecy

1. The parties commit to each other to observe secrecy concerning all information provided to them in connection with performance of the Agreement. They commit to each other to only use this information in the context of performance of the Agreement. This means, among other things, that they will not disclose this information to third parties or make copies of the information other than to the extent necessary for performance of the agreement, and that they will make no commercial use of the information.
2. The parties will ensure that the obligations described in the previous paragraph of this article will be strictly complied with by all those working for them.
3. JCDecaux can impose a penalty for breach of the duty of secrecy, to be included in the Agreement. Payment of the immediately due penalty does not detract from the Supplier's obligation to compensate the damage resulting from the breach.

Article 15 Transfer of rights and obligations

The Supplier may not transfer rights or obligations under the Agreement to third parties without the advance written permission of JCDecaux. JCDecaux can attach conditions to any permission it grants.

Article 16 Ongoing obligations

Obligations in the Agreement and these Purchasing Terms and Conditions which by their nature are intended to continue beyond the expiration of the Agreement will retain their effect beyond that time.

Article 17 Disputes and applicable law

1. Any dispute between the parties shall exclusively be heard by the competent court in Amsterdam unless the parties have agreed on a different type of dispute settlement.
2. Exclusively Dutch law applies to the Agreement.
3. The applicability of the Vienna Convention and other foreign conventions is explicitly excluded.